

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

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

Note for Tenants

This tenancy agreement is a legal and binding contract whereby the Tenant is responsible for payment of the rent for the entire agreed term. There is no provision within this agreement to terminate the tenancy early, however should a tenant circumstances change the only option available with permission of the Landlord is the re-let process. In this event the tenant is held liable for all rent under the agreement until the term period has expired OR a new student is found, application completed, new tenancy agreement signed and upon receipt of cleared funds due under the new agreement (whichever is sooner).

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

ASSURED SHORTHOLD TENANCY AGREEMENT TENANCY CONDITIONS

DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions and interpretations is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. The headings in these Tenancy Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

In these Tenancy Conditions:

"Apartment"	means the apartment of which the Room forms part and which is shared jointly and severally with the other tenants of the apartment, but excluding the Rooms;
"Building"	means the building and its curtilage known as Rialto Court, 66 Bridge Road, Stockton-On-Tees, TS18 3DG, registered at the Land Registry under Title Number TES21888.
"Common Parts"	means the accessways, entrance foyer, stairs, lifts, corridors, laundry, courtyard, common room and any other areas within the Building provided for the benefit of all tenants generally.
"Contents"	means the furnishings and effects to be found in the Room, the Apartment or the Common Parts and as listed in the Inventory to be provided to the Tenant on moving-in to the Room;
"Deposit"	means any sum collected from the Tenant at the start of the tenancy, as prescribed in the Offer of Tenancy and held by the Member on behalf of the tenant as security against performance of obligations under the Offer of Tenancy.
"Inventory"	means the list of contents of the Room and the Apartment provided to the Tenant at the Tenancy Start Date and;
"Landlord"	means a person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises and thus is the person who at any particular time has the right to receive Rent under the Tenancy Agreement;
"Managing Agent"	means any letting or managing agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
"Member"	means an Agent or Landlord who has joined the Tenancy Deposit Scheme.
"Method of Rental Payment"	means the agreed method of payment for any rents payable as set out in the Offer of Tenancy;
"Offer of Tenancy"	means the Offer of Tenancy addressed to the Tenant which is enclosed with these Tenancy Conditions;
"Rent Payment Dates"	means the dates that the Rent is due to the Landlord as set out in the Offer of Tenancy;
"Rent"	means the sum payable on the Rent Payments Dates by the Tenant

for the Tenancy Period as set out in the Offer of Tenancy;

"Rooms"	means the bedrooms in the Apartment, which are let to the Tenants as stated in the Offer of Tenancy, including their fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the Rooms and "Room" means any one of those bedrooms;
"Service Media"	means heating and hot water systems, electrical services for power and lighting, drainage and water services or any other gas, electrical or any other media serving the Room or Apartment but excluding any Internet service provided;
"Tenancy Agreement"	means the tenancy agreement constituted by the Offer of Tenancy and these Tenancy Conditions;
"Tenancy Deposit Scheme"	means the statutory scheme to which the Landlord is a member for the adjudication of disputed deposits;
"Tenancy Period"	means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date, as set out in the Offer of Tenancy;
"Tenant"	means the Tenant stated in the Offer of Tenancy;
"VAT"	means value added tax

Any provision of the 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 the Agreement and the remainder of such provision shall not be affected.

Where the Landlord or the Tenant comprises more than one person, the obligations and liabilities of that party under the Agreement shall be joint and several obligations and liabilities of those persons.

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate

1 THE LETTING

- 1.1 The Landlord lets the Room to the Tenant for the Tenancy Period.
- 1.2 Unless set out to the contrary above, all terms defined in the Offer of Tenancy shall have the same meanings in these Tenancy Conditions.
- 1.3 Any obligation on the Landlord or the Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.4 Where any party to the Tenancy Agreement comprises of two or more persons, all their obligations can be enforced against them jointly or as separate individuals.
- 1.5 The Tenant is granted the following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):
 - (a) the right (shared with the Landlord, any superior landlord and other occupiers of the Building) to use the Common Parts, including the right to come and go to and from the Room over such of the Common Parts as are designed or designated to afford access on foot only;

- (b) the right to use the shared facilities within the Apartment;
 - (c) in the case of a communal laundry room and common room, to use them for the normal purposes of such facilities provided that but for the avoidance of doubt any charges for the use of any laundry facilities are payable by the Tenant and are in addition to any rental payments.
- 1.6 The Landlord and any superior landlord may from time to time vary or exclude some or all of the Common Parts over which the Tenant has these rights provided the Tenant continues to have reasonable means of access to and from and enjoyment of the Room.
- 1.7 The Landlord reserves the following rights over the Room and the Apartment
- (a) the right to the free passage and running of water, soil, gas and electricity and other services through any pipes, cables, wires, drains or sewers passing in or through the Room.
 - (b) the right of entry referred to in Clause 2.13

2 THE TENANT'S OBLIGATIONS

PLEASE NOTE: These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do, If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The Tenant agrees with the Landlord as follows:

- 2.1 The Tenant shall accept the Room, the Apartment, the Common Parts and the Building as being in good and tenable repair and condition as at the Tenancy Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 24 hours of the Tenancy Start Date.
- 2.2 The Tenant shall accept that all the Contents are present in the Room or the Apartment unless the Tenant informs the Landlord in writing that items are missing from the Inventory within 24 hours of the Tenancy Start Date.
- 2.3 To pay the Rent promptly on the Rent Payment Dates (as detailed below), and in accordance with the Method of Rental Payment as set out in the Offer of Tenancy, whether formally demanded or not. The Tenant will not set-off any amounts against the Rent. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant.
- 2.4 If payment of the Rent or any other money due from the Tenant is late, the Landlord reserves the right to charge interest at the rate of 4% above the Allied Irish Bank Managed LIBOR (three month) base rate and from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and the Landlord may recover the interest as though it were rent.
- 2.5 To pay a fair and reasonable proportion of the cost of providing electricity, gas (if any) and water (the "Utilities") to the Building (such proportion to be determined by the Landlord.) The Rent includes the cost of the Landlord providing the Utilities at an allowance of £320.00 per Tenant per Tenancy Period but this allowance will not necessarily provide the Tenant's total requirement and may need to be topped up by payment of additional sums. If the Tenant's share of the Utilities exceeds the Tenancy Period allowance then the Tenant will pay a fair and reasonable proportion of the overall additional consumption as reasonably determined by the Landlord. The Landlord will notify the Tenant, in writing, of the additional costs for the Utilities and the Tenant will pay such additional costs to the Landlord upon demand and if at the end of the Tenancy Period the Tenant has overpaid its proper share of the cost of Utilities the Landlord will repay the Tenant the overpayment.

- 2.6 If you are not a fresher under-graduate or a post-graduate student to pay the Deposit on the date hereof.
- 2.7 To pay the reasonable costs incurred by the Landlord for a third stage arrears letter in respect of late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement.
- 2.8 To pay the reasonable costs incurred by the Landlord should it be necessary, in the reasonable opinion of the Landlord, to refer the debt to a solicitor to pursue the matter via the courts.
- 2.9 To promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Apartment and/or the Building.
- 2.10 To operate the Service Media and electrical appliances in the Apartment in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations. To reduce the risk of health and safety to the Building and Tenants, we offer the facility for the Tenant to have any electrical appliances which do not belong to the Landlord to be Portable Appliance Tested at a reasonable fee.
- 2.11 To pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Room, the Apartment or the Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any of its guests or any failure by the Tenant to observe and comply with the obligations of the Tenant under the Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
- (a) the damage to a Room was caused by the Tenant to whom that Room is let;
 - (b) all the tenants of the Apartment caused the damage to the shared facilities in the Apartment; and;
 - (c) all the tenants entitled to use the Common Parts caused the damage to the Common Parts.
- 2.12 To allow the Landlord and those authorised by the Landlord upon a minimum of 24 hours written notice (except in cases of emergency or a criminal act/offence which may be detrimental to health and safety of the Landlord or Tenant(s) of the building) to enter the Room and the Apartment at reasonable times:
- (a) to inspect its condition;
 - (b) to carry out any necessary repairs or alterations to the Room and/or Apartment and/or Building;
 - (c) to maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room and/or Apartment
 - (d) to carry out viewings of the Room and/or Apartment with prospective tenants or buyers
 - (e) for any other purpose connected with the management of the Building or performance of the Landlord's obligations hereunder or pursuant to statute.
- 2.13 The Landlord will cause minimum reasonable inconvenience to the Tenant and will, wherever possible, carry out the works after the end of the Tenancy Period.
- 2.14 To provide the Landlord with a certificate of exemption for Council Tax or, if the Tenant does not provide such a certificate, the Tenant will reimburse the Landlord for the Council Tax which is

payable during the Tenancy Period or until the Tenant provides such a certificate in respect of the Room and/or the Tenant's use of the Room or any other part of the Building including television license fees, charges for the use of a telephone in the Apartment or Room and rental or other recurring charges during the Tenancy Period, if requested.

- 2.15 To maintain the Room and, jointly and severally with the other Tenants of the Apartment, the Apartment in at least as good tenable repair and decorative order and clean condition as it is in at the Tenancy Start Date except for fair wear and tear (and the Inventory provided to the Tenant on moving in to the Room and the Apartment shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 2.2.
- 2.16 To maintain the Contents in the Room, and jointly and severally with the other Tenants of the Apartment and the Building (as the case may be) the Apartment and the Common Parts in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the Inventory provided to the Tenant on moving in to the Room and the Apartment shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 2.2.
- 2.17 Not remove any of the Contents from the Room, the Apartment or the Common Parts.
- 2.18 To occupy the Room and the Apartment personally for residential purposes only as a student in full time attendance at a college or university institution. Should at any time a Tenant's student status be revoked or change at any time the Tenant remains liable for all liabilities and rental charges until expiry of the original term period or upon re-let of the room to another student (whichever occurs sooner).
- 2.19 Not transfer the tenancy created by the Tenancy Agreement to anyone else (including not to assign, underlet, sublet, take in lodgers or paying guests, charge or part with possession of the whole or any part of the Room or Apartment).
- 2.20 Not to share occupation of the Room with any other person than those stated on the offer of tenancy
- 2.21 Not to allow guests to stay more than 2 nights a week
- 2.22 Not carry on any profession, trade or business whatsoever in the Room or the Apartment.
- 2.23 Not use the Room or the Apartment or permit any guest or visitor of the Tenant in the Room or Apartment to use it for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants/ landlords of the Building or any adjoining premises and in particular, each Tenant will:
 - (a) not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Common Parts of the Apartment, can be heard outside those Common Parts and which would reasonably be deemed to be likely to cause a nuisance or annoyance to others;
 - (b) not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
 - (c) not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person
 - (d) not keep, store or use in the Building any gas or oil heater or other fuel burning appliance, including candles, incense sticks, sheeshas, deep fat fryers or smoking paraphernalia. If found in possession of these items the Landlord will remove/confiscate from the Building if it reasonably believes the items to be causing a nuisance or annoyance or likely to be dangerous;

- (e) attend a safety meeting at the beginning of the Tenancy Period arranged by the Landlord or Agent and the local fire brigade as required
- (f) to read the fire procedure/evacuation plan of the building;
- (g) not bring shopping trolleys, road signs, or any other article into the Building which is not needed for normal residential occupation. If found in possession of these items the Landlord will remove/confiscate from the Building;
- (h) not to use or smoke, or allow others to use or smoke, cigarettes, including e-cigarettes or any other form of tobacco including sheeshas in the Apartment or the Common Parts; and
- (i) not allow any guest or visitor of the Tenant to be in the Room, the Apartment or the Building without being accompanied by the Tenant at all times
- (j) not to do or permit any criminal act/offence in or on the premises which may be detrimental to the health and safety of the Landlord, other tenant(s) or personnel of the Building or adjoining premises. In the event of such an incident and whereby any of the Emergency Services are in attendance the Managing Agent reserves the right to serve appropriate notice on the tenant(s) for immediate vacation.
- (k) not to tamper with any part of the mechanism of the window locks/restrictors within the apartment, or the Common Parts which would be detrimental to the health and safety of the Landlord, other tenant(s) or personnel of the Building.
- (l) not to tamper with any electrical fittings, fixtures or installations of the building.
- (m) To regularly check the working order of any Carbon Monoxide detectors, as shown on check in and if a fault is detected to inform a member of site management.
- (n) Not to tamper with, dismantle, or cover the Carbon Monoxide detectors which would be detrimental to the health and safety of the landlord, other tenant(s) or personnel of the Building.
- (o) to pay and compensate the Landlord fully for any costs, expense or loss or damage incurred or suffered by the Landlord as a consequence of such actions and to indemnify the Landlord from and against all actions, claims and liabilities in this respect.
- (p) the Tenant(s) agree that in accordance with clause 2.23.10 any breach of this nature may result in the Tenant(s) being moved to an alternative room until possession is gained should the Landlord/Managing Agent feel that the health and safety of other residents/personnel is at risk

2.24 Not damage or leave in a dirty or untidy state any parts of the Building

2.25 Not alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Apartment, the Contents, the Common Parts or the Building.

2.26 Not block, or put damaging substances into, the sinks, baths, lavatories, cisterns or pipes in the Room, the Apartment, or the Common Parts.

2.27 Not change any of the locks of the Room, Apartment or Common Parts

2.28 Not park any vehicle on any Common Parts, approaches or private roads belonging to the Building

2.29 Not to glue, stick, blue tack, nail, tack, screw fix or fasten anything whatsoever to the Room or the Apartment in any manner which may damage the structure or decorations or to place or fix anything on either side of the windows of the Room or the Apartment.

- 2.30 Ensure that any refuse is deposited in the receptacles provided for that purpose in the Building.
- 2.31 Not erect any external wireless or television aerial or satellite dish.
- 2.32 To purchase a TV Licence for the Tenant's personal use in the Room
- 2.33 Not keep any animal, bird, insect or reptile in the Room, or the Apartment, except for any guide dog.
- 2.34 Not do anything in the Room or the Apartment or the Common Parts which would invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies, or prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 2.35 Not obstruct any means of access within the Building.
- 2.36 To pay on demand all reasonable and proper costs and expenses (including legal costs), and fees payable to a surveyor and any value added tax thereon incurred by the Landlord in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under the Tenancy Agreement.
- 2.37 Not to tamper with the Landlord's fire prevention and control equipment on or around the premises and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.
- 2.38 Should any damage to the fire prevention and control equipment or sounding of the fire alarm be deemed as misuse by a Tenant(s), any associated costs incurred by the Landlord due to these circumstances will be borne by the offending Tenant(s).
- 2.39 Not to use designated fire escapes except for the purposes of emergency escape.
- 2.40 To comply with any reasonable regulations of the Landlord which may be notified to the Tenant in writing from time to time, and in the event of conflict between the terms of these Tenancy Conditions and any such regulations, the terms of these Tenancy Conditions shall prevail.
- 2.41 To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.
- 2.42 To notify site management, in writing, any changes to personal contact details such as postal address, email address or telephone numbers

3 YIELDING UP

At the end of the Tenancy Period, however it ends, the Tenant is to:

- 3.1 Hand to the Landlord or Managing Agents all keys to the Room, the Apartment and the Common Parts;
- 3.2 Give the Landlord vacant possession of the Room and the Apartment;
- 3.3 Ensure that the Room, the Apartment and the Contents are completely clean and tidy and are in the condition required by this Agreement.
- 3.4 Take the opportunity to attend an inspection of the Room and the Apartment to be carried out by the Landlord or his representative;
- 3.5 Leave all the Contents in the same positions in the Room and the Apartment as at the beginning of the Tenancy Period.

- 3.6 To ensure all tenant's belongings, or property, or personal effects, foodstuffs or furnishings and equipment are removed from the premises on or before the last day of the tenancy.
- 3.7 Any tenant's belongings, property, personal effects, foodstuffs or furnishings and equipment left behind at the premises will be considered abandoned if, after the end of the tenancy and after the expiry of 7 days' written notice sent, addressed to the Tenant to the home address provided the Tenant has not moved or retrieved them. After this time the Landlord or his Managing Agent may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the reasonable costs of arranging such removal, storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deductions will remain the liability for the tenant.

4 THE LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek legal remedies against the Landlord.

The Landlord agrees with the Tenant as follows:

- 4.1 That if the Tenant pays the Rent and any other sums due under this Tenancy Agreement and performs all the obligations of the Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Room and the Apartment during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (as otherwise expressly set out in these Tenancy Conditions to the contrary);
- 4.2 To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Building; to keep in repair and proper working order the installations in the Building for the supply of water, gas and electricity (as appropriate) and for sanitation (including basins, sinks, showers and sanitary conveniences); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 4.3 To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- 4.4 To maintain all Service Media serving the Room, Apartment and / or the Common Parts;
- 4.5 To provide an adequate supply of hot and cold water, heating and electrical power to the Room and Apartment;
- 4.6 To maintain equipment in the Common Parts.
- 4.7 To show the tenant(s) how to check any Carbon Monoxide detectors, where fitted.
- 4.8 To carry out a monthly check on any Carbon Monoxide detectors, where fitted.
- 4.9 To insure the Building under an insurance policy subject to any exclusions and excesses that are usually imposed in residential insurance policies, but nothing in this clause shall oblige the Landlord to claim under such policy
- 4.10 To pay to the Managing Agent on the demand an administration fee (such payment not to exceed £10.00) in relation to the administering of the Tenancy Deposit Scheme.

5 ALTERNATIVE ACCOMMODATION

The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs or for whatever reason the accommodation is not habitable PROVIDED THAT:

- 5.1 The Tenant is given reasonable notice; and
- 5.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement

6 AGREEMENTS AND DECLARATIONS

- 6.1 It is agreed between the Landlord and the Tenant that if at any time:
 - (a) the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
 - (b) there has been a serious breach, non-performance or non-observance of the Tenant's obligations under this Tenancy Agreement; or
 - (c) the Tenant ceases to be a student in full time education; or
 - (d) the Tenant is declared bankrupt under the Insolvency Act 1986; or
 - (e) any of the grounds set out in the Housing Act 1988 Schedule 2 apply (including for the avoidance of doubt and without limitation any of grounds 2, 8, 10-15 and 17 set out in schedule 2 of the Housing Act 1988)

The Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy shall end in accordance with the terms of the Court Order but the Landlord shall be entitled to pursue the rent for the remainder of the tenancy period without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.

- 6.2 The Agreement creates an assured shorthold tenancy under Part I, Chapter II of the Housing Act 1988 ("HA 1998") which means that once the Tenancy has expired the Landlord is entitled to recover possession under Section 21 of the HA 1998.
- 6.3 If applicable, where the Landlord fails to comply with the Tenancy Deposit Regulations the Landlord shall be prevented from recovering possession of the Room using the accelerated possession procedure under Section 21 of the HA 1998.

7 THE DEPOSIT

The Landlord acknowledges receipt of the Deposit from the Tenant (except where the Tenant is a fresher under-graduate student).

- 7.1 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:
 - (a) make good any damage to the Room, Apartment, Common Parts, Building or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the same;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any Rent or other sums payable by the Tenant hereunder which remains unpaid;

- (d) compensate the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, pay for the Room, Apartment and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 2
- (e) pay any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Room and Apartment for which the Tenant is liable or which are payable because the Tenant does not qualify for Council Tax exemption(g) removing and disposing of any belongings left by the Tenant at the end of the Tenancy term

for the avoidance of doubt use of the Deposit is without prejudice to any other rights or remedies of the Landlord whether express or implied

8 TDS ARRANGEMENTS

- 8.1 The Deposit is protected by mydeposits (the trading name of Tenancy Deposit Solutions Limited) of 3rd Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, ENS 1NZ. The Deposit is held by the Managing Agents.
- 8.2 The Landlord has provided the information required under section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 8.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the Tenancy Deposit Scheme.
- 8.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord.
- 8.5 The Landlord shall inform the Tenant within ten working days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 7.

9 SEVERABILITY

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

10 NOTICE

- 10.1 As required by Section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:
Bournston (Stockton) Limited (in administration) FAO: Ryan Grant, Joint Administrator, Zolfo Cooper LLP, 35 Newhall Street, Birmingham B3 3PU (until the Tenant receives written notification of a different name or address for the Landlord)
- 10.2 Any notices served by the Landlord on the Tenant must be in writing and will be deemed to have been served if sent by recorded or first class post to, or left at, the Room or the Tenant's last known address in the United Kingdom
- 10.3 Within seven days of receipt, the Tenant is to give to the Landlord a copy of any document or communication relating to the Room or Apartment received by the Tenant.

11 PAYMENT BY CREDIT OR DEBIT CARD

The Landlord reserves the right to take payment of late Rent and any associated administration fees from the relevant Tenant's credit or debit card. Details of credit or debit cards will be taken from the relevant

Tenant's application forms or from those details provided on the relevant Tenant's checklist and shall be held on record. Payments by credit card shall be subject to a 3.5% transaction charge on the amount paid. Debit card charge shall be subject to a 1% plus 50p transaction charge on the amount paid.

12 ADMINISTRATORS

- 12.1 The Administrators were appointed the joint administrators of the Landlord by the directors of the Landlord by a notice of appointment endorsed in the Chancery Division of the High Court Birmingham District Registry on 11 June 2012 under action number 6371 of 2012.
- 12.2 The Tenant acknowledges and agrees that in the negotiation and completion of this agreement the Administrators are acting only as agents of the Landlord and that notwithstanding that this Tenancy Agreement shall have been signed by the Administrators on behalf of the Landlord it is expressly agreed and declared that:
- (a) no personal liability under or in connection with this agreement shall fall on the Administrators or their firm, partners or employees;
 - (b) the Administrators are party to this Tenancy Agreement in their personal capacities only for the purpose of receiving the benefit of this sub-clause and the exclusions, limitations, undertakings, covenants and indemnities in their favour in this Tenancy Agreement;
 - (c) the Tenant hereby waives any claim in tort as well as under contract against the Administrators; and
 - (d) no sums due from the Administrators (if any) or the Landlord (if any) by reason directly or indirectly of the terms of this agreement shall be charged or payable as an expense or remuneration of the Administrators, or otherwise as mentioned in paragraphs 99(3) and 99(4) of Schedule B1 of the Insolvency Act 1986, but shall rank only as an unsecured claim against the Landlord.

13 STUDENTS RIGHT TO CANCEL

- 13.1 Under the Consumer Protection (Distance Selling) Regulations 2000, the Landlord is required to provide the Student with the information in clauses 10-12 if the Landlord has not met the Student before entering into this agreement.
- 13.2 The supplier of the Premises and the address of the Premises is given in the Assured Shorthold Tenancy Agreement.
- 13.3 The services supplied for the Assured Shorthold Tenancy Agreement, the costs and the arrangements for payment are as set out in the Offer and contained within the Terms and Conditions of tenancy.
- 13.4 A student has the right to cancel this agreement by giving to the Landlord written (by email, fax or post) notice to reach the Company within 8 working days of the date the Student accepted the Offer of the accommodation.
- 13.5 Any right to cancel does not apply once the Landlord as detailed in the Assured Shorthold Tenancy Agreement has started to provide the Premises to the Student: after accepting the keys and/or move in, it is too late to cancel under clause 12.