

Assured Shorthold Tenancy Agreement

Landlord	[•] c/o [Site Address Here]
Tenant Details	Name: Home Address: Home Tel No: Mobile Tel No: Email Address: University/College:
Guarantor	the guarantor, the details of which are contained in page 12 of this Agreement
Student Living	Student Living by Sodexo, a trading name of Sodexo Limited (Company Number 00842846) whose registered address is One Southampton Row, London WC1B 5HA Fax. [+44 20 3116 4563] Email. [Sodexo_Sales@Sodexoservicedesk.com]
Site	[Site Address Here] Including all stairwells, corridors and lobbies, the laundry room, and any common room facility within the building or buildings, and in addition all external areas of the site accessible to or by tenants.
Building	[•], the building at the Site within which the Flat/Room is located.
Flat	[•]
Room	[•]
Room Type	[•]
Residential Period	[•]
Total Rent	[•]
Rental Instalments and Payment Dates (if applicable)	
1st Payment	[•] due on or before [•]
2nd Payment	[•] due on or before [•]
3rd Payment	[•] due on or before [•]
Booking Fee	[fifty pounds (£50)]
Payment Of Interest	[•] pounds (£[•]) (On commencement of your tenancy your Payment Of Interest converts into a refundable security deposit (the "Security Deposit"), held by the Government Approved Scheme [•]).
TDS	Tenancy deposit scheme, as defined in section 212(2) of the HA 2004.
Member	A member of the TDS.
HA 2004	Housing Act 2004
Room Items	The items to be provided in the Room as listed under the heading "Room Items" in the Inventory.

Inventory	The list of Room Items and description of the condition of the Room attached to this Agreement [and signed by the parties].
Communal Areas	The kitchen/dining areas together with the corridor within a Flat.
Communal Items	The items to be provided in the Communal Areas and listed under the heading "Communal Items" in the Inventory supplied on arrival
Working Day	Any day except a Saturday, Sunday or Bank Holiday

1. Definitions and interpretation of this agreement

- 1.1 In this Agreement the terms in bold on page [●] above have the meanings set out next to them.**
- 1.2 Any reference to Agreement refers to this agreement. Any reference to a Clause means a clause of this Agreement.**
- 1.3 The term "the Landlord" includes not only the company named on the cover page but also any other persons or companies who may legally succeed it.**
- 1.4 Any reference to "Tenancy" refers to the tenancy created under this Agreement.**
- 1.5 Clause headings do not affect the interpretation of this Agreement.**
- 1.6 Student Living has been authorised to act on behalf of the Landlord as its agent in connection with the operation of this Agreement. However for the avoidance of doubt supplies under this Agreement are made by the Landlord and not Student Living.**
- 1.7 The Rent under this Agreement accrues weekly in advance but for administrative convenience it will be collected by way of the three instalments specified in Clause 4.1. The total rent for the Residential Period is the Total Rent specified on the cover page of this Agreement.**
- 1.8 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 to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.**
- 1.9 The Tenant is jointly and severally liable with other occupiers of the Site for damage caused to any communal or Communal Areas in the Site.**
- 1.10 Student Living shall hold the Security Deposit in the approved scheme as agents for the Landlord throughout the Tenancy as security for the compliance by the Tenant with its obligations under this Agreement and the payment and use of the Security Deposit shall be without prejudice to any other rights and remedies of the Landlord, whether express or implied.**
- 1.11 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.**
- 1.12 Unless otherwise expressly provided, the obligations and liabilities of the parties**

under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the Agreement, not just liable for a proportionate part.

2. Grant of the Tenancy

2.1 [At the request of the Guarantor, the OR The] Landlord lets the [Room/Flat] to the Tenant for the Residential Period and gives the Tenant the right to use in common with all other persons authorised by the Landlord the Communal Items, the Communal Areas and other communal facilities within the Site for the Residential Period.

2.2 The Landlord reserves the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room/Flat.

2.3 This Agreement creates an assured shorthold tenancy under Part I, Chapter II of the Housing Act 1988 (the "HA 1988") which means that once the Tenancy has expired the Landlord is entitled to recover possession under Section 21 of the HA 1998.

3. Room Items

3.1 Upon moving into the Room/Flat, the Tenant must check that the supplied Inventory is accurate and must sign and return the Inventory to Student Living within five (5) Working Days of moving into the Room. If the Inventory is not signed and returned then the Tenant accepts that it is correct as supplied.

3.2 The Tenant shall keep the Room Items and the Communal Items in good and clean condition and shall return the Room Items and the Communal Items to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory.

3.3 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Security Deposit if the dispute is referred to an adjudicator according to the TDS in which the Security Deposit is held.

4. Rent and Other Charges

4.1 The Tenant shall pay the Rent in advance, on or before the Payment Dates.

4.2 Subject to Clauses 4.3 and 4.5 below the Tenant shall pay the 1st Rental Instalment to the Landlord on or before the 1st Payment Date and shall also deliver to the Landlord on or before the 1st Payment Date a completed and correct direct debit mandate or recurring card authority in respect of the 2nd Rental Instalment and the 3rd Rental Instalment in advance on or before at the relevant Payment Dates and in the manner specified in this Clause 4 (whether demanded or not) and shall pay to the Landlord on demand £30 (Inc vat) on each and every occasion when the Tenant's instruction is returned by the Landlord's bank unpaid.

4.3 Where no UK-based Guarantor is available for the purposes of Clause 2 above the Total Rent must be paid in advance of the 1st Payment Date

4.4 For the purposes of the 1st Rental Instalment under Clause 4.2 and the payment of the

Rent in advance in full under Clause 4.3 the rental instalments will be paid via [the online portal www.studentliving.sodexo.com, or using telephone number [●], by either Visa or Mastercard.

4.5 Where the Tenant is an international student the Tenant shall pay the Rent in advance in full via Student Living's portal [www.studentliving.sodexo.com].

4.6 The Tenant shall not reduce any payment of Rent by making any deduction from it or by setting any sum off against it for any reason.

4.7 The Tenant shall be responsible for obtaining and paying for any television licence required for any television and shall be responsible jointly and severally with other occupiers of the Flat for any television in the Communal Areas.

4.8 Normal residential use of electricity, water, and sewerage utility services is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such services, any such recharges being payable by the Tenant on demand.

4.9 Student Living, in operating this Agreement and managing the Rent payment process on behalf of the Landlord, must identify and verify the identity of prospective tenants to ensure compliance with applicable laws and regulations. The Tenant and the Guarantor (where relevant), acknowledge that they, and the Rent payer if different, will be required to provide a copy of their passport as part of the booking process. The Tenant's identity will be checked and verified again when the Tenant physically presents themselves at the Building at the start of the Residential Period.

5. Booking Fee

5.1 The parties acknowledge that the Tenant has paid a non-refundable Booking Fee with their application for accommodation to confirm their booking.

5.2 Further details of the Booking Fee and cancellation policy are available on Student Living's website www.studentliving.sodexo.com/terms/

6. Payment Of Interest and Security Deposit

6.1 The Tenant will pay the Payment Of Interest with their application for accommodation.

6.2 The Payment Of Interest is non-refundable if an offer of accommodation is made by the Landlord and refused by the prospective Tenant following the signing of this Agreement. Please see the Landlord's Allocations Policy <https://www.studentliving.sodexo.com/terms/> for further information.

6.3 On commencement of the Tenancy the Payment Of Interest converts to a refundable Security Deposit.

6.4 The Security Deposit is collected by Student Living, on behalf of the Landlord, and will be lodged with the chosen TDS within twenty (20) Working Days of collection.

6.5 Student Living will provide, within ten (10) Working Days of the Security Deposit being received, a copy of the information required under section 213(5) of the HA 2004 as set

out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

6.6 Details of the chosen Member of the TDS are as follows:

Name: MyDeposits

Address: Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH

Tel: 0333 321 9401

Email: info@mydeposits.co.uk

6.7 The service offered by MyDeposits is free of charge and neither the Tenant, the Landlord nor Student Living are liable to pay any additional charges towards this service.

6.8 Any interest earned on the Security Deposit will be retained by [●] and will be used to offset any administrative costs incurred for the Residential Period in which the Security Deposit is held.

6.9 Further details of the Security Deposit and cancellation policy are available on Student Living's website www.studentliving.sodexo.com/terms/.

7. Purpose of the Security Deposit

7.1 The Security Deposit has been taken for the following purposes:

- a) any damage, or compensation for damage, to the Room, the Flat, their fixtures and fittings, the Room Items, the Communal Items or for missing items 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 commencement of the Tenancy and insured risks and repairs that are the responsibility of the Landlord;
- b) the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Room, the Flat or its fixtures and fittings;
- c) any unpaid accounts for the services referred to in Clause 4.8;
- d) any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

8. Deductions from the Security Deposit

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

- a) make good any damage to the Room, the Room Items, the Flat or the Communal Items (except for fair wear and tear);
- b) replace any of the Room Items or Communal Items which may be missing

from the Room or the Flat;

- c) pay any accounts for the services for which the Tenant may be liable under Clause 4.8 (due to non-residential, unreasonable or excessive use of such services) and which remain unpaid;
- d) pay any Rent which remains unpaid; and
- e) pay for the Room, the Room Items, the Flat and the Communal Items to be cleaned if the Tenant is in breach of its obligations under Clauses 11 and 12.

9. At the end of the Tenancy

- 9.1 The Landlord, through Student Living, must tell the Tenant within ten (10) Working Days of the end of the Tenancy if they propose to make any deductions from the Security Deposit.
- 9.2 If there is no dispute the Landlord, through Student Living, will keep or repay the Security Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Security Deposit or any balance of it will be made within ten (10) Working Days of the Landlord and the Tenant agreeing the allocation of the Security Deposit.
- 9.3 Notwithstanding that the Tenant can dispute any of the deductions regarded by the Landlord or Student Living/Member as due from the Security Deposit via the chosen TDS, the Tenant will try to inform Student Living/Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Student Living/Member as due from the Security Deposit within twenty (20) Working Days after the termination or earlier ending of this Tenancy and the Tenant vacating the Room/Flat..
- 9.4 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by this Clause 9.

10. The Guarantor

- 10.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
- 10.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation and liability from its obligations and liabilities under Clause 10.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.
- 10.3 The liability of the Guarantor under clause 10.1 and clause 10.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this Agreement.

10.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- a) any time or indulgence granted by the Landlord to the Tenant; or
- b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them; or.
- c) 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;
- d) the Landlord taking any action or refraining from taking any action in connection with the Security Deposit;
- e) the Tenant dying or becoming incapable of managing its affairs.

11. Care of the Site, Flat and Room

11.1 The Tenant will:

- a) not alter or damage the Room or Room Items and will keep them in a clean and tidy condition;
- b) not damage or mark or change the decorative finish of the Room or Communal Areas;
- c) jointly with the other occupiers of the Flat keep the Communal Areas in a clean, tidy and hygienic condition;
- d) not alter, damage, litter or obstruct the use of the Communal Areas;
- e) not cause or permit any damage to any part of the Building or Site;
- f) not remove any Room Items or Communal Items from the Flat;
- g) notify Student Living of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat, the Building or the Site as soon as such repairs or maintenance work are apparent;
- h) not attempt to carry out any repairs or maintenance works to any part of the Site, including the Flat and the Room, any of the Communal Items and the Room Items;
- i) not tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- j) not bring any of the following items into the Flat without the written consent of Student Living: upholstered furniture (such as sofas and arm chairs), heating equipment or any electrical equipment which does not comply with all relevant British or EU Standards, including extension cables;
- k) not mark or label any keys and to report the loss of them immediately to Student Living;
- l) take all reasonable steps to ensure that the Room and the Flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when the Tenant leaves);
- m) comply with the published Internet Usage Policy as amended from time to time. The

Landlord reserves the right to terminate such service without compensation for breach of that policy and/or continued rent arrears or other payments due or outstanding of over ten (10) Working Days.

- 11.2 The Tenant will not assign, sublet, part with or share possession or occupation of the whole or any part of the Flat or Room or any of the Tenant's rights under this Agreement.
- 11.3 The Tenant hereby states that they are a student registered with the University/College detailed under the 'Tenant Details' on page 1 of this Agreement or will be at the commencement of the Residential Period.
- 11.4 Should the Tenant no longer be a student at the University/College the Tenant will notify the Landlord or Student Living within one (1) week of such change of status. Following any such notification the Landlord may terminate this Agreement at any time by re-entering the Room in accordance with Clause 15, following which the Tenant will vacate the Room and Flat immediately.

12. Proper Conduct for Communal Living

12.1 The Tenant will:

- a) use the Room and the Communal Areas for their own private residential purposes only;
- b) not allow any person, other than their guests and visitors who are permitted to stay in the Tenant's Room for a maximum of two (2) nights in any seven (7) night period, to reside on any part of the Site;
- c) not cause any noise which is audible outside of the room it is made in;
- d) not cause any disturbance distress annoyance or damage to any other occupiers of the Site or their property;
- e) in co-operation with the other occupiers of the Building, keep clean and tidy and clear of rubbish the parts of the Building which the Tenant is entitled to use solely or in common with others and will pay to the Landlord on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord;
- f) not tamper with, misuse or damage any equipment or other things at the Site which are provided by the Landlord in the interests of health and safety of persons at the Site (including but not limited to firefighting equipment and fire doors);
- g) pay, on written demand, a reasonable sum as defined in Student Living's published schedule of charges or as required by the relevant emergency service to cover any costs incurred by the Landlord if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;
- h) not prepare or cook food anywhere other than in the kitchen in the Flat and not keep or use deep fat frying equipment, including rice cookers, anywhere at the Site;
- i) not keep or use candles or any open flame lighting or heating equipment anywhere in the Room or the Flat or the Building;
- j) comply with any reasonable written regulations issued from time to time by Student Living in connection with the use of the Communal Areas and/or Communal Items and conduct in the communal areas of the Site generally;
- k) not affix any notice poster or similar article anywhere at the Site except on the notice boards (if any) provided making good any damage caused or paying the Landlord's reasonable costs for failure to comply;

- l) **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 at the Site;**
- m) **not park or allow any visitor to park any car or other vehicle on the grounds of the Site without a permit where applicable.**
- n) **use reasonable endeavours to ensure that the Tenant's visitors comply with clauses 11 and 12 of this Agreement headed "Care of the Site, Flat and Room" and Proper Conduct for Communal Living";**
- o) **attend a fire training session arranged by Student Living;**
- p) **not smoke at the Site other than in the outside designated smoking areas;**
- q) **not bring onto or allow to be stored or kept or used within the Room, Flat, Building or Site and to report to the Landlord or any of its staff the presence of any:**
 - **animals or pets of any description;**
 - **liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;**
 - **illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a bonafide medical practitioner; and**
 - **weapons or imitation weapons of any form.**
- r) **not commit any form of harassment on the grounds of race ,religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property;**
- s) **not alter or add to the Room, Flat, Building or Site nor to re-decorate the whole or any part of it or the interior, nor to allow anyone else to do so;**
- t) **not use the Room, Flat, Building or Site or any part of it, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of the Flat, Building or Site or any neighbouring property;**
- u) **not run a trade or business from the Room, Flat, Building or Site;**
- v) **not install any wireless or television pole, aerial, satellite dish or apparatus at the Site;**
- w) **not use, threaten, harass or commit any violence against any other occupier, bonafide visitor, Student Living or the Landlord or any of the Landlord's staff or agents;**
- x) **not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Flat and not to dry clothes on any storage or electrical convector or fan heaters; and**
- y) **not store bicycles in the Room, Flat or any access ways or staircases but instead will store any bicycle in the designated bicycle storage areas and acknowledges that the Landlord will remove and hold any bicycle stored in breach of this clause at the Tenant's reasonable cost.**

13. Access by the Landlord

13.1 The Tenant will permit the Landlord, Student Living and their agents with any necessary contractors and workman to enter the Flat and the Room at all reasonable times upon twenty four (24) hours prior notice (or in the event of emergency at any time without notice):

- a) **in order to examine the state and condition of the Flat, the Room, the Communal Items and**

the Room Items;

- b) in order to carry out the Landlord's obligations under this Agreement;**
- c) in order to carry out any repairs or alterations to the Room, the Flat, the Building or the Site that are reasonably necessary pursuant to the Landlord's and Student Living's responsibilities under this Agreement or by statute and for any other reasonable purpose in connection with the management of the Site;**
- d) in order to take gas, electricity or water meter readings;**
- e) for any purpose mentioned in this Agreement or connected with the Landlord's interest in the Building; and**
- f) in order to show the accommodation to prospective tenants.**

14. At the end of this Agreement

14.1 When this Tenancy comes to an end (however that may be) the Tenant will:

- a) attend a check out inspection by Student Living's site management team and sign a copy of the inspection report;**
- b) vacate the Room and remove all of their personal possessions from the Site and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Residential Period. If any of the Tenant's personal possessions are left at the Site after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one (1) month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.**
- c) jointly and severally with the other occupiers ensure that the Communal Areas and Communal Items are left in the same clean state and condition as they were in at the beginning of the Residential Period;**
- d) ensure that any Room Item or Communal Item which may have been moved during the Residential Period is returned to the location that they were in at the start of the Residential Period;**
- e) give to Student Living all relevant keys given to the Tenant at the start of the Tenancy, and for any not returned at the end of the Tenancy the Tenant will pay to the Landlord a reasonable administrative and replacement charge;**
- f) confirm to Student Living the address or bank details to which the Security Deposit (less any deductions made in accordance with this Agreement) should be sent to and if Student Living does not receive such confirmation within five (5) Working Days of the end of this Tenancy then Student Living shall return the Security Deposit (less any deductions) by cheque to the home address of the Tenant as it appears on page 1 of this Agreement.**

15. Expenses Related to Breaches of this Agreement or Recovering Possession

- 15.1 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay within five (5) Working Days of written demand any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.**
- 15.2 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together**

with others) for a breach of this Agreement or a failure to fulfil any of its obligations under this Agreement then the Tenant shall bear a proportion of the costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations. The proportion will be determined by the Landlord (acting reasonably) and the Tenant shall reimburse the Landlord for such cost within five (5) Working Days of written demand.

15.3 The Tenant will also pay on demand all reasonable expenses, fees and costs incurred by the Landlord in connection with:

- a) collecting or attempting to collect any sums which are due but unpaid by the Tenant under this Agreement;
- b) ensuring that the Tenant gives up occupation of the Room once he/she is no longer entitled to occupy; and
- c) losses or damage in accordance with Student Living's published 'schedule of charges', details of which are available from Student Living upon request and a copy of which is attached to this Agreement.

16. Landlord's Rights to End the Tenancy Before the Expiry of the Fixed Residential Period

16.1 The Landlord reserves the right to re-enter the Room if:

- a) the Rent is unpaid fifteen (15) Working Days after becoming payable whether it has been formally demanded or not;
- b) the Tenant has breached this Agreement;
- c) any of the grounds for possession stated in Section 7(6)(a) of the HA 1988 or Ground 6 under Schedule 2 to the HA 1988 occur or apply;
- d) the Tenant ceases to be a student registered with the University/College detailed under the 'Tenant Details' on page 1 of this Agreement;
- e) fire or damage renders the Room or the Flat unfit for use as accommodation.

16.2 If the Landlord re-enters the Room or the Flat pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant.

17. Council Tax Tenant Indemnity

17.1 If the Tenant ceases to be a full time/part time student but continues to live in the Room then the Tenant must within five (5) Working Days of written demand from the Landlord reimburse and indemnify the Landlord in respect of any Council Tax due in respect of the entire Flat as a result of the Tenant's continued occupation of the Room.

18. Landlord's Obligations

18.1 The Landlord agrees:

- a) to allow the Tenant to quiet enjoyment of the Room without unnecessary or unwarranted interference;
- b) in accordance with section 11 of the LTA 1985, to:
 - keep in repair the structure and exterior of the Building (including drains, external pipes, gutters and external windows);
 - keep in repair and proper working order the installations in the Building for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply

of water, gas or electricity); and

- keep in repair and proper working order the installations in the Building for space heating and heating water.

The Landlord shall not be required to:

- carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - keep in repair or maintain anything which the Tenant is entitled to remove from the Room, Flat or Building.
- a) to comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;
 - b) to insure the Flat, the Room Items and the Communal Items (and 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);
 - c) at the beginning of the Residential Period to equip the Room with the Room Items and the Communal Areas with the Communal Items.

19. Notices

19.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:

- a) sent by first class post or left at Student Living's address given on the first page of this Agreement; or
- b) sent to Student Living's fax number or e-mail address stated on the first page of this Agreement.

19.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

- a) sent by first class post to the [Building];
- b) left at the [Building]; or
- c) [sent to the Tenant's e-mail address stated on the first page of this Agreement.

19.3 Any notice sent to the Guarantor under or in connection with this Agreement shall be deemed to have been properly served if:

- a) sent by first class post to the Guarantor's address stated on the first page of this Agreement;
- b) left at the Guarantor's address stated on the first page of this Agreement; or
- c) [sent to the Guarantor's e-mail address stated on the first page of this Agreement.]

19.4 If a notice is given in accordance with Clause 18.1, Clause 18.2 or Clause 18.3, it shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by first-class post, on the second Working Day after posting;
- c) if sent by fax, at 9.00 am on the next Working Day after transmission; or

d) if sent by e-mail, at 9.00 am on the next Working Day after sending.

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

20. Governing law and jurisdiction

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

20.2 This Agreement has been entered into on the date stated under the Landlord's signature below

This Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of the Residential Period (as defined above) and will not be released from his/her obligations (for example to pay Rent) until the Residential Period expires.

Signed by the Tenant

Print Name

Date of Tenant Signature

Name of Guarantor

Home Address of Guarantor

.....

.....

Telephone Number

Mobile Number

Email Address

Date of Birth

Signed by the Guarantor

Date of Guarantor Signature

The Guarantor must enclose proof of their UK address dated within the last three (3) months e.g. a utility bill. If no UK-based Guarantor is available the full year rent must be paid in advance. If upon routine checking the guarantor is found not to be genuine then the booking fee will be forfeited by the Tenant and the agent shall have the right to withdraw the offer of accommodation. If the tenant elects to settle the rent in advance in full then they need not provide a guarantor.

Signed by the Landlord

Date of Landlord Signature

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 Landlord's signature above and references to "the date of this

Agreement" in this document shall be construed accordingly.

EXAMPLE