

**Tenancy Agreement for the letting of furnished residential accommodation to Students at  
<<Property\_Name>> Student Accommodation <<Property\_AddrS>>**

**WARNING: You, as potential Tenant, (and you as potential Guarantor, if applicable) should read this Agreement and make sure you understand it before you sign it. If you are not sure about anything in this Agreement, you should seek independent advice from a solicitor, citizens' advice bureau or legal advice centre.**

**This Agreement is a legally binding document. By signing it you are entering into an enforceable contract with the Landlord and will be bound by the terms of this Agreement for the whole of the "Residential Period" (as defined in this Agreement) and will not be released from your obligations (for example to pay Rent) until the expiry of this Agreement.**

**This is a Student Let Agreement within the meaning of paragraph 5 (*Student let*) of Schedule 1 to the Private Housing (Tenancies) (Scotland) Act 2016. The purpose of this tenancy agreement is to confer on the Tenant the right to occupy the let Room/Studio while the Tenant is a student. The Tenant, in entering into this tenancy agreement, acknowledges that nothing contained within this tenancy agreement is to be construed as conferring on the Tenant a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016.**

**PARTIES TO THIS AGREEMENT:**

(1) **Landlord:** <<LEGALENTITY\_NAME\_EMP>>

**Registered Office:** <<LEGALENTITY\_ADDRS\_EMP>>

**Registered Number:** <<ESP\_LE\_COMMREG>>

**Local Authority Registration Number:** <<ESP\_SCOTLAND\_REG\_NUMBER>>

(2) **Tenant:** <<Prospect\_Name>>

**Home Address:** <<Prospect\_AddrS>>

**Home Tel No:** <<PRHMPHONE>>

**Mobile Tel No:** <<Prcellphone>>

**Email:** <<Preamail>>

(3) **Guarantor:** <<StuGuarantor\_Name>>

**Home Address:** <<StuGuarantor\_AddressFullLine>>

**Tel No:** <<StuGuarantor\_TelHome>> <<StuGuarantor\_TelMob>>

**Email:** <<StuGuarantor\_Email>>

**N. I. number:** <<ESP\_GUARANTOR\_NINO>>

**DoB:** <<ESP\_GUARANTOR\_DOB>>

**MANAGER OF THE DEVELOPMENT:**

Details of the current manager of the Development are:

**Management Company:** Hello Student Management Limited

**Registered Office:** 1st Floor Hop Yard Studios, 72 Borough High Street, London, SE1 1XF

**Registered Number:** 09797628

**Local authority registration number:** <<ESP\_SCOTLAND\_REG\_NUMBER>>

#### **PARTICULARS OF THIS AGREEMENT:**

**Development:** <<Property\_Name>>

**Development Address:** <<Property\_AddrS>>

**Room/Studio:** <<FLEX\_UNITCODE>> - <<ESP\_ROOMCODE>>

**Room/Studio Type:** <<Stu2\_RoomDesc>>

**Commencement Date:** <<TENMOVEIN>>

**Expiry Date:** <<LEASE\_END\_DATE>>

**Residential Period:** From the Commencement Date to the Expiry Date (inclusive)

**Rent:** £<<Stu2\_InstallmentCustTotal>>, payable on the dates, and in the manner, set out in Clause 3.

#### **PREAMBLE**

The Landlord has agreed to grant and the Tenant has agreed to take a tenancy of the Room/Studio for the Residential Period and otherwise on the terms set out in this Agreement,

and (if applicable) the Guarantor has agreed to guarantee the performance by the Tenant of their obligations under this Agreement,

**NOW THEREFORE** the Landlord and the Tenant and (if applicable) the Guarantor agree as follows:

#### **1 Definitions and Interpretation of this Agreement**

1.1 In this Agreement, the following words or expressions have the following meanings:

**"Agreement"** means this Agreement;

**"Development"** means the single building, or group of buildings, including in either case the relevant surrounding grounds (if any), of which the Room/Studio forms part;

**"Development Shared Areas"** means areas forming part of the Development or a nearby development owned by the Landlord which are made available by the Landlord for the use of all tenants within the Development, including all (if any) lounges, cinema rooms, gym, games rooms, study rooms, laundry and recreational facilities;

**"Development Shared Items"** means any items that are supplied by the Landlord or the Management Company for use by all tenants of any part of the Development,

and are within the Development Shared Areas, including soft seating, tables, chairs, televisions, gaming consoles, vacuum cleaners, irons, ironing boards, cleaning equipment and desktop terminals;

**"Dwelling"** means (1) if the Room/Studio is a studio apartment, the Room/Studio; or (2) if the Room/Studio is part of a multi-room apartment, such multi-room apartment;

**"Dwelling Shared Areas"** means, if the Dwelling is a multi-room apartment, all parts of such apartment other than the rooms within that apartment which are exclusively let to the Tenant or other tenants;

**"Dwelling Shared Items"** means, if the Dwelling is a multi-room apartment, any items that are supplied by the Landlord or the Management Company for the use by the Tenant and the other tenants of such apartment exclusively which are present within the Dwelling Shared Areas of that apartment at the Commencement Date;

**"Emergency"** means a gas leak, fire, flooding and/or any other such occurrence that, if not addressed immediately and upon discovery, it is likely to cause harm to individuals and/or serious damage to the Dwelling, and/or the Development;

**"Full Time Student"** means an individual who is enrolled and registered with a University/College on a full-time (and not only a part-time) basis, for the purpose of completing undergraduate or post-graduate qualification;

**"Guarantor"** means the Guarantor (if any) as detailed in the Parties above;

**"Inventory"** means the document issued by the Management Company (on behalf of the Landlord) to the Tenant at the Commencement Date which contains a detailed listing of Room Items and (if applicable) Dwelling Shared Items;

**"Landlord"** means the Landlord as detailed in the Parties above or its successors as owner of the Development;

**"Management Company"** means the Management Company as detailed above the Particulars, or any other person as may be appointed by the Landlord, from time to time, to manage the Development on the Landlord's behalf;

**"Particulars"** means the Particulars of this Agreement which are set out at the beginning of this Agreement;

**"Room Items"** means any items that are supplied by the Landlord or the Management Company for the use of the Tenant exclusively during the Tenancy which are present within the Room/Studio at the Commencement Date or added during the Residential Period;

**"Show Flat"** means any model accommodation created for marketing purposes, to illustrate what a Dwelling would look like;

**"Tenancy"** means the tenancy created by this Agreement;

**"Tenant"** means the Tenant as detailed in as detailed in the Parties above;

**"University/College"** means a higher education institution within the UK; and

**"Working Day"** means any day which is not a Saturday, a Sunday, nor a bank holiday or public holiday in Scotland;

- 1.2 Clause headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 1.3 Any reference in this Agreement to a Clause is to a Clause of this Agreement.
- 1.4 In this Agreement, the masculine gender shall include the feminine and neuter genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.5 The Particulars are part of this Agreement and words and expressions set out in the Particulars have the same meaning throughout this Agreement.
- 1.6 Any phrase in this Agreement which is prefaced by the words "including", "include", "in particular" or any similar expression or wording, shall not be construed as limiting the generality of any preceding phrase or word.
- 1.7 Any provision of this Agreement which is held by any competent authority to be invalid, void, or unenforceable (in whole or in part) shall, to the extent of such invalidity, voidness or unenforceability, be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.
- 1.8 Any reference in this Agreement 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.

## 2 **Grant of Tenancy and Inventory**

- 2.1 The Landlord lets the Room/Studio to the Tenant for the Residential Period (subject to Clauses 3.3.1, 17, 18, and 20.8), together with the right to use:
- 2.1.1 (if applicable) in common with the other occupiers of the Dwelling, the Dwelling Shared Areas and the Dwelling Shared Items; and
- 2.1.2 in common with other tenants of other parts of the Development, the Development Shared Areas and the Development Shared Items.
- 2.2 Within seven days after the Commencement Date, the Tenant must have:
- 2.2.1 checked that the Inventory is accurate; and
- 2.2.2 signed and returned the Inventory to the Management Company.
- If the Inventory is not so signed and returned within that timescale, the Tenant agrees that the Tenant will be treated as having accepted that the Inventory is correct.
- 2.3 As regards Show Flats, the Tenant understands and accepts that:
- 2.3.1 any Show Flats viewed by the Tenant before the Tenant entered into this Agreement are/were:
- 2.3.1.1 only an indication of the Dwellings provided within the Development;

- 2.3.1.2 not a true representation of any of the accommodation within the Development, whether as regards size, shape or (in some cases) content; and
- 2.3.1.3 to be viewed as a guide only; and
- 2.3.2 any accessories, equipment or decorations in the Show Flat were provided for display purposes only and are not included as standard in any flat or room forming part of the Development.
- 2.4 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 Dwelling.

### 3 Rent

- 3.1 [The Tenant has on entry into this Agreement paid an advance rent payment in the sum of <<STU2\_APPFEE\_APPLICABLE\_WORDS>> (£<<STU2\_APPFEE\_APPLICABLE>>) which the Landlord hereby acknowledges receipt of and such sum has been accordingly deducted from the payments due in accordance with Clause 3.2 below. This payment partially discharges (to the extent of £<<STU2\_APPFEE\_APPLICABLE>>) the Tenant's obligation to pay the rental payment due under Clause 3.2 on the first payment date occurring pursuant to the terms of this Agreement.] The Landlord and the Tenant agree that the Tenant has not paid (and is not required to pay) a tenancy deposit under the *Tenancy Deposit Scheme (Scotland) Regulations 2011*.
- 3.2 If there is a Guarantor for the Tenant's obligations under this Agreement who (1) is acceptable to the Landlord and (2) is a party to, and has signed, this Agreement, then the Rent will be payable in instalments, as follows:
- 3.2.1.1 £<<Stu2\_InstallmentCustAmount1>> on <<Stu2\_InstallmentCustDueDate1>>
- 3.2.1.2 £<<Stu2\_InstallmentCustAmount2>> on <<Stu2\_InstallmentCustDueDate2>> and
- 3.2.1.3 £<<Stu2\_InstallmentCustAmount3>> on <<Stu2\_InstallmentCustDueDate3>> and
- 3.2.1.4 £<<Stu2\_InstallmentCustAmount4>> on <<Stu2\_InstallmentCustDueDate4>> and
- 3.2.1.5 £<<Stu2\_InstallmentCustAmount5>> on <<Stu2\_InstallmentCustDueDate5>> and
- 3.2.1.6 £<<Stu2\_InstallmentCustAmount6>> on <<Stu2\_InstallmentCustDueDate6>> and
- 3.2.1.7 £<<Stu2\_InstallmentCustAmount7>> on <<Stu2\_InstallmentCustDueDate7>> and
- 3.2.1.8 £<<Stu2\_InstallmentCustAmount8>> on <<Stu2\_InstallmentCustDueDate8>> and
- 3.2.1.9 £<<Stu2\_InstallmentCustAmount9>> on <<Stu2\_InstallmentCustDueDate9>> and
- 3.2.1.10 £<<Stu2\_InstallmentCustAmount10>> on <<Stu2\_InstallmentCustDueDate10>>

3.2.1.11 £<<EARLY\_DELAY\_AMT>> on <<EARLY\_DELAY\_DUE>>

3.2.2 If there is no Guarantor, or no Guarantor acceptable to the Landlord, for the Tenant's obligations under this Agreement, then the Rent will be payable in one instalment, as follows:

£<<Stu2\_InstallmentCustTotal>> on the <<STU2\_INSTALLMENTCUSTTOTALDUEDATE>>

These instalment and payment date provisions are all subject to the Landlord's reserved right under Clause 3.6 to require immediate payment of the whole of the Rent.

3.3 In all cases the Rent, by the instalments and on the applicable dates referred to in Clause 3.1 and 3.2, is payable by cleared funds, to the account directed by the Management Company.

3.4 If the Tenant fails to make payment of the first full instalment of the Rent due under Clause 3.2 by the <<STU2\_INSTALLMENTCUSTTOTALDUEDATE>>, then the Landlord will be under no obligation to allow the Tenant to take possession of the Room/Studio and the Landlord is entitled at its discretion either:

3.4.1 to re-market the Room/Studio for re-letting and, if the Landlord is successful in such re-letting, to rescind (treat as terminated) this Agreement, in which case the Tenant would lose his/her/their accommodation and the Tenant shall be liable to pay to the Landlord by way of damages such sum as is equivalent to the Landlord's costs incurred in re-letting the Room/Studio and rescinding this Agreement; or

3.4.2 if the Landlord chooses not to try to, or having tried fails to, re-let the Room/Studio, the Tenant shall remain liable to pay the Rent for the Room/Studio, and otherwise to comply with all of the other obligations of the Tenant under this Agreement, during any part of the Tenancy for which the Landlord did not re-let the Room/Studio.

3.4.3 Interest of 3% above the Bank of England's base rate will be payable on any Rent which is more than ten days overdue. Interest will be payable from the date on which the Rent fell due until the date it is paid.

3.5 The Tenant is not permitted to reduce any payment of any instalment of Rent by:

3.5.1 making any deduction from it; or

3.5.2 setting any sum off against it for any reason

unless, in either case, this is expressly authorised by the Landlord and/or the Management Company or otherwise permitted by statute.

3.6 If a Tenant falls into an unauthorised arrears position with respect to the Rent, the Landlord reserves the right to require the Tenant then to make payment of the whole amount of any outstanding balance of the Rent for the whole Residential Period.

3.7 The Rent is inclusive of all charges for the consumption of electricity and gas by, and the use of water, sewerage and utility services by, the Tenant.

#### 4 **Costs**

Where the Landlord or the Management Company carries out work or performs any other obligation for which the Tenant is responsible and has breached or failed to perform, the Landlord shall be entitled to recover from the Tenant (and the Tenant shall pay to the Landlord within five days of demand) the costs incurred by the Landlord and/ or the Management Company in carrying out such work and/or performing such other obligation and/or remedying such breaches (and that without prejudice to the Tenant's liability for any and all costs, losses or expenses incurred by the Landlord and/or the Management Company as a result of any breach by the Tenant).

#### 5 **Other Payments or Charges due by the Tenant**

- 5.1 Unless otherwise stated in this Agreement, the Tenant shall be responsible for:
- 5.1.1 obtaining and paying for any television licence required for any television set installed and used within the Dwelling or within the Dwelling Shared Area; and
  - 5.1.2 any television set brought into the Dwelling or within the Dwelling Shared Area by the Tenant, including its maintenance, correct functioning and safety.
- 5.2 Where repairs to the Dwelling and/or the Development are necessary following damage caused by the Tenant, the Landlord is entitled to recover any reasonable administration costs incurred by the Management Company or the Landlord in addition to the repair charges.
- 5.3 If any changes of or to the Tenancy are requested by the Tenant and the Landlord agrees to such request (the Landlord having absolute discretion as to whether or not so to agree), then the Landlord is entitled to recover from the Tenant a reasonable administrative and legal fee (capped at £50.00 or (if higher) such reasonable costs as evidenced in writing) which it would not have incurred had the request not been made, in respect of:
- 5.3.1 cancellation of the Tenancy;
  - 5.3.2 changes to payment options;
  - 5.3.3 changes to Guarantor details; or
  - 5.3.4 any other amendment of the terms of this Agreement which the Landlord is not bound, by statute, to accept.
- 5.4 The Tenant shall be responsible for the payment of Council Tax (including any similar or replacement tax which may become payable from time to time) relative to the Room/Studio for the Residential Period and hereby indemnifies the Landlord against any Council Tax due in respect of the Tenant's Room/Studio for the Residential Period. Where the Tenant is entitled to claim any exemption from the payment of such tax, the Tenant shall claim such exemption forthwith and deliver to the Landlord within 28 days of the Commencement Date the certificate of exemption from which the Tenant benefits. For the avoidance of any doubt, the Tenant agrees that Council Tax in respect of the Room/Studio and for the entirety of the Residential Period is the Tenant's responsibility and hereby fully indemnifies the Landlord in respect of any and all liability arising as a result of the same.
- 5.5 The Tenant is responsible for looking after the keys and any security device for the Room/Studio during the Residential Period. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

## 6 Cancellation Policy

6.1 Except (1) as set out in Clauses 3.4.1, 18 and 20.8 and any other express provision of this Agreement entitling the Landlord to terminate this Agreement and (2) for any other common law entitlement to rescind (treat as terminated) this Agreement on the grounds of material breach, once this Agreement has been signed by the Parties, this Agreement cannot be cancelled (terminated) before the end of the Residential Period:

6.1.1 by the Landlord without the consent of the Tenant; or

6.1.2 by the Tenant without the consent of the Landlord.

6.2 Information about what the Landlord is likely to do or require should the Tenant wish to cancel this Agreement is set out in the Cancellation Policy on the Management Company's website, [www.hellostudent.co.uk](http://www.hellostudent.co.uk). but the Tenant accepts that:

6.2.1 such policy is indicative only; and

6.2.2 the Landlord is not bound by the terms of such policy and that such policy may change from time to time; and

6.2.3 the Landlord has absolute discretion as to whether or not to consent to, or on what terms to consent to, any request by the Tenant so to cancel this Agreement; and

6.2.4 where the request to cancel is made prior to the commencement of the Residential Period, and the Landlord has to re-market the Room/Studio as a result of such cancellation, the Landlord shall be entitled to recover its administrative costs and advertising and re-marketing costs in the sum of £250 save where the Cancellation Policy referred to above states otherwise.

6.3 Where

6.3.1 the Residential Period has commenced and the Tenant named in this Agreement has commenced its occupation of the Room/Studio; and

6.3.2 the Tenant has made the first instalment of Rent pursuant to Clause 3 of this Agreement; and

6.3.3 in excess of 10 weeks of the Residential Period remains in duration in respect of this Agreement; and

the Tenant requests to cancel this Agreement and move from the Room/Studio during the Residential Period, then subject to the Landlord's agreement to such request (the Landlord having absolute discretion as to whether or not so to agree), the Landlord is entitled to recover from the Tenant:

6.3.4 a cleaning fee of £99; and

6.3.5 in addition, the Landlord's reasonable administrative and legal fees (capped at £50.00 or (if higher) such reasonable costs as evidenced in writing) which it would not have incurred had the request not been made; and

if this clause 6.3 applies, the Tenant shall vacate the Room/Studio by 10am on the agreed move date.

6.4 Where Clause 6.3 applies, the Tenant may request to transfer this Agreement to another prospective tenant and the Tenant accepts that the Landlord has absolute discretion as to whether or not to consent to, or on what terms to consent to, any request by the Tenant as to the transfer of this Agreement and where the Landlord agrees to such request the following provisions apply:

6.4.1 such request will only be made by the Tenant where the remaining Residential Period under this Agreement is at least 10 weeks;

6.4.2 the replacement tenant ("Assignee") is at least 18 years old and enrolled as a full-time student;

6.4.3 the Assignee enters into a new agreement with the Landlord and pays all sums due under it in advance or as the Landlord may require in its absolute discretion;

6.4.4 the Assignee provides a guarantor where reasonably required by the Landlord; and

6.4.5 the Tenant pays to the Landlord:

6.4.5.1 a cleaning fee of £99; and

6.4.5.2 in addition an administrative and legal fee (capped at £50.00 or (if higher) such reasonable costs as evidenced in writing) which it would not have incurred had the request not been made.

## 7 **Guarantee by the Guarantor**

7.1 The Guarantor undertakes, as a separate and independent primary obligation, to indemnify the Landlord against any failure by the Tenant to pay the Rent or to observe or perform any of the other obligations of the Tenant under, or any of the other provisions of, this Agreement.

7.2 The liability of the Guarantor under Clause 7.1 shall continue unless or until the Tenant is released from the obligations of the Tenant under this Agreement.

7.3 The liability of the Guarantor under Clause 7.1 shall not be affected by:

7.3.1 any time or indulgence granted by the Landlord or the Management Company to the Tenant;

7.3.2 any delay or forbearance by the Landlord or the Management Company in enforcing the payment of the Rent or the observance or performance of any of the other obligations of the Tenant under this Agreement or in making any demand in respect of them;

7.3.3 the Landlord or the Management Company exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform any of the other obligations of the Tenant under, or any of the other provisions of, this Agreement; and/or

7.3.4 the Tenant dying or becoming incapable of managing their affairs.

7.4 The Landlord:

7.4.1 has absolute discretion as to whether the Guarantor is acceptable to the Landlord; but

7.4.2 must notify the Tenant by the later of:

7.4.2.1 the date occurring 35 days before the Commencement Date; and

7.4.2.2 the date occurring five days after the date of signing of this Agreement by the Tenant and the Guarantor

as to whether or not the Guarantor is acceptable to the Landlord.

7.5 If the Landlord in accordance with Clause 7.4 of this Agreement notifies the Tenant that the Guarantor is not acceptable to the Landlord, then the Tenant may choose to pay the whole of the Rent within 28 days after such notification, in which case:

7.5.1 the Guarantor shall remain liable for all its other obligations under Clause 7; and

7.5.2 the Landlord shall execute this Agreement or procure its execution by the Management Company as attorney for the Landlord,

but if the Tenant does not pay the whole of the Rent within such 28 day period (time being of the essence) the Landlord shall have absolute discretion to terminate this Agreement with immediate effect on written notice to the Tenant.

7.6 If a Guarantor is named as a party to this Agreement in the Particulars, then the Guarantor acknowledges and agrees that:

7.6.1 the Landlord has acted in reliance on the Guarantor's obligations under this Agreement with the knowledge and acquiescence of the Guarantor and the Tenant;

7.6.2 the position of the Landlord (as a result of so acting in reliance on the Guarantor's obligations under this Agreement as aforesaid) has been affected to a material extent;

7.6.3 the Landlord would not have granted this Tenancy to the Tenant in the absence of valid and enforceable obligations on the part of the Guarantor under this Agreement; and

7.6.4 the Landlord would be adversely affected to a material extent in the event that the Guarantor sought to withdraw from the terms of this Agreement.

7.7 In the event that it is held or determined by any court or tribunal of competent jurisdiction that the Guarantor's obligations under this Agreement are not (or cease to be) enforceable, then the Landlord will be entitled (but not bound) to terminate this Tenancy with immediate effect by notice given to the Tenant.

## 8 Joint and Several Liability

8.1 If two or more people have signed this Agreement as the Tenant, they are jointly and severally liable for obligations of the Tenant under this Agreement. This means that where the Tenant is more than one person, they shall be liable for all sums due under this Agreement, not just liable for a proportionate part. For the avoidance of any doubt, the Guarantor shall be liable for performance in full of the Tenant's obligations as a primary obligation notwithstanding that two or more people may have signed this Agreement as the Tenant.

8.2 If the Dwelling is a multi-room apartment, the Tenant is jointly and severally liable with all other tenants of rooms within that apartment for damage caused to any of the:

8.2.1 Dwelling Shared Areas of that apartment; and

8.2.2 Dwelling Shared Items relative to that apartment.

## 9 Management Company Actions and Rights

9.1 The Landlord is entitled (but not bound) to delegate to the Management Company:

9.1.1 the performance of the obligations of the Landlord; and/or

9.1.2 the exercise and enforcement of the rights of the Landlord,

under this Agreement,

9.2 Except to any extent that the Tenant is notified by the Landlord in writing to the contrary, the Tenant:

9.2.1 must assume that the Landlord has made both delegations referred to in Clause 9.1; and

9.2.2 accepts that:

9.2.2.1 any actions by, notices from or other contact by the Management Company should be treated by the Tenant as if it was by or from the Landlord; and

9.2.2.2 the Management Company is entitled to exercise and enforce the rights of the Landlord under this Agreement.

## 10 Care of the Accommodation

The Tenant must:

10.1 not alter or damage or mark the Room Items and must keep them in a clean, tidy and hygienic condition;

10.2 not alter or damage or mark the Dwelling Shared Items and must, jointly with the other occupiers of the Dwelling, keep the Dwelling Shared Items in a clean, tidy and hygienic condition;

10.3 not alter or damage or mark or change the decorative finish of the Dwelling or of the Development Shared Areas;

10.4 jointly with the other occupiers of the Dwelling, keep the Dwelling Shared Areas in a clean, tidy and hygienic condition;

10.5 not litter or obstruct the use of the Development Shared Areas;

10.6 not cause or permit any damage to any part of the Development;

10.7 not remove any Room Items or Dwelling Shared Items from the Dwelling;

10.8 not remove any items from the Development Shared Areas;

- 10.9 notify the Management Company of any and all damage (howsoever arising and regardless of minor or material nature) immediately upon becoming aware;
- 10.10 not attempt to carry out any repairs or maintenance works to any part of the Development, including the Dwelling and any of the Dwelling Shared Items;
- 10.11 not tamper with, nor in any way adjust
  - 10.11.1 safety controls to any windows so as to override the safety mechanism and enable the window to open to a greater extent than the safety designed limits; and/ or
  - 10.11.2 any alarms or detectors of any type within the Development;
- 10.12 not bring any of the following items into the Dwelling without the written consent of the Management Company:
  - 10.12.1 upholstered furniture (such as sofas and arm chairs);
  - 10.12.2 heating equipment; or
  - 10.12.3 any electrical equipment which does not comply with all relevant British Standards;
- 10.13 not mark or label any keys and must report the loss of them immediately to the Management Company;
- 10.14 take all reasonable steps to ensure that the Dwelling is kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when entering or leaving the Development); and
- 10.15 comply with the published Internet Usage Policy for the Development, as it is amended from time to time.

## 11 **Proper Conduct for Communal Living**

The Tenant must:

- 11.1 use the Room and the Dwelling Shared Areas for their own private residential purposes only;
- 11.2 not allow any other person to reside in the Dwelling, Room/Studio or on any part of the Development;
- 11.3 not cause any noise which is audible outside of the room in which it is made between the hours of 11pm and 7am which may be considered a nuisance or annoyance to the occupiers of the Development or any neighbouring properties;
- 11.4 not cause any disturbance, distress, annoyance or damage to any other occupiers of the Development or their property;
- 11.5 not tamper with, misuse or damage any equipment or other things in the Development which are provided by the Landlord in the interests of health and safety of persons in the Development (including fire fighting equipment and fire doors);
- 11.6 pay, on written demand, any sum charged to the Landlord or the Management Company by any emergency service to cover any costs incurred by the Landlord or the Management Company 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;

- 11.7 not prepare or cook food anywhere other than in the kitchen in the Dwelling and must not keep or use deep fat frying equipment anywhere on the Development;
- 11.8 not keep or use candles or any open flame, lighting or heating equipment anywhere in the Dwelling or Development;
- 11.9 comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the Development Shared Areas and/or Development Shared Items and conduct in the Development Shared Areas;
- 11.10 not affix any notice, poster or similar article anywhere in the Development except on the notice boards (if any) provided;
- 11.11 comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Dwelling and conduct in the Development;
- 11.12 not host more than one guest (who must be over the age of 18) for more than two (2) overnight stays in any one week Provided That the Tenant's right to host a guest (who is over the age of 18) for up to two (2) overnight stays in any one week shall at all times be subject to such right not causing a nuisance or annoyance to others within the Development (with the Landlord at all times having absolute discretion to determine matters in this regard). For the avoidance of any doubt, Tenant's are permitted to have guests at the Development who are under the age of 18 subject to such guests following the appropriate signing in process, but any such guests are not permitted to stay overnight within the Development.
- 11.13 not sub-let or assign the whole, or any part, of Tenancy of the Dwelling or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room/Studio;
- 11.14 use best endeavours to ensure that the Tenant's visitors comply with Clause 10 (Care of the Accommodation) and this Clause 11 (Proper conduct for communal living) and the Tenant shall be liable to the Landlord for any loss, damage or expense caused by any such visitors;
- 11.15 attend any fire training session arranged by the Management Company;
- 11.16 not smoke in the Development other than in the outside designated smoking areas;
- 11.17 not bring onto, or allow to be stored or kept or used within, the Dwelling and/or the Development, and must report to the Management Company or any of its staff the presence of any:
  - 11.17.1 animals or pets of any description (save where the Landlord is obliged to permit the same by law);
  - 11.17.2 liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
  - 11.17.3 illegal drugs or substances, whether for the Tenant's own use or otherwise, unless prescribed by a genuine medical practitioner; and
  - 11.17.4 weapons or imitation weapons of any form;

- 11.18 not threaten, assault or 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 tenant of the building, their visitors, our employees or any other person of the Development, or to any owner or occupier of any neighbouring property or threaten to do so;
- 11.19 not to use the Dwelling and/or the Development or any part of it (including any lifts), 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 is or may become a nuisance or annoyance to the Landlord or to the occupiers of the Dwelling or of any other part of the Development or of any neighbouring property;
- 11.20 not run a trade or business from the Dwelling and/or the Development;
- 11.21 not act or fail to act in a way which will or may result in any policy of insurance in respect of the Development becoming void or voidable or whereby the premium or excess payable under such policy may be increased;
- 11.22 not install any wireless or television pole, aerial, satellite dish or apparatus on the Development;
- 11.23 not use, threaten, harass or commit any violence against any person on any part of the Development and in the event that the Tenant or any visitors of the Tenant acts in such a manner the Landlord will have the authority to instruct the Landlord's external security advisers to remove those persons from the Development and on each such occasion where a Tenant or persons authorised by the Tenant to be at the Development give rise to the Landlord's external security advisers being called pursuant to this Clause 11.23 the Tenant shall be liable to the Landlord for all properly incurred costs in respect of such removal and which is estimated by the Landlord to be minimum costs of £750 and with payment of all such costs incurred to be made by the Tenant within ten (10) days of each and every occasion;
- 11.24 not expose or allow to be hung any laundry, washing or other items so as to be visible from outside the Dwelling and/or the Development and must not dry clothes on any storage or electrical convector or fan heaters;
- 11.25 not to misuse or damage the Development Shared Items or remove same from the Development;
- 11.26 not store bicycles in the Dwelling or any access ways or staircases but instead must store any bicycle in the designated bicycles storage areas and the Tenant accepts that if the Management Company removes any bicycle stored in breach of this prohibition the Landlord shall be entitled to recover from the Tenant an administrative charge (to cover the costs of removal, storage elsewhere and then return) of £50 to obtain the release of such bicycle back to the Tenant;
- 11.27 not to park in the car parking facilities at the Development unless the Landlord or Management Company notifies the Tenant of a parking provision being available and where the Landlord does so subject to the Tenant having paid for a car parking space which is to be used by the Tenant for their own private vehicle only;
- 11.28 save where the Landlord or the Management Company has notified the Tenant otherwise or communicates otherwise via the Landlord's or Management Company's website the Tenant shall not park a motor vehicle in the streets in the vicinity of the Development; and
- 11.29 ensure that its energy consumption in relation to the Dwelling is reasonable for its use of the Dwelling and Dwelling Shared Area for private residential purposes and

at all times in accordance with any regulations or communication issued by the Landlord.

## 12 **Change of Room**

The Tenant hereby agrees with the Landlord that where the Landlord needs to comply with any statute, regulation or bye-law in relation to the Development or the Dwelling (which may include a requirement on the Landlord to undertake works during the Residential Period) or where the Landlord has concerns regarding health and safety the Tenant will move to a room located in a different part of the Dwelling PROVIDED THAT:

- 12.1 the Landlord gives to the Tenant no less than five working days prior notice of the need to change the Room (save in the case of an emergency or statutory or health and safety requirements); and
- 12.2 the new room is of a similar size and type.

## 13 **Access by the Landlord**

13.1 The Tenant must permit entry into the Dwelling by the Landlord, the Management Company and any third-party contractors authorised by the Landlord or by the Management Company, upon (subject to Clause 13.2) prior written notice of no less than 24 hours, for any of the following purposes:

13.1.1 to carry out any maintenance necessary to preserve the value or the good state of repair of the Development;

13.1.2 to comply with any repairs or other obligations:

13.1.2.1 of the Landlord under this Agreement or under any other agreement or contract; or

13.1.2.2 imposed by statute or local authority regulation;

13.1.3 to carry out regular inspections in order to assess whether the Dwelling, the Dwelling Shared Items and the Room Items are in a good state of repair and to address any maintenance issues that may arise as a result of the inspection;

13.1.4 to carry out annual safety inspections such as renewal of gas and/or electricity certifications (as applicable) or to test any appliances owned by the Landlord and supplied with the Dwelling;

13.1.5 to allow viewings by prospective tenants and/ or purchasers of any part of the Development; and

13.1.6 any other reasonable purpose in connection with the management of the Development.

13.2 In cases of Emergency, the Landlord, the Management Company and any third-party contractors authorised by the Landlord or by the Management Company are entitled to enter the Dwelling at any time, without serving prior notice, in order to:

13.2.1 ensure the safety of the Tenant and of any other occupiers of, or visitors to, any part of the Development and its vicinity; and

13.2.2 safeguard any part of the Development itself.

## 14 At the End of the Residential Period

- 14.1 At the end of the Residential Period (howsoever it shall end), the Tenant must:
- 14.1.1 remove any personal belongings and leave the Room/Studio in the same clean and tidy condition (to a professional standard) as it was when handed over at the beginning of the Tenancy in a clean and hygienic condition free of any rubbish;
  - 14.1.2 (if applicable) jointly and severally with the other occupiers of the Dwelling, ensure that the Dwelling Shared Areas and Dwelling Shared Items are left in the same clean and undamaged state and condition as they were in at the beginning of the Tenancy (except for fair wear and tear);
  - 14.1.3 ensure that any Room Items and (if applicable) all Dwelling Shared Items are left in the Dwelling;
  - 14.1.4 ensure that all mail is redirected away from the Development with effect from the Expiry Date;
  - 14.1.5 hand over to the Management Company all access key(s) and/or fob(s) for the Dwelling and the Development (as applicable) and the Tenant accepts that if this obligation is breached the Tenant must pay to the Management Company, on demand, a charge equal to the proper and reasonable cost of ordering and obtaining replacement key(s) and/or fob(s)
- and the Tenant hereby agrees to ensure it has vacated the Room/Studio and met its obligations pursuant to Clause 14.1 no later than 10am on the final date of the Residential Period or before.
- 14.2 The Tenant shall arrange with the Management Company, a suitable time to complete a check out inspection not less than five days prior to the expiry of the Residential Period where all (if any) damages or other costs that may be due by the Tenant, can be assessed and allocated to the Tenant's.
- 14.3 In the event that:
- 14.3.1 mail is received for the Tenant at the Development after the Expiry Date the Landlord shall return all such items to the sender;
  - 14.3.2 any belongings of any kind are left in the Dwelling or any other part of the Development at the Expiry Date, the Landlord shall be permitted to destroy or dispose of same without any liability to the Tenant for any loss, cost or damage arising as a consequence, whether directly or indirectly. The Landlord shall also be entitled to recover its costs (and that of the Management Company) in terms of Clause 14.2.
- The statutory rights of the Landlord, the Management Company and the Tenant to take legal action through the courts remain unaffected by this Clause 14.3.
- 14.4 The Tenant agrees that in the event that the Tenant leaves any belongings of any kind in the Dwelling or any other part of the Development at the Expiry Date then such belongings and any right or interest in them of the Tenant shall transfer to the Landlord and such belongings shall be the Landlord's absolutely and the Landlord may in its absolute discretion store, deal and dispose of such items as the Landlord sees fit and the Tenant shall pay to the Landlord any reasonable cost associated where Clause 14.4 arises.

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

15.1 If the Tenant breaches or fails to comply with any of the Tenant's obligations under, or any other provision of, this Agreement, the Tenant must pay, within seven (7) days of written demand, all reasonable costs incurred by the Landlord and the Management Company in remedying such breaches or failures and in connection with the enforcement of those obligations and other provisions,

UNDER DECLARATION that:

15.1.1 such reasonable costs, for the remedy of some types of anticipated breaches or failures, are set out below, this being a non-exhaustive list and only indicative of likely (VAT and labour inclusive) maximum costs based on the Management Company's past experience; and

15.1.2 any charges made will not include any costs attributable to fair wear and tear to the Dwelling, the Development, the Room Items or the Dwelling Shared Items or re-decoration resulting simply because the Dwelling has been occupied by the Tenant in a manner compliant with this Agreement:

<b>Bedroom</b>	Studio Room	Apartment Room	Apartment Kitchen/Living Room	Apartment Corridor
Redecorate	£1,250	£750	£1,000	£500
<b>Replace Mattress:</b>				
Single		£200		
Any larger size		£500		
<b>Replace Bed:</b>				
Single		£400		
Any larger size		£500		
Replace each curtain set/bind	£350			
Replace/repair wardrobe	£350			
Replace flooring	£1,300	£1040	£910	£910
<b>Replace door lock:</b>				
Electronic			£500	
Key			£100	
Replacement Fob			£35	
Bedside Cabinet	£200	£200		
Drawers	£300	£300		
<b>Chairs/Sofa</b>				
Desk Chair			£350	
Tub Chair			£350	
Sofa			£1000	
Microwave	£100		£100	
Microwave Oven	£450		£450	
Oven	£500		£500	
<b>Electric Hobs:</b>				
2 ring	£300		£300	
4 or more	£500		£500	
Kitchen Bins	£50		£100	
Vacuum Cleaner	£125			
Worktop	£750		£750	
<b>Fridge freezer</b>				
Fridge	£250		£300	
Freezer	£250		£300	
Fridge/Freeze	£350		£500	

<b>Bedroom</b>	Studio Room	Apartment Room	Apartment Kitchen/Living Room	Apartment Corridor
Replace freezer door	£75	£75		
Fire Blanket	£75			
Fire extinguisher	£60		£60	
Pin Board	£105	£105		£105
Pin Board	£500		£500	
TV	£500			
Replacement Cubicle	£2650	£2650		
Replacement side panel of Cubicle	£850	£850		
Replacement bathroom Mirrors	£90	£90		
replacement toiletry shelf	£150	£150		
Replace Bathroom Taps	£125	£125		
Replace Shower Tray	£500	£500		
replace toilet seat	£75	£75		
Replace Bathroom door	£675	£675		
Replace bedroom door	£1,200	£1,200		
Replace corridor door			£1200	
Replace kitchen door				£675
Replace desk chair	£100	£100		
replace light fitting	£100	£100	£100	£100
replace kitchen Tap	£175			£175
replace Kitchen Bar stool	£100			£100
Replace Kitchen work top	£1,000			£1,000
Replacement work desktop only	£225	£225		
replace work desktop (including draws	£875	£875		

15.2 The Tenant must also reimburse all proper costs incurred by the Landlord and/or the Management Company on demand and in connection with:

15.2.1 collecting or attempting to collect any sums that are due, but unpaid, under this Agreement; and

15.2.2 removing the Tenant or the Tenant's belongings after the end of the Tenancy if the Tenant is still occupying the Dwelling or has left any of the Tenant's belongings in the Dwelling or on any other part of the Development.

## 16 Tacit Relocation not to apply

The Landlord and the Tenant acknowledge and agree that the principle of *tacit relocation* will **not** apply to this Tenancy, and the duration of this Tenancy will end on the Expiry Date. Neither the Landlord nor the Tenant shall require to give to the other any notice to prevent the duration of this Tenancy extending beyond the Expiry Date.

## 17 Ending the Tenancy - Tenant Breach or Failure to Perform

17.1 If the Tenant:

- 17.1.1 assigns the Tenant's interest in the Tenancy (in whole or in part) or sub lets or otherwise parts with possession of the Room/Studio or any other part of the Dwelling; or
- 17.1.2 is in breach any of the obligations of the Tenant under, or otherwise fails to comply with any other provisions of, this Agreement; or
- 17.1.3 the Landlord discovers that you have an unspent criminal conviction which you failed to disclose to us prior to the date of this Agreement being entered into

then the Landlord is entitled to terminate this Tenancy immediately, and to recover possession of the Room/Studio, but that without prejudice to (1) the Landlord's right to recover all arrears of Rent then due by the Tenant and (2) any other remedies competent to the Landlord in respect of any such breach or failure (including in respect of any loss arising as a consequence of the early termination of this Agreement).

- 17.2 If the Landlord is subject to any legal obligation to check that the Tenant has a right to rent, then this clause 17.2 shall apply. If on the date of the commencement of the Term the Tenant has not provided the Landlord with the requisite documents required by the Landlord in order for the Landlord to complete the 'Right to Rent' checks relating to the Tenant then the Landlord will have an automatic right to terminate this Agreement immediately on written notice and this right will exist until the Tenant has provided the Landlord with the requisite information.

## 18 Tenant Indemnity and Other Miscellaneous Matters

- 18.1 The Tenant must indemnify the Landlord and the Management Company in respect of any loss, damage, claims or costs incurred by either of them resulting, directly or indirectly, from any:
  - 18.1.1 breach of the Tenant's obligation under this Agreement; or
  - 18.1.2 other failure by the Tenant to comply with this Agreement.
- 18.2 The Tenant must insure the Tenant's personal belongings that are kept in the Dwelling, including electronic equipment, television sets, jewellery (and that whether in terms of any insurance that may be offered by the Landlord from time to time and/or otherwise).
- 18.3 Save where the Landlord or Management Company communicates or serves notice otherwise the Tenant hereby confirms that it is aware that there are no car parking facilities in the Development and the Tenant agrees to use all reasonable endeavours to avoid keeping a vehicle in the city.
- 18.4 The Tenant confirms to the Landlord that the Tenant is, or will be at the commencement of the Residential Period and shall remain throughout the Residential Period, a Full Time Student.
- 18.5 Should the Tenant, for whatever reason, cease to be a Full Time Student
  - 18.5.1 the Tenant:
    - 18.5.1.1 must notify the Management Company within seven (7) days of such change of status; and
    - 18.5.1.2 be liable to indemnify the Landlord and the Management Company and any other occupiers of the Dwelling for any

Council Tax that is, as a result of such change of status, applicable to the Dwelling or its owners or occupiers; and

- 18.5.2 the Landlord shall be entitled to terminate this Tenancy immediately, but that without prejudice to (1) the Landlord's right to recover all arrears of Rent then due by the Tenant and (2) any other remedies competent to the Landlord in respect of any such breach or failure, including in respect of any loss arising as a consequence of the early termination of this Agreement.

## 19 Landlord's Obligations

- 19.1 The Landlord must:
- 19.1.1 allow the Tenant quietly to possess and enjoy the Room/Studio and the Tenant's other rights under this Agreement without interference from any third party (other than as permitted by this Agreement);
- 19.1.2 keep in repair the structure and exterior of the Dwelling and the Development;
- 19.1.3 keep in repair and in proper working order, any installations in the Dwelling and the Development (including any owned or leased by the Landlord and which serve the Dwelling directly or indirectly) for:
- 19.1.3.1 the supply of water, gas and electricity (as applicable);
- 19.1.3.2 sanitation (including basins, sinks, baths, showers, toilets);
- 19.1.3.3 hot water heating; and
- 19.1.3.4 space heating (including central heating), fireplaces, flues and chimneys (as applicable).
- 19.2 The Landlord shall not be responsible for:
- 19.2.1 repair of any belongings of the Tenant which make use of electricity and/or water supplies within the Development; or
- 19.2.2 repair or maintenance of any equipment belonging to and/or installed by the Tenant and which the latter would be entitled to remove from the Dwelling at the end of the Tenancy, except to any extent that such obligation is expressly undertaken by the Landlord in any previous written agreement which is attached to this Agreement.
- 19.3 If the Dwelling is served by a communal television or communications aerial, the Landlord must take reasonable steps to repair any defect in such aerial within a reasonable period.
- 19.4 If repairs or maintenance have to be done by or on behalf of the Landlord, the Landlord must make reasonable efforts to minimise disruption to the Tenant.
- 19.5 The Landlord must take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the following obligations:
- 19.5.1 all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;

- 19.5.2 the stopcocks and servicing valves must be located so that they can be readily examined, maintained and operated with reasonable practicability;
- 19.5.3 the water pipes, both inside and outside the Dwelling, must be effectively protected against freezing and damage from other causes; and
- 19.5.4 the Landlord must inspect the installations for the storage and supply of water for which the Landlord is responsible for during the Agreement.
- 19.6 Subject to Clause 19.8, the Landlord must ensure that the Dwelling meets the Repairing Standard (as defined by the Housing (Scotland) act 2006):
- 19.6.1 at the start of the Tenancy; and
- 19.6.2 at all times during the Tenancy PROVIDED that:
- 19.6.2.1 the obligation in Clause 19.6.2 applies only to the extent that the Tenant notifies the Landlord, or the Landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with such Repairing Standard; and
- 19.6.2.2 the Tenant must:
- 19.6.2.2.1 inform the Landlord of any work that the Tenant considers is required for the Landlord to be compliant with its obligations under Clause 19.6.2; and
- 19.6.2.2.2 allow the Landlord to determine if any repair is needed by permitting inspection visits,
- and UNDER DECLARATION that:
- (1) The Repairing Standard does not cover (i) work for which the Tenant is responsible, due to a duty to take reasonable care of the Dwelling; or (ii) the repair and/or maintenance of any items that are the Tenant's property; and
- (2) If the Landlord fails to ensure that the Dwelling meets the Repairing Standard at all times during the Tenancy, the Tenant's initial remedy is to bring the matter to the attention of the Management Company. If a solution has not been reached to the satisfaction of the Tenant, then the Tenant has the right to refer the matter to the First Tier Tribunal (FTT) for further consideration. The FTT has powers to require a landlord to carry out work necessary to meet the Repairing Standard and/or comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as and if necessary.
- 19.7 By the start of the Tenancy the Landlord must have equipped:
- 19.7.1 the Room/Studio with the Room Items; and
- 19.7.2 the Dwelling Shared Areas with the Dwelling Shared Items.
- Otherwise the Tenant confirms that the subjects leased to the Tenant under this Tenancy are fit for the Tenant's purposes.

- 19.8 If the Dwelling is damaged or destroyed, otherwise by the Tenant, to the extent that the Dwelling or the Room/Studio is entirely or partly uninhabitable, then the Landlord has the option of either:
- 19.8.1 terminating this Agreement with immediate effect, subject to the reservation of rights of all Parties against each other relative to any breach of this Agreement before such termination; or
  - 19.8.2 carrying out works required to make the Room/Studio and the Dwelling again capable of habitation PROVIDED THAT if the Landlord chooses this option then, for the period from the occurrence of the damage or destruction until such works have been completed either (also at the Landlord's option):
    - 19.8.2.1 the whole or an appropriate part (as determined by the Landlord, acting reasonably) of the Rent, shall be abated (not payable by the Tenant); or
    - 19.8.2.2 the Landlord shall provide reasonably equivalent type of alternative accommodation for use by the Tenant, located within the City of the Development.

## 20 Data Protection

- 20.1 The Landlord and the Management Company shall, from time to time, gather, share and use information provided by the Tenant or obtained from other sources (e.g. reading meters at the Dwelling) for the purpose of managing this Agreement.
- 20.2 In addition to storing and using this information for their own purposes, the Landlord or the Management Company will disclose:
- 20.2.1 the Tenant's identity;
  - 20.2.2 the period of the Tenant's occupation of the Room/Studio; and
  - 20.2.3 the Tenant's forwarding address(es),
- to relevant utility suppliers and any local authority upon request.
- 20.3 The Tenant, by their signing of this Agreement, consents for the purpose of the Data Protection Act 2018 to the Landlord and/or the Management Company processing their personal data for the above purposes, and in the above manner.
- The Tenant is entitled to withdraw the consent to the processing of personal data at any time. If the Tenant wishes to do so, the Tenant should contact the Management Company.
- If such consent is withdrawn, that will not affect the lawfulness of any processing based on the consent before its withdrawal.
- 20.4 The Tenant agrees to provide the Landlord or the Management Company with the Tenant's forwarding address at the end of the Tenancy.
- 20.5 Information about how the Management Company processes and protects personal information that it holds about the Tenant, such as name, address, date of birth and details of University/College and including if applicable, any special categories of data (formally called sensitive personal data) such as medical information, is set out in the Privacy Policy on the Management Company's website [www.hellostudent.co.uk](http://www.hellostudent.co.uk).

- 20.6 That Privacy Policy together with the Management Company's terms of use set out on that website ([www.hellostudent.co.uk](http://www.hellostudent.co.uk)) and any other documents referred to on it together set out the basis on which any personal data the Management Company collects from the Tenant, or that the Tenant provides to the Management Company, will be processed by the Management Company.

The Tenant is advised to read the Privacy Policy carefully to understand practices regarding the Tenant's personal data and how the Management Company will treat it.

## 21 Notices

- 21.1 Any notice to the Landlord or to the Management Company sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 21.1.1 sent by first class post or left at the Management Company's address set out in this Agreement (or any alternative address provided to the Tenant in writing from time to time); or
  - 21.1.2 sent to, and received at, the Management Company's email address set out on the Management Company's website, ([www.hellostudent.co.uk](http://www.hellostudent.co.uk)) at the relevant time (or any alternative email address provided to the Tenant from time to time).
- 21.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 21.2.1 sent by first class post or left at the Tenant's address set out in this Agreement; or
  - 21.2.2 (during the Residential Period) left at the Dwelling; or
  - 21.2.3 sent to, and received at, the Tenant's email address set out in this Agreement.
- 21.3 Any notice sent by:
- 21.3.1 first class post shall be deemed to have been received on the second Working Day after it was sent;
  - 21.3.2 Email, at 9.00 am on the next Working Day after sending.

## 22 Complaints

The complaints procedure can be found on the Management Company's website ([www.hellostudent.co.uk](http://www.hellostudent.co.uk)).

## 23 Declarations

The Tenant, in signing this Agreement, confirms to the Landlord that the Tenant:

- 23.1 has made full and true disclosure of all information sought by the Landlord or the Management Company in connection with the entering into of this Agreement; and
- 23.2 has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to enter into this Agreement.

## 24 **Assignment by the Landlord**

The Landlord shall be entitled to assign its interest under this Agreement from time to time (including the benefit of the guarantee it contains) in whole or in part freely and without the need to obtain the consent of the Tenant or the Guarantor.

## 25 **Student Tenancy Agreement**

25.1 The Landlord and the Tenant acknowledge and agree that:

25.1.1 this Agreement is a student tenancy agreement as contemplated by paragraph 5 (*Student let*) of Schedule 1 to the Private Housing (Tenancies) (Scotland) Act 2016 (the **2016 Act**);

25.1.2 the purpose of this Tenancy is to confer on the Tenant the right to occupy the let Room/Studio while the Tenant is a student;

25.1.3 sub-paragraph (3) of the said paragraph 5 (*Student let*) of Schedule 1 to the 2016 Act applies; and

25.1.4 accordingly this Tenancy is a contractual tenancy only.

25.2 The Tenant, in entering into this tenancy agreement, acknowledges that nothing contained within this Agreement is to be construed as conferring (or will confer) on the Tenant a "private residential tenancy" under the 2016 Act.

## 26 **Consent to Registration**

The parties to this Agreement consent to the registration of this Agreement for preservation and execution.

## 27 **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 by and construed in accordance with the law of Scotland.

## 28 **Tenant's Additional Requirements**

28.1 The Tenant, in entering into this tenancy agreement, acknowledges that nothing contained within this Agreement is to be construed as conferring (or will confer) on the Tenant a "private residential tenancy" under the 2016 Act

28.2 The Tenant must notify the Landlord via the dedicated booking portal on or before the date of committing to this Tenancy, or thereafter as soon as reasonably practicable but in any event no less than 45 days before the Tenancy Commencement Date, of any requirements the Tenant has arising from a disability that require adjustments to the Room/Studio so that the Room/Studio can be safely occupied (the "Tenant's Additional Requirements").

28.3 The Tenant must notify the Landlord via the dedicated booking portal on or before the date of committing to this Tenancy, or thereafter as soon as reasonably practicable but in any event no less than 45 days before the Tenancy Commencement Date, of any requirements the Tenant has arising from a disability that require adjustments to the Room/Studio so that the Room/Studio can be safely occupied (the "Tenant's Additional Requirements").

28.4 The Tenant must notify the Landlord via the dedicated booking portal on or before the date of committing to this Tenancy, or thereafter as soon as reasonably

practicable but in any event no less than 45 days before the Tenancy Commencement Date, of any requirements the Tenant has arising from a disability that require adjustments to the Room/Studio so that the Room/Studio can be safely occupied (the "Tenant's Additional Requirements").

- 28.5 The Tenant must notify the Landlord via the dedicated booking portal on or before the date of committing to this Tenancy, or thereafter as soon as reasonably practicable but in any event no less than 45 days before the Tenancy Commencement Date, of any requirements the Tenant has arising from a disability that require adjustments to the Room/Studio so that the Room/Studio can be safely occupied (the "Tenant's Additional Requirements").
- 28.6 The Tenant must provide this notification to the Landlord and the Management Company in accordance with the notice requirements pursuant to Clause 21 "Notices" of this Agreement.
- 28.7 Upon receiving the Tenant's notification in accordance with clauses 28.1 and 28.2, the Landlord will consider this notification and take reasonable steps to accommodate it. The Landlord will at all times act lawfully and consider what is reasonable and practicable in the circumstances.
- 28.8 Where a requested adjustment cannot reasonably be made, the Landlord will:
- 28.8.1 discuss alternative adjustments with the Tenant to avoid any substantial disadvantage where possible; and
  - 28.8.2 the Landlord may terminate the Tenancy where the Tenant's Additional Requirements cannot be safely or reasonably accommodated. The Parties agree that the Landlord will not be responsible for any losses suffered by the Tenant or Guarantor as a result of termination under this clause.
- 28.9 Where the Tenant gives notification of the Tenant's Additional Requirements in less than 45 Working Days before the Commencement Date, or gives no notification at all, and as a result the Landlord is unable to make adjustments before the Commencement Date, the Tenant shall remain liable for the rent and other obligations under this Agreement.

**WARNING: You, as potential Tenant, (and you as potential Guarantor, if applicable) should read this Agreement and make sure you understand it before you sign it. If you are not sure about anything in this Agreement, you should seek independent advice from a solicitor, citizens' advice bureau or legal advice centre.**

**This Agreement is a legally binding document. By signing it you are entering into an enforceable contract with the Landlord and will be bound by the terms of this Agreement from the date upon which all the parties to the Agreement sign and will not be released from your obligations (for example to pay Rent) until the expiry of this Agreement.**

This Agreement is executed by the Parties as follows:

Signed by the **Tenant**

Date:

Signed by the **Guarantor**:

Date:

Signed on behalf of the **Management Company**,  
(acting as **attorney for the Landlord**):

A handwritten signature in black ink that reads "Mike Burt" with a horizontal line extending to the right.

Name of signatory: Mike Burt

Position of signatory: Chief Financial Officer

Date: