

Contract for the letting of furnished residential accommodation to Students at <<Property_Name>> Student Accommodation <<Property_AddrS>>.

FIXED TERM STANDARD OCCUPATION CONTRACT – EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the “Contract Holder”, and the “Landlord”.

Your Landlord must give you a written statement, free of charge, within 14 days of the “occupation date” (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the Landlord may be liable to pay you compensation, equivalent to a day’s rent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the Landlord is required to give you. The terms set out your rights and responsibilities and those of the Landlord (that is, the things that you and your Landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the Contract Holder is not entitled to occupy the dwelling as a home, details of those periods.

Fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act. However, others can be left out or changed once the Landlord has given you a written statement, but only if you and the Landlord agree to do that and it benefits you as the Contract Holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

additional terms – these are the terms of the tenancy, agreed by you and the Landlord which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the Landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the Landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the Landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your Landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- (a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- (a) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months’ rent is unpaid), or

- (b) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

You have important rights as to how you can use the dwelling, although some of these require the consent of your Landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your Landlord or their agent. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your Landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

PARTIES TO THIS AGREEMENT:

This contract is between:

- (1) **Landlord:** <<LEGALENTITY_NAME_EMP>>
Registered Office: <<LEGALENTITY_ADDRS_EMP>>
Registered Number: <<ESP_LE_COMMREG>>
- (2) **Contract Holder:** <<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

Rent Smart Wales

Registration Number #L3-001042594

Licence Number #A2-000-09735

PARTICULARS OF THIS STATEMENT:

- Development:** <<Property_Name>>
- Development Address:** <<Property_AddrS>>
- Room/Studio (dwelling):** <<FLEX_UNITCODE>> - <<ESP_ROOMCODE>>
- Room/Studio Type:** <<Stu2_RoomDesc>>
- Occupation Date:** <<TENMOVEIN>>
- Expiry Date:** <<LEASE_END_DATE>>

Residential Period: From the <<TENMOVEIN>> - <<LEASE_END_DATE>>

Rent: £<<Stu2_InstallmentCustTotal>>, payable on the dates, and in the manner, set out in Clause 3.

Rent Smart Wales

Registration Number #L3-001042594

Licence Number #A2-000-09735

PREAMBLE

The Landlord has agreed to grant and the Contract Holder has agreed to take an occupation contract of the Dwelling for the Residential Period and otherwise on the terms set out in this Statement, and (if applicable) the Guarantor has agreed to guarantee the performance by the Contract Holder of his/her/their obligations under the Contract.

The fixed term standard contract will end on the Expiry Date.

NOW THEREFORE the Landlord and the Contract Holder and (if applicable) the Guarantor agree as follows:

1 Definitions and Interpretation of this Statement

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

"Act" means the Renting Homes (Wales) Act 2016;

"Authorised Persons" means

(a) the Contract Holder's personal representatives, or

(b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together;

"Contract" means the occupation contract recorded by this Statement;

"Contract Holder" means the Contract Holder as detailed in as detailed in the Parties above;

"Dealings" means:

(a) creating a tenancy, or creating a licence which confers the right to occupy the Dwelling;

(b) transferring;

(c) mortgaging or otherwise charging.

"Development" means the single building, or group of buildings, including in either case the relevant surrounding grounds (if any), of which the Dwelling 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 Contract Holders 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 Contract Holders 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 Contract Holder or other contract holders;

"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 Contract Holder or other contract holders of such apartment exclusively which are present within the Dwelling Shared Areas of that apartment at the Occupation 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 or destruction 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 Contract Holder at the Occupation Date which contains a detailed listing of Room Items and (if applicable) Dwelling Shared Items;

"Lack of care" means a failure to take proper care:

- (a) of the Dwelling, or
- (b) the common parts that you are entitled to use under this Contract.

"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 in 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 the Contract which are set out at the beginning of this Statement;

"Permitted Occupier" means:

- (a) he or she lives in the Dwelling as a lodger or sub-holder of the contract-holder, or
- (b) he or she is not a lodger or sub-holder but is permitted by the Contract Holder to live in the Dwelling as a home.

"Relevant Cause" means fire, storm, flood or other inevitable accident.

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

"Service Installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

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

"Statement" means this written statement of terms;

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

"Working Day" means any day which is not a Saturday, a Sunday or a bank holiday or public holiday in England or Wales;

- 1.2 Clause headings are inserted for convenience only and do not affect the interpretation of this Statement.
- 1.3 Any reference in this Statement to a Clause is to a Clause of this Statement.
- 1.4 In this Statement, 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 Statement and words and expressions set out in the Particulars have the same meaning throughout this Statement.
- 1.6 Any phrase in this Statement 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 Statement 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 Statement and the remainder of such provision shall not be affected.
- 1.8 Any reference in this Statement 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 Dwelling to the Contract Holder for the Residential Period (subject to the rights of termination), 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 contract holders of other parts of the Development, the Development Shared Areas and the Development Shared Items.
- 2.2 Within seven days after the Occupation Date, the Contract Holder 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 Contract Holder agrees that the Contract Holder will be treated as having accepted that the Inventory is correct.
- 2.3 As regards Show Flats, the Contract Holder understands and accepts that:
 - 2.3.1 any Show Flats viewed by the Contract Holder before the Contract Holder entered into this Contract are/were:
 - 2.3.1.1 not a true representation of any of the accommodation within the Development, whether as regards size, shape or (in some cases) content; and
 - 2.3.1.2 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 Contract Holder has on entry into this Contract paid an advance payment of Rent in the sum of Two Hundred and Fifty Pounds (£250) which the Landlord hereby acknowledges receipt of and such sum will be accordingly deducted from the payments due in accordance with Clause 3.2 below. This payment partially discharges (to the extent of £250) the Contract Holder's obligation to pay the rental payment due under Clause 3.2 on the first payment date occurring pursuant to the terms of this Contract.] The Landlord and the Contract Holder agree that the Contract Holder has not paid (and is not required to pay) a tenancy deposit in respect of this Contract.

3.2 If there is a Guarantor of the Contract Holder's obligations under this Contract who (1) is acceptable to the Landlord and (2) is a party to, and has signed, this Statement, then the Rent will be payable in instalments, as follows:

£<<Stu2_InstallmentCustAmount1>> on <<Stu2_InstallmentCustDueDate1>>

£<<Stu2_InstallmentCustAmount2>> on <<Stu2_InstallmentCustDueDate2>> and

£<<Stu2_InstallmentCustAmount3>> on <<Stu2_InstallmentCustDueDate3>> and

£<<Stu2_InstallmentCustAmount4>> on <<Stu2_InstallmentCustDueDate4>> and

£<<Stu2_InstallmentCustAmount5>> on <<Stu2_InstallmentCustDueDate5>> and

£<<Stu2_InstallmentCustAmount6>> on <<Stu2_InstallmentCustDueDate6>> and

£<<Stu2_InstallmentCustAmount7>> on <<Stu2_InstallmentCustDueDate7>> and

£<<Stu2_InstallmentCustAmount8>> on <<Stu2_InstallmentCustDueDate8>> and

£<<Stu2_InstallmentCustAmount9>> on <<Stu2_InstallmentCustDueDate9>> and

£<<Stu2_InstallmentCustAmount10>> on <<Stu2_InstallmentCustDueDate10>> and

£<<EARLY_DELAY_AMT>> on <<EARLY_DELAY_DUE>>

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

£<<Stu2_InstallmentCustTotal>> on the

<<STU2_INSTALLMENTCUSTTOTALDUE DATE>>

These instalment and payment date provisions are all subject to the Landlord's reserved right under clause 3.5 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 Clauses 3.1 and 3.2, is payable by cleared funds, to the account directed by the Management Company.

3.4 The Contract Holder is not permitted to reduce any payment of any instalment of Rent by:

- 3.4.1 making any deduction from it; or
- 3.4.2 setting any sum off against it for any reason

unless, this is expressly authorised by the Landlord and/or the Management Company or if the Landlord is liable to pay the Contract Holder compensation under section 87 of the Act, then, in either case, the Contract Holder may set off that liability against rent.

- 3.5 If the Contract Holder falls into an unauthorised arrears position with respect to the Rent, the Landlord reserves the right to require the Contract Holder then to make payment of the whole amount of any outstanding balance of the Rent for the whole Residential Period.
- 3.6 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 Contract Holder.
- 3.7 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.
- 3.8 In the event that the Contract Holder remains in occupation of the Dwelling following the expiry of the Residential Period the Rent shall automatically increase by multiplying the Rent stated herein by x 1.15 for any applicable period of continued occupation by the Contract Holder.

4 Costs

Where the Landlord or the Management Company carries out work or performs any other obligation for which the Contract Holder is responsible and has breached or failed to perform, the Landlord shall be entitled to recover from the Contract Holder (and the Contract Holder 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 (without prejudice to the Contract Holder'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 Contract Holder).

5 Other Payments or Charges due by the Contract Holder

- 5.1 Unless otherwise stated in this Statement, the Contract Holder 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 Contract Holder, 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 Contract Holder, 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 Contract are requested by the Contract Holder 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 Contract Holder 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 changes to payment options;
 - 5.3.2 changes to Guarantor details; or
 - 5.3.3 any other amendment of the terms of this Contract which the Landlord is not bound, by statute, to accept.

- 5.4 The Contract Holder 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 Dwelling for the duration of the Contract and hereby indemnifies the Landlord against any Council Tax due in respect any Council Tax falling due in respect of the Dwelling during the Contract Period. Where the Contract Holder is entitled to claim any exemption from the payment of such tax, the Contract Holder shall claim such exemption forthwith and deliver to the Landlord within 28 days of the Occupation Date the certificate of exemption from which the Contract Holder benefits. For the avoidance of any doubt, the Contract Holder agrees that Council Tax in respect of the Dwelling and for the entirety of the duration of the Contract is the Contract Holder'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 Contract Holder is responsible for looking after the keys and any security device for the Dwelling during the Contract. If the Contract Holder fails to do so, the Contract Holder is responsible for the actual costs (including the labour of any third party contractor) properly incurred as a result. If the Contract Holder becomes aware that the Dwelling has been or will be unoccupied for 28 or more consecutive days, the Contract Holder must notify the Landlord as soon as reasonably practicable.

6 Termination

- 6.1 This Contract may be ended only in accordance with:
- 6.1.1 the fundamental terms of this Contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this Contract in accordance with Part 9 which are set out in clauses 6.1 to 6.9 inclusive, clause 13, clause 17 and clause 29.3; or
 - 6.1.2 any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 6.2 Nothing in this clause affects:
- 6.2.1 any right of the Landlord or Contract Holder to rescind the Contract, or
 - 6.2.2 the operation of the law of frustration
- 6.3 If the Landlord and the Contract Holder agree to end this Contract, this Contract ends:
- 6.3.1 when the Contract Holder gives up possession of the Dwelling in accordance with its agreement with the Landlord, or
 - 6.3.2 if the Contract Holder does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- 6.4 An occupation contract is a substitute contract if —
- 6.4.1 it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - 6.4.2 the Contract Holder remains the same person.
- 6.5 If the Landlord commits a repudiatory breach of contract and the Contract Holder gives up possession of the dwelling because of that breach, this Contract ends when possession of the Dwelling is given up.
- 6.6 If the Contract is held by a sole contract-holder, this Contract ends:
- 6.6.1 one month after the death of the Contract Holder, or
 - 6.6.2 if earlier, when the Landlord is given notice of you're the Contract Holder's by the Authorised Persons.

- 6.7 The Contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed the Contract Holder.
- 6.8 The Contract does not end if, at the death of the Contract Holder, a family property order has effect which requires the Contract to be transferred to another person.
- 6.9 If, after the death of the Contract Holder, the family property order ceases to have effect and there is no person qualified to succeed the Contract Holder, the Contract ends:
 - 6.9.1 when the order ceases to have effect, or
 - 6.9.2 if later, at the time the Contract would end under clause 6.6.
- 6.10 Information about what the Landlord is likely to do or require should the Contract Holder wish so to cancel this Contract is set out in the Cancellation Policy on the Management Company's website, but the Contract Holder accepts that:
 - 6.10.1 such policy is indicative only; and
 - 6.10.2 the Landlord is not bound by the terms of such policy and that such policy may change from time to time; and
 - 6.10.3 the Landlord has absolute discretion as to whether or not to consent to, or on what terms to consent to, any request by the Contract Holder so to cancel this Contract; subject to clause 17

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 Contract Holder to pay the Rent or to observe or perform any of the other obligations of the Contract Holder under, or any of the other provisions of, this Contract.
- 7.2 The liability of the Guarantor under Clause 7.1 shall continue unless or until the Contract Holder is released from the obligations of the Contract Holder under this Contract.
- 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 Contract Holder;
 - 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 Contract Holder under this Contract 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 Contract Holder for any failure to pay the Rent or to observe or perform any of the other obligations of the Contract Holder under, or any of the other provisions of, this Contract; and/or
 - 7.3.4 the Contract Holder 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 Contract Holder by the later of
 - 7.4.2.1 the date occurring fifteen days before the Commencement Date, and

7.4.2.2 the date occurring five days after the date of signing of this Contract by the Contract Holder 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 Contract notifies the Contract Holder that the Guarantor is not acceptable to the Landlord, then the Contract Holder shall 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 of its other obligations under Clause 7; and

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

8 Joint and Several Liability

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

8.2 If the Dwelling is a multi-room apartment, the Contract Holder 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.

8.3 The provisions of this clause are subject to clause 21 and the Act.

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 Contract,

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

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 Contract Holder 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 Contract.

10 Care of the Accommodation

The Contract Holder 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 (however 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 Contract Holder 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, 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 to 7am which may be considered a nuisance or annoyance to the occupiers of the Development or any neighbouring properties;
- 11.4 not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) —

- 11.4.1 to live in the Dwelling subject to this contract, or
- 11.4.2 to live in a premises or other accommodation in the locality of the Dwelling.
- 11.5 not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —
 - 11.5.1 in the Dwelling subject to this Contract, or
 - 11.5.2 in the locality of that Dwelling.
- 11.6 not engage or threaten to engage in conduct —
 - 11.6.1 capable of causing nuisance or annoyance to —
 - 11.6.1.1 the Landlord, or
 - 11.6.1.2 a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and
 - 11.6.2 that is directly or indirectly related to or affects the Landlord's housing management functions.
- 11.7 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);
- 11.8 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 Contract Holder 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;
- 11.9 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;
- 11.10 not keep or use candles or any open flame, lighting or heating equipment anywhere in the Dwelling or Development;
- 11.11 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;
- 11.12 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 subject to clause 21 not sub-let or assign the whole, or any part, of the Contract, the Dwelling or any of the Contract Holder's rights under this Contract nor part with possession or share occupation of the Dwelling;
- 11.14 not affix any notice, poster or similar article anywhere in the Development except on the notice boards (if any) provided;
- 11.15 comply with all relevant legislation and other legal requirements in connection with the Contract Holder's use and occupation of the Dwelling and conduct in the Development;
- 11.16 use best endeavours to ensure that the Contract Holder's visitors comply with Clause 10 (Care of the Accommodation) and this Clause 11 (Proper conduct for communal living) and

the Contract Holder shall be liable to the Landlord for any loss, damage or expense caused by any such visitors;

- 11.17 attend any fire training session arranged by the Management Company;
- 11.18 not smoke in the Development other than in the outside designated smoking areas;
- 11.19 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:
 - 11.19.1 animals or pets of any description (save where the Landlord is obliged to permit the same by law);
 - 11.19.2 liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
 - 11.19.3 illegal drugs or substances, whether for the Contract Holder's own use or otherwise, unless prescribed by a genuine medical practitioner; and
 - 11.19.4 weapons or imitation weapons of any form;
- 11.20 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 Development, their visitors, our employees or any other person attending the Development, or to any owner or occupier of any neighbouring property nor threaten to do so;
- 11.21 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;
- 11.22 not use or threaten to use the Dwelling, including any common parts and any other part of the Development, for criminal purposes;
- 11.23 not, by any act or omission:
 - 11.23.1 allow, incite or encourage any person who is living in or visiting the Dwelling to act as mentioned in clauses 11.4 to 11.6 inclusive, or
 - 11.23.2 allow, incite or encourage any person to act as mentioned in clause 11.22;
- 11.24 not run a trade or business from the Dwelling and/or the Development without the Landlord's consent;
- 11.25 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;
- 11.26 not install any wireless or television pole, aerial, satellite dish or apparatus on the Development;
- 11.27 not threaten, assault or commit any violence against any person on any part of the Development and in the event that the Contract Holder or any visitors of the Contract Holder 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 Contract Holder or persons authorised by the Contract Holder to be at the Development give rise to the Landlord's external security advisers being called pursuant to this Clause 11.27 the Contract Holder 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 arising;

- 11.28 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;
- 11.29 not to misuse or damage the Development Shared Items or remove the same from the Development; and
- 11.30 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 Contract Holder accepts that if the Management Company removes any bicycle stored in breach of this prohibition the Landlord shall be entitled to recover from the Contract Holder 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 Contract Holder.
- 11.31 not to park in the car parking facilities at the Development unless the Landlord or Management Company notifies the Contract Holder of a parking provision being available and where the Landlord does so subject to the Contract Holder having paid for a car parking space which is to be used by the Tenant for their own private vehicle only;
- 11.32 save where the Landlord or the Management Company has notified the Contract Holder otherwise or communicates otherwise via the Landlord's or Management Company's website the Contract Holder shall not park a motor vehicle in the streets in the vicinity of the Development.
- 11.33 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.
- 11.34 notify on or before the date of this Contract or immediately upon becoming aware, any undisclosed or unspent criminal convictions.

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 Termination by the Landlord

Possession Claims

- 13.1 The Landlord may make a claim to the court for recovery of possession of the Dwelling from the Contract Holder ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in clauses 13.4 to 13.24 inclusive and clause 29.3 of this Statement.

Possession Notices

- 13.2 This clause applies in relation to a possession notice which the Landlord is required to give to the Contract Holder under any of the following clauses before making a possession claim:

- 13.2.1 Clause 13.6 (in relation to a breach of contract by a Contract-Holder);

- 13.2.2 Clause 13.15 (in relation to estate management grounds);

13.2.3 Clause 13.23 (in relation to serious rent arrears).

13.3 The notice served under clause 13.2 must (in addition to specifying the ground on which the claim will be made):

13.3.1 state the Landlord's intention to make a possession claim,

13.3.2 give particulars of the ground for seeking possession, and

13.3.3 state the date after which the landlord is able to make a possession claim.

Grounds for termination: Breach of Contract

13.4 If the Contract Holder breaches this Contract, the Landlord may on that ground make a possession claim.

13.5 Section 209 of the Act provides that the court may not make an order for possession for breach of the Contract unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

13.6 Before making a possession claim on the ground in clause 13.4, the Landlord must give the Contract Holder a possession notice specifying that ground.

13.7 The Landlord may make a possession claim in reliance on a breach of clause 11 (anti-social behaviour and other prohibited conduct) on or after the day on which the Landlord gives the Contract Holder a possession notice specifying a breach of that term.

13.8 The Landlord may not make a possession claim in reliance on a breach of any other term of this Contract before the end of the period of one month starting with the day on which the Landlord gives the Contract Holder a possession notice specifying a breach of that term.

13.9 Under either clause 13.7 or 13.8, the Landlord may not make a possession claim after the end of the period of six months starting with the day on which the Landlord gives the Contract Holder the possession notice.

Grounds for termination Estate Management Grounds

13.10 The Landlord may make a possession claim on one or more of the estate management grounds.

13.11 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this Statement.

13.12 Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:

13.12.1 it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and

13.12.2 it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to the Contract Holder (or will be available when the order takes effect).

13.13 If the court makes an order for possession on an estate management ground (and on no other ground), the Landlord must pay to the Contract Holder a sum equal to the reasonable expenses likely to be incurred by the Contract Holder in moving from the Dwelling.

13.14 Clause 13.13 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

13.15 Before making a possession claim on an estate management ground, the Landlord must give the Contract Holder a possession notice specifying that ground.

13.16 The landlord may not make the claim —

- 13.16.1 before the end of the period of one month starting with the day on which the Landlord gives the Contract Holder the possession notice, or
 - 13.16.2 after the end of the period of six months starting with that day.
- 13.17 If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the Landlord may give the Contract Holder a possession notice specifying estate management Ground B before the conditions are met.
- 13.18 The Landlord may not give the Contract Holder a possession notice specifying estate management Ground G (accommodation not required by successor) —
 - 13.18.1 before the end of the period of six months starting with the day on which the Landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
 - 13.18.2 after the end of the period of twelve months starting with that day.
- 13.19 The Landlord may not give the Contract Holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this Contract ended.
- 13.20 If the Contract Holder is seriously in arrears with Rent, the Landlord may on that ground make a possession claim.
- 13.21 The Contract Holder is seriously in arrears with Rent:
 - 13.21.1 where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
 - 13.21.2 where the rental period is a month, if at least two months' rent is unpaid;
 - 13.21.3 where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
 - 13.21.4 where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- 13.22 Section 216 of the Act provides that the court must (subject to any available defence based on the Contract Holder's Convention rights) make an order for possession of the Dwelling if it is satisfied that the Contract Holder —
 - 13.22.1 was seriously in arrears with Rent on the day on which the Landlord gave the Contract Holder the possession notice, and
 - 13.22.2 are seriously in arrears with Rent on the day on which the court hears the possession claim.
- 13.23 Before making a possession claim for serious Rent arrears, the Landlord must give the Contract Holder a possession notice specifying that ground.
- 13.24 The Landlord may not make the claim:
 - 13.24.1 before the end of the period of 14 days starting with the day on which the Landlord gives the Contract Holder the possession notice, or
 - 13.24.2 after the end of the period of six months starting with that day.

Court's Order for possession

- 13.25 If the court makes an order requiring the Contract Holder to give up possession of the Dwelling on a date specified in the order, this Contract ends:

- 13.25.1 if the Contract Holder gives up possession of the Dwelling on or before that date, on that date,
 - 13.25.2 if the Contract Holder gives up possession of the Dwelling after that date but before the order for possession is executed, on the day on which the Contract Holder gives up possession of the Dwelling, or
 - 13.25.3 if the Contract Holder does not give up possession of the Dwelling before the order for possession is executed, when the order for possession is executed.
- 13.26 Clause 13.27 applies if:
- 13.26.1 it is a condition of the order that the Landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
 - 13.26.2 that joint contract-holder (or those joint contract-holders) continues to occupy the Dwelling on and after the occupation date of the new contract.
- 13.27 This Contract ends immediately before the occupation date of the new contract.

14 Access by the Landlord

- 14.1 The Contract Holder 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 at any reasonable time for any of the following purposes on giving at least 24 hours' notice before exercising the right subject to clause 14.3:
- 14.1.1 to carry out any maintenance necessary to preserve the value or the good state of repair of the Development;
 - 14.1.2 carrying out works or repairs needed in order to comply with the obligations set out in clauses 19.2 to 19.4 (inclusive) of this Contract or under any other agreement or contract or imposed by statute or local authority regulation;
 - 14.1.3 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 to include carrying out repairs to the fixtures and fittings or other items listed in the Inventory, or replacing them;
 - 14.1.4 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; and
 - 14.1.5 to allow viewings by prospective tenants and/or purchasers of any part of the Development;
 - 14.1.6 any other reasonable purpose in connection with the management of the Development.
- 14.2 Where the Landlord needs to carry out works or repairs to another part of the building in which the Dwelling is situated the landlord is not liable for failing to comply with the obligations under clauses 19.2 to 19.4 (inclusive) if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.
- 14.3 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:
- 14.3.1 ensure the safety of the Contract Holder and of any other occupiers of, or visitors to, any part of the Development and its vicinity; and

14.3.2 safeguard any part of the Development itself

If the Contract Holder does not provide access immediately the Landlord may enter the Dwelling without its permission.

14.4 If the Landlord enters the Dwelling in accordance with clause 14.3, it must notify the Contract Holder it has entered the Dwelling as soon as reasonably practicable after entry.

15 At the end of the Contract

15.1 When the Contract Holder vacates the Dwelling at the end of the Contract the Contract Holder must:

15.1.1 remove any personal belongings and leave the Dwelling in the same clean and tidy condition (to a professional standard) as it was when handed over at the Occupation Date in a clean and hygienic condition free of any rubbish;

15.1.2 (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 Occupation Date (except for fair wear and tear);

15.1.3 ensure that any Room Items and (if applicable) all Dwelling Shared Items are left in the Dwelling; and

15.1.4 hand over to the Management Company all access key(s) and/or fob(s) for the Dwelling and the Development (as applicable) and the Contract Holder accepts that if this obligation is breached the Contract Holder 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 Dwelling and met its obligations pursuant to Clause 15.1 no later than 10am on the final date of the Residential Period or before.

15.2 The Contract Holder 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 Contract Holder, can be assessed and allocated to the Contract Holder.

15.3 In the event that:

15.3.1 mail is received for the Contract Holder at the Development after the Expiry Date the Landlord shall return all such items to the sender;

15.3.2 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 Contract Holder for any loss, cost or damage arising as a consequence, whether directly or indirectly.

The statutory rights of the Landlord, the Management Company and the Contract Holder to take legal action through the courts remain unaffected by this clause 15.3.

15.4 The Contract Holder agrees that in the event that the Contract Holder 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 Contract Holder 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 Contract Holder shall pay to the Landlord any reasonable cost associated where Clause 15.4 arises.

16 Expenses Related to Breaches of this Contract or Recovering Possession

16.1 If the Contract Holder breaches or fails to comply with any of the Contract Holder's obligations under, or any other provision of, this Contract, the Contract Holder 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:

16.1.1 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

16.1.2 The Contract Holder is not liable for fair wear and tear to the Dwelling or to fixtures and fittings within the Dwelling but must —

16.1.2.1 take proper care of the Dwelling, fixtures and fittings within the Dwelling and any items listed in the Inventory,

16.1.2.2 not remove any fixtures and fittings or any items listed in the Inventory from the Dwelling without the consent of the landlord,

16.1.2.3 keep the Dwelling in a state of reasonable decorative order, and

16.1.2.4 not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the Dwelling or any persons residing in the vicinity of the Dwelling

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

| | | | | |
|---------------------------------------|--------|--------|-------|--------|
| Kitchen Bins | £50 | | £100 | |
| Vacuum Cleaner | £125 | | | |
| Worktop | £750 | | £750 | |
| Fridge freezer | | | | |
| Fridge | £250 | | £300 | |
| Freezer | £250 | | £300 | |
| Fridge/Freeze | £350 | | £500 | |
| 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 desk-top only | £225 | £225 | | |
| replace work desktop (including draws | £875 | £875 | | |

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

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

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

17 Ending the Contract by Contract Holder

17.1 The Contract Holder may end this Contract at any time before the earlier of:

17.1.1 the Landlord giving the Contract Holder a written statement of this Contract under clause 23, or

17.1.2 the Occupation Date.

17.2 To end this Contract under clause 17.1 the Contract Holder must give a notice to the Landlord stating that it is ending this Contract.

- 17.3 On giving the notice to the Landlord, the Contract Holder:
- 17.3.1 ceases to have any liability under this Contract, and
 - 17.3.2 become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this Contract.
- 17.4 If there are joint contract-holders under this Contract, this Contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

18 Contract Holder indemnity and Other Miscellaneous Matters

- 18.1 The Contract Holder 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 Contract Holder 's obligation under this Contract; or
 - 18.1.2 other failure by the Contract Holder to comply with this Contract.
- 18.2 The Contract Holder must insure the Contract Holder '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 Contract Holder 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 Contract Holder confirms to the Landlord that the Contract Holder is, or will be at the Occupation Date, and shall remain throughout the Residential Period, a Full Time Student.
- 18.5 Should the Contract Holder, for whatever reason, cease to be a Full Time Student the Contract Holder:
- 18.5.1 must notify the Management Company within seven days of such change of status; and
 - 18.5.2 shall 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.

19 Landlord's Obligations

- 19.1 The Landlord must:
- 19.1.1 allow the Contract Holder quietly to possess and enjoy the Dwelling and the Contract Holder's other rights under this Contract without interference from any third party whether by act of omission provided that the Landlord does not interfere with the Contract Holder's right to occupy the Dwelling by:
 - 19.1.1.1 reasonably exercising its rights under this Contract; or
 - 19.1.1.2 because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act)
- The Landlord is to be treated as having interfered with the Contract Holder's right if a person who —
- 19.1.1.3 acts on behalf of the Landlord, or

19.1.1.4 has an interest in the Dwelling, or part of it, that is superior to the Landlord's interest,

interferes with the Contract Holder's right by any lawful act or omission.

19.2 The landlord must ensure that the Dwelling is fit for human habitation:

19.2.1 on the Occupation Date, and

19.2.2 for the duration of this Contract.

The reference to the Dwelling includes, if the Dwelling forms part only of a building, the structure and exterior of the building and the common parts.

19.3 The landlord must:

19.3.1 keep in repair the structure and exterior of the Dwelling (including drains, gutters and external pipes), and

19.3.2 keep in repair and proper working order the service installations in the Dwelling.

19.4 If the Dwelling forms part only of a building, the Landlord must:

19.4.1 keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the Landlord has an estate or interest, and

19.4.2 keep in repair and proper working order a service installation which directly or indirectly serves the Dwelling, and which either:

19.4.2.1 forms part of any part of the building in which the Landlord has an estate or interest, or

19.4.2.2 is owned by the landlord or is under the Landlord's control.

19.5 The standard of repair required by clauses 19.3 and 19.4 is that which is reasonable having regard to the age and character of the Dwelling, and the period during which the Dwelling is likely to be available for occupation as a home.

19.6 The Landlord must make good any damage caused by works and repairs carried out in order to comply with the Landlord's obligations under clauses 19.2, 19.3 and 19.4.

19.7 The Landlord may not impose any obligation on you in the event of you enforcing or relying on the Landlord's obligations under clauses 19.2, 19.3 and 19.4.

19.8 Clause 19.2 does not impose any liability on the Landlord in respect of a Dwelling which the Landlord cannot make fit for human habitation at reasonable expense.

19.9 The Landlord's obligations under clauses 19.2, 19.3 and 19.4 do not require the Landlord:

19.9.1 to keep in repair anything which the Contract Holder is entitled to remove from the Dwelling, or

19.9.2 to rebuild or reinstate the Dwelling or any part of it, in the case of destruction or damage by a Relevant Cause.

19.10 If the Dwelling forms part only of the building, the landlord's obligation under clauses 19.2, and 19.4 do not require the Landlord to rebuild or reinstate any other part of the Building in which the Landlord has an estate or interest, in the case of destruction or damage by a Relevant Cause.

19.11 Clause 19.4 does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the Contract Holder's enjoyment of:

- 19.11.1 the Dwelling, or
- 19.11.2 the common parts the Contract Holder is entitled to use under this Contract.
- 19.12 Clause 19.2 does not impose any liability on the Landlord if the Dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by the Contract Holder or a permitted occupier of the dwelling.
- 19.13 The Landlord is not obliged by clauses 19.2, 19.3 and 19.4 to carry out works or repairs if the disrepair, or the failure of a Service Installation to be in working order, is wholly or mainly attributable to lack of care by the Contract Holder or a permitted occupier of the Dwelling.
- 19.14 The Landlord's obligations under clauses 19.2, 19.3 and 19.4 do not arise until the Landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- 19.15 The Landlord complies with the obligations under clauses 19.2, 19.3 and 19.4 if the Landlord carries out the necessary works or repairs within a reasonable time after the day on which the Landlord becomes aware that they are necessary.
- 19.16 If —
 - 19.16.1 the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
 - 19.16.2 the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with clauses 19.2, 19.3 and 19.4,
 - the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.
- 19.17 The Landlord must at the Occupation Date and throughout the Contract, take reasonable steps to assess any risk from exposure to legionella to ensure the safety of the Contract Holder in the Dwelling.
- 19.18 The Landlord shall not be responsible for:
 - 19.18.1 repair of any belongings of the Contract Holder which make use of electricity and/or water supplies within the Development; or
 - 19.18.2 repair or maintenance of any equipment belonging to and/or installed by the Contract Holder and which the latter would be entitled to remove from the Dwelling at the end of the Contract, except to any extent that such obligation is expressly undertaken by the Landlord in any previous written agreement which is attached to this Contract.
- 19.19 A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with clauses 19.2, 19.3 and 19.4, may enforce the clause in question in his or her own right by bringing proceedings in respect of the injury, loss or damage but a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this Contract.
- 19.20 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.
- 19.21 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 Contract Holder.
- 19.22 The Landlord must take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the following obligations:

- 19.22.1 all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
 - 19.22.2 the stopcocks and servicing valves must be located so that they can be readily examined, maintained and operated with reasonable practicability;
 - 19.22.3 the water pipes, both inside and outside the Dwelling, must be effectively protected against freezing and damage from other causes; and
 - 19.22.4 the Landlord must inspect the installations for the storage and supply of water for which the Landlord is responsible for during the Residential Period.
- 19.23 By the Occupation Date the Landlord must have equipped:
- 19.23.1 the Dwelling with the Room Items; and
 - 19.23.2 the Dwelling Shared Areas with the Dwelling Shared Items.
- 19.24 If the Dwelling is damaged or destroyed, otherwise than by the Contract Holder, to the extent that the Dwelling or the Room/Studio is entirely or partly uninhabitable, then the Landlord has the option of either:
- 19.24.1 terminating this Occupation Agreement with immediate effect, subject to the reservation of rights of all Parties against each other relative to any breach of this Contract before such termination; or
 - 19.24.2 carrying out works required to make 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):
 - 19.24.2.1 the whole or an appropriate part (as determined by the Landlord, acting reasonably) of the Rent, shall be abated (not payable by the Contract Holder); or
 - 19.24.2.2 the Landlord shall provide reasonably equivalent type of alternative accommodation for use by the Contract Holder, 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 Contract Holder or obtained from other sources (e.g. reading meters at the Dwelling) for the purpose of managing this Contract.
- 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 Contract Holder's identity;
 - 20.2.2 the period of the Contract Holder's occupation of the Dwelling; and
 - 20.2.3 the Contract Holder's forwarding address(es),
- to relevant utility suppliers and any local authority upon request.
- 20.3 The Contract Holder, by entering into the Contract, 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 Contract Holder is entitled to withdraw the consent to the processing of personal data at any time. If the Contract Holder wishes to do so, the Contract Holder 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 Contract Holder agrees to provide the Landlord or the Management Company with the Contract Holder's forwarding address at the end of the Residential Period.
- 20.5 Information about how the Management Company processes and protects personal information that it holds about the Contract Holder, 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.
- 20.6 That Privacy Policy together with the Management Company's terms of use set out on that website (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 Contract Holder, or that the Contract Holder provides to the Management Company, will be processed by the Management Company.

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

21 Dealings, Joint Contract Holders and Lodgers

- 21.1 The Contract Holder must not deal with this Contract, the Dwelling or any part of the dwelling except:
 - 21.1.1 in a way permitted by this Contract, or
 - 21.1.2 in accordance with a family property order (see section 251 of the Act) .
- 21.2 A joint contract-holder may not deal with his or her rights and obligations under this Contract (or with this Contract, the Dwelling or any part of the Dwelling), except —
 - 21.2.1 in a way permitted by this Contract, or
 - 21.2.2 in accordance with a family property order.
- 21.3 If the Contract Holder does anything in breach of clause 21.1, or a joint contract-holder does anything in breach of clause 21.1 the transaction is not binding on the Landlord, and
- 21.4 the Contract Holder or the joint contract-holder are in breach of this Contract (despite the transaction not being binding on the Landlord).
- 21.5 You must not allow persons to live in the Dwelling as lodgers without the Landlord's consent.
- 21.6 The Contract Holder and another person may, with the consent of the Landlord, make that person a joint contract-holder under the Contract.
- 21.7 If a person is made a joint contract-holder under this clause, he or she becomes entitled to all the rights and subject to all the obligations of the Contract Holder under this Contract from the day on which he or she becomes a joint contract-holder.
- 21.8 If a joint contract-holder under this Contract dies, or ceases to be a party to this Contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are:
 - 21.8.1 fully entitled to all the rights under this Contract, and
 - 21.8.2 liable to perform fully every obligation owed to the Landlord under this Contract.
- 21.9 The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the Contract.

- 21.10 Nothing in clauses 21.7 and 21.8 removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- 21.11 Clauses 21.7 to 21.9 inclusive do not apply where a joint contract-holder ceases to be a party to this Contract because his or her rights and obligations under the Contract are transferred in accordance with the Contract.

22 Variation

- 22.1 This Contract may not be varied except:
- 22.1.1 by agreement between the Contract Holder and the Landlord, or
 - 22.1.2 by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 22.2 A variation of this Contract (other than by or as a result of an enactment) must be in accordance with clause 22.
- 22.3 The fundamental terms of this Contract set out in clause 22.4, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).
- 22.4 The fundamental terms are:
- 22.4.1 clause 11 (anti-social behaviour and other prohibited conduct),
 - 22.4.2 clauses 21.7 to 21.10 inclusive (joint contract-holder ceasing to be a party to the occupation contract),
 - 22.4.3 clauses 6.1 and 6.2 (permissible termination),
 - 22.4.4 clauses 6.6 to 6.9 inclusive (death of sole contract-holder),
 - 22.4.5 clause 13.1 (possession claims),
 - 22.4.6 clause 22.1 and 22.2,
 - 22.4.7 this clause, and
 - 22.4.8 clause 29.3 (false statement inducing - landlord to make contract to be treated as breach of conduct).
- 22.5 A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect unless as a result of the variation:
- 22.5.1 the fundamental provision which the term incorporates is incorporated without modification, or
 - 22.5.2 the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
- 22.6 if the variation (regardless of whether it is within clause 22.5) would render the fundamental term incompatible with a fundamental term set out in clause 22.4.
- 22.7 A variation of a term of this Contract is of no effect if it would render a term of this Contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- 22.8 Clause 22.7 does not apply to a variation made by or as a result of an enactment.

23 Written Statements and Provision of Information

Written Statements

- 23.1 The Landlord must give you a written statement of the Contract before the end of the period of 14 days starting with the Occupation Date.
- 23.2 If there is a change in the identity of the contract-holder under this Contract, the Landlord must give the new contract-holder a written statement of this Contract before the end of the period of 14 days starting with—
- 23.2.1 the day on which the identity of the contract-holder changes, or
 - 23.2.2 if later, the day on which the Landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- 23.3 The Landlord may not charge a fee for providing a written statement under clauses 22.1 and 22.2.
- 23.4 The Contract Holder may request a further written statement of this Contract at any time.
- 23.5 The Landlord may charge a reasonable fee for providing a further written statement.
- 23.6 The Landlord must give the Contract Holder the further written statement before the end of the period of 14 days starting with —
- 23.6.1 the day of the request, or
 - 23.6.2 if the Landlord charges a fee, the day on which the Contract Holder pays the fee.

24 Written statement of variation

- 24.1 If this Contract is varied the Landlord must, before the end of the relevant period, give the Contract Holder:
- 24.1.1 a written statement of the term or terms varied, or
 - 24.1.2 a written statement of this Statement as varied.
- 24.2 The relevant period is the period of 14 days starting with the day on which this Contract is varied.
- 24.3 The Landlord may not charge a fee for providing a written statement under clause 24.1.

25 Provision of information by landlord about the Landlord

- 25.1 The Landlord must, before the end of the period of 14 days starting with the occupation date give the Contract Holder notice of an address to which you may send documents that are intended for the Landlord.
- 25.2 If there is a change in the identity of the Landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the Landlord, give the Contract Holder notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.
- 25.3 If the address to which the Contract Holder may send documents that are intended for the Landlord changes, the Landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the Contract Holder notice of the new address.

26 Compensation for obligation to provide information about the Landlord

- 26.1 If the Landlord fails to comply with an obligation in clauses 25, the Landlord is liable to pay

the Contract Holder compensation under section 87 of the Act.

- 26.2 The compensation is payable in respect of the relevant date and every day after the relevant date until:
- 26.2.1 the day on which the Landlord gives the notice in question, or
 - 26.2.2 if earlier, the last day of the period of two months starting with the relevant date.
- 26.3 Interest on the compensation is payable if the Landlord fails to give the Contract Holder the notice on or before the day referred to in clause 26.2.2.
- 26.4 The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
- 26.5 The relevant date is the first day of the period before the end of which the landlord was required to give the notice

27 Notices

- 27.1 Any notice, statement or other document required or authorised to be given or made by this Contract must be in writing.
- 27.2 Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.
- 27.3 Any notice to the Landlord or to the Management Company sent under or in connection with this Contract shall be deemed to have been properly served if:
- 27.3.1 sent by first class post or left at the Management Company's address set out in this Contract (or any alternative address provided to the Contract Holder in writing from time to time); or
 - 27.3.2 sent to, and received at, the Management Company's email address set out on the Management Company's website (www.hellostudent.co.uk) (or any alternative email address provided to the Contract Holder from time to time).
- 27.4 Any notice sent to the Contract Holder under or in connection with this Contract shall be deemed to have been properly served if:
- 27.4.1 sent by first class post or left at the Contract Holder's address set out in this Contract; or
 - 27.4.2 (during the Residential Period) left at the Dwelling; or
 - 27.4.3 sent to, and received at, the Contract Holder's e-mail address set out in this Contract.
- 27.5 Any notice sent by:
- 27.5.1 first class post shall be deemed to have been received on the day second Working Day after it was sent;
 - 27.5.2 Email, at 9.00am on the next Working Day after sending.

28 Complaints

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

29 Declarations

The Contract Holder, in entering into this Contract, confirms to the Landlord that the Contract Holder:

- 29.1 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 Contract; and
- 29.2 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 Contract.
- 29.3 If the Landlord is induced to make this Contract by means of a relevant false statement:
 - 29.3.1 The Contract Holder is treated as being in breach of this Contract, and
 - 29.3.2 the Landlord may accordingly make a possession claim on the ground in clause 13.4 (breach of contract).
- 29.4 A relevant false statement is one which if it is made knowingly or recklessly by:
 - 29.4.1 you, or
 - 29.4.2 another person acting at your instigation.

30 Excluded Terms

- 30.1 The regulations of The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 set out in clause 30.2 have been excluded from this Contract.
- 30.2 Excluded terms:
 - 30.2.1 12 - Receipt of rent or other consideration
 - 30.2.2 11 - Periods when the dwelling is unfit for human habitation
 - 30.2.3 5 - Permitted occupiers who are not lodgers or sub-holders
 - 30.2.4 14 – Duty to notify landlord of defect or disrepair
 - 30.2.5 29- Changes to the dwelling
 - 30.2.6 6 - Changes to the provision of utilities to the dwelling
 - 30.2.7 7 - Security of the dwelling
 - 30.2.8 31 - Permitting lodgers
 - 30.2.9 9 -Repayment of rent or other consideration
- 30.3 Other supplemental terms have been included with amendment.
- 30.4 The fundamental term relating to deposits has been excluded as the Contract Holder is not required to pay a deposit under this Contract.

31 Governing Law and Jurisdiction

This Contract 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 England and Wales.

32 Contract Holder's Additional Requirements

- 32.1 The Contract Holder must notify the Landlord via the dedicated booking portal on or before the date of committing to this Contract, or thereafter as soon as reasonably practicable but in

any event no less than 45 days before the Commencement Date, of any requirements the Contract Holder has arising from a disability that require adjustments to the Property so that the Dwelling can be safely occupied.

- 32.2 The Contract Holder must provide this notification to the Landlord and the Management Company in accordance with the notice requirements pursuant to Clause 27 "Notices" of this Tenancy.
- 32.3 Upon receiving the Tenant's notification in accordance with clauses 32.1 and 32.2, 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.
- 32.4 Where a requested adjustment cannot reasonably be made without significant costs being incurred by the Landlord, the Landlord will:
- 32.4.1 discuss alternative adjustments with the Contract Holder to avoid any substantial disadvantage where possible; and
 - 32.4.2 where in the Landlord's reasonable opinion the Contract Holder's Additional Requirements cannot be safely or reasonably accommodated without significant costs being incurred, the Landlord shall communicate such additional costs which would be required to the Contract Holder and the Contract Holder shall be liable for any and all costs which may be properly incurred by the Landlord to make such reasonable alternative adjustments as the Landlord deems appropriate.
- 32.5 Where the Contract Holder gives notification of the Contract Holder's Additional Requirements 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 causing this Contract to be terminated in accordance with Clause 32.4.2, the Contract Holder shall remain liable for the rent and other obligations under this Contract.

[WARNING: You, as potential Contract Holder, (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 Agreement has been entered into on the date stated at the beginning of it:

Signed by the **Contract Holder**

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 from the end of the name.

Name of signatory: Mike Burt

Position of signatory: Chief Financial Officer

Date:

ANNEX

See clause 13.11.

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling –
 - (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - (b) to carry out work on that building or on land treated as part of the dwelling,and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

- 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.
 - (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
 - (3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
 - (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
 - (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and –
 - (a) there is no longer such a person living in the dwelling, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

- 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and –
- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).
- (2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –
- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
 - (b) there is no longer a person with those special needs living in the dwelling, and
 - (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with –
- (a) section 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
- (3) The second condition is that –
- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9
- (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
 - (2) An estate management reason may, in particular, relate to –
 - (a) all or part of the dwelling, or
 - (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.