

The following special conditions will apply to the Tenancy Agreement:

The Tenant warrants to the Landlord that he/she (i) will remain a student in full time education throughout the Tenancy Period; (ii) is not in breach of any previous tenancy agreement or any other agreement with the Landlord or any other company being a subsidiary of United Student Management Ltd; and (iii) has no unspent criminal convictions. Such warranties are deemed repeated by the Tenant each day until the Tenancy End Date and a breach of such warranties will amount to a breach of the Tenancy. However, such a breach will not allow the Tenant to avoid liability under the Tenancy.

Cancellation Policy:

1. Unless you have already collected the keys to the accommodation, you may cancel your booking by writing or sending an e-mail to us at info@axostudent.co.uk, at any time during the 14 days after we send you an e-mail confirming your booking is complete (the "Cooling-Off Period"). If you do that, we will make no charge and will return your Security Deposit to you.
2. After the Cooling-Off Period but before 01 August 2018,, you may cancel your booking by writing or sending an email to us at info@axostudent.co.uk, but we will retain your Security Deposit. However, if you cancel your booking within this period but enter into a new tenancy agreement with us in respect of a different room/flat but in respect of the same tenancy period (a "New tenancy Agreement"), we will only charge you a £100 cancellation fee.
3. On or after 01 August 2018, unless you are still within the Cooling-Off Period and have not collected the keys to your accommodation, or you enter into a New Tenancy Agreement (when we will only charge you a £50 cancellation fee), you will have to pay all amounts due under your agreement unless a replacement tenant is found for your Room. If a replacement tenant is found for your Room, we will release you from your agreement from the start date of the new tenancy agreement, but we will retain your Security Deposit (as referred to in the Tenancy Terms and Conditions).
4. In the event that the necessary grades are not attained to attend your chosen University, the deposit of £250 will be returned in full upon receipt of proof of non-acceptance from the University.

Important notice:

Please note that upon check-in, proof of address will need to be provided (utility bill, council tax bill, or a bank statement no more than 3 months old).

The Tenant and the Guarantor will, upon completion of the Tenancy Agreement, create a binding legal contract. If either the Tenant and/or the Guarantor do not fully understand the nature of that contract, it is recommended that they take independent legal advice before signing. In particular, the attention of the guarantor is drawn to clause 13 of the below tenancy terms and conditions.

Until the Tenancy Agreement is completed, the Landlord reserves the right to withdraw a provisional booking. In particular, the Landlord reserves the right not to complete the Tenancy Agreement if the Tenant or the Tenant's Guarantor does not meet the required conditions or provide the required documents deemed suitable by the management. This right to withdraw also applies if the Tenant or Tenant's guarantor are in breach of any other tenancy or other agreement entered into with the Landlord or any other company that is a subsidiary of United Student Management.

TENANCY TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1. In these Tenancy Terms and Conditions:

"Accommodation Fee" means the total of those amounts referred to in the Payment Schedule;

"Building Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store and any other common areas in the Building provided for the benefit of all tenants;

"Building" means the building or buildings where the Room, Flat, Flat Common Areas and the Building Common Areas are situated;

"Contents" means the furnishings, fixtures and fittings in the Room or Flat Common Areas as listed on the inventory to be provided to you on moving-in to the Room;

"Flat" means the flat referred to in the Tenancy Letter, including its Contents, but excluding the Service Media in the Flat;

"Flat Common Areas" means the Flat, other than the Room and other rooms within the Flat occupied exclusively by other tenants of the Flat;

"Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996);

"Payment Schedule" means the schedule setting out the amounts and the dates on which the Accommodation Fee must be made, as enclosed with the Tenancy Letter;

"Regulations" means such regulations, including, but not limited to those set out in the Appendix to these Tenancy Terms and Conditions, as we may make for the purpose of ensuring the safety, security, cleanliness and good management of the Building, any part of it, or the comfort or convenience of the tenants of rooms or flats in the Building, or the efficient or economical performance by us of our obligations under the Tenancy Agreement;

"Rent" means the Accommodation Fee, as set out in the Payment Schedule;

"Room" means the Room as referred to in the Tenancy Letter including its Contents, but excluding the Service Media within the Room;

"Security Deposit" means the sum of £250.00;

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Tenancy Agreement" means the tenancy agreement constituted by the Tenancy Letter, the Payment Schedule and these Tenancy Terms and Conditions;

"Tenancy Letter" means the tenancy letter addressed to the Tenant which is enclosed with or attached to these Tenancy Terms and Conditions;

"Tenancy Period" means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date;

Tenancy Terms and Conditions.

- 1.2. The expression “Landlord” includes any person who at any particular time has the right to receive rent under the Tenancy Agreement.
- 1.3. When used in these Tenancy Terms and Conditions, the expressions “us” “we” and “our” shall be taken as references to the Landlord and the expressions “you” and “your” shall be taken as references to the Tenant
- 1.4. Any obligation on us or you not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.5 If any party to this Tenancy Agreement comprises two or more persons, all obligations can be enforced against them both or as separate individuals.
- 1.6. Headings used in these Tenancy Terms and Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.
- 1.7. The Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement.

2 THE LETTING

- 2.1. We let the Room to you for the Tenancy Period subject to these Tenancy Terms and Conditions.
- 2.2. You are granted the following rights for the benefit of the Room in common with us and all other tenants of the Building (including all other persons from time to time duly authorised by us):
 - 2.2.1. the right to use the Building Common Areas and the Flat Common Areas, including the right to come and go to and from the Room over such of the Building Common Areas as are designed or designated to allow access; and
 - 2.2.2. The right to use the shared facilities within the Flat Common Areas.
- 2.3. We reserve for ourselves and all those authorised by us the following rights over the Room:
 - 2.3.1. The right (for us and those authorised by us) to enter the Room on reasonable written notice (except in an emergency) for any purpose mentioned in these Tenancy Terms and Conditions; and
 - 2.3.2. The right (for us and those authorised by us) to enter the Flat and the common area of the Flat for any purpose regardless of any other paragraph in this tenancy agreement; and
 - 2.3.3. the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room and the Flat.
- 2.4. It is a condition of this Tenancy Agreement that you remain a student in full time education throughout the Tenancy Period; that you are not in breach of any previous tenancy agreement or any other agreement with us or any other company which is a subsidiary of United Student Management Ltd; and you have no unspent criminal convictions. If you breach this condition you will be in breach of the Tenancy Agreement, although such a breach will not allow you to avoid liability under the Tenancy Agreement. Similarly, if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity in entering into this Tenancy Agreement or in making any payment due under this Tenancy Agreement, you will be in breach of its terms.

2.5. If you breach any of these Tenancy Terms and Conditions, we reserve the right to (and you agree that we may), inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.

3. OUR OBLIGATIONS

3.1. We agree with you that if you pay the Rent and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Tenancy Period without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions), we will:

3.1.1. maintain and repair the structure of the Building including the window frames and window glass:

3.1.2. maintain, repair, decorate and provide adequate heating and lighting to the Building Common Areas and the Flat Common Areas; and to clean the Building Common Areas;

3.1.3. maintain all Service Media serving the Flat, the Building Common Areas and the Flat Common Areas;

3.1.4. provide a supply of hot and cold water, heating and electrical power to the Flat;

3.1.5. provide security facilities for the Building; and

3.1.6. provide and maintain equipment in the Building Common Areas and the Flat Common Areas.

3.2. We reserve the right during the Tenancy Period to move you to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the Room and/or the Flat or if we consider it necessary or desirable to avoid difficulties between tenants or for the better management of the Building

PROVIDED THAT:

3.2.1. you are given reasonable notice;

3.2.2. the alternative accommodation is of no lesser standard than your Room/Flat; and

3.2.3. you will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement.

3.3. We will accept delivery of parcels and mail addressed to you at the Building in accordance with our Parcel Delivery disclaimer which you will receive at check-in. If you do not accept the Parcel Delivery Service Terms and Conditions we will not accept delivery of parcels and mail addressed to you.

4. YOUR OBLIGATIONS

4.1. You agree to:

4.1.1. accept the Room, Flat, Building Common Areas, Flat Common Areas and the Building as being in good and tenable repair and condition and fit for the purposes for which they are let and/or intended to be used from the Tenancy Start Date unless you let us know in writing of any defects in the condition and repair within 48 hours of you moving into the Room (which means when you collect the keys for the Room);

4.1.2. accept that all the Contents are present in the Room and Flat unless you let us know in writing that items are missing from the inventory within 48 hours of moving into the Room;

4.1.3. provide us with a certificate of exemption for council tax or, if you are not entitled to such a certificate, you will be responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption. You also agree to reimburse us for all other taxes, charges, duties, outgoings or assessments which are payable during the Tenancy Period relating to the Room and/or your use of the Room or any other part of the Building, including television licence fees, charges for the use of a telephone (if any) in the Flat or Room and rental or other recurring charges during the Tenancy Period;

4.1.4. comply with any Regulations which we may notify you of in writing from time to time (including but not limited to those set out in the Appendix to these Tenancy Terms and Conditions), but if there is any conflict between these Tenancy Terms and Conditions and those Regulations, these Tenancy Terms and Conditions will apply; and

4.1.5. report any accident or incident in or around the Building to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by us, you agree to complete an incident or accident form and return it to us.

5. ACCOUNT PAYMENTS

5.1. You agree to pay the Rent and all other payments included in the Payment Schedule on the dates set out in that schedule to us (or to whosoever we shall direct). You will not off-set any amounts against the Rent or any other amounts due.

5.2. Anybody who makes payments on your behalf of Rent or other amounts due from you under this Tenancy Agreement does so as your agent. Where applicable, funds will only be returned to the Tenant following the end of the Tenancy Period.

5.3. It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates.

6. ARREARS

6.1. If payment of the Rent or any other amount due from you under this tenancy Agreement is late, you agree to pay interest at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgement by a Court). Interest will be charged on a daily basis and shall be compounded monthly.

6.2. You agree to pay us (or to whosoever we shall direct), an administration fee of £25 plus VAT for each letter we send you in respect of late payment of Rent or any other amount you owe under the terms of the Tenancy Agreement.

6.3. If payment of the Rent or any other money due from you under this Tenancy Agreement is late we reserve the right to:

6.3.1. remove any promotional discounts relating to your Tenancy Agreement;

6.3.2. remove internet access whilst your account is in arrears and to charge you such amount as the Landlord may incur in having the service reconnected once the account balance is cleared;

6.3.3. refer your account to a debt collection agency and charge you all reasonable and proper costs and expenses (including legal costs) and any VAT thereon incurred by us in order to recover outstanding Rent or other monies unpaid by you; and

6.3.4. enter the Flat Common Areas (with reasonable written notice) to discuss arrears with you.

7. TRANSFER OF TENANCY

7.1. You agree that you will not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining our written consent, which we will not unreasonably withhold. However, we may as a condition of the proposed transfer:

7.1.1. Charge you an administration fee of £100:

7.1.2. require you and your Guarantor to enter into a guarantee of the incoming tenant's obligations under the Tenancy Agreement (but only for such time as the incoming tenant remains the tenant under the Tenancy Agreement) in a form reasonably required by us;

7.1.3. if it is reasonable to do so, require the incoming tenant to provide a guarantor of his/her own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and

7.1.4. require the incoming tenant to enter into an agreement with us which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.

7.2. You will not sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.

8. YOUR OBLIGATIONS TO MAINTAIN THE ROOM/FLAT

8.1. You agree that you will:

8.1.1. maintain the Room and, with the other tenants of the Flat, the Flat Common Areas in at least as good repair and decorative order and clean condition as they are in at the Tenancy Start Date (except for damage by accidental fire and water from the Service Media);

8.1.2. maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (the inventory we provide you on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted on the inventory in accordance with Clause 4.1.2);

8.1.3. not remove any of the Contents from the Room, Flat or the Flat Common Areas;

8.1.4. occupy the Room personally for residential purposes only;

8.1.5. promptly notify us of any damage or defect in the Room and/or the Contents and/or the Flat and/or the Building; and

8.1.6. operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which are not supplied by us comply with all relevant standards and regulations.

8.2. You also agree to pay us a fair and reasonable proportion, as determined by us acting reasonably, of any costs we incur in repairing any damage to the Room or the Flat and/or in replacing any of the Contents of the Room/Flat, which damage is caused by you or your failure to observe and

comply with your obligations under this Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any such damage or replacing any such Contents shall be apportioned as if:

8.2.1. you caused the damage to the Room (or the Contents of the Room); and

8.2.2. all the tenants of the Flat caused the damage to the shared facilities or Contents in the Flat Common Areas.

9. TENANT CONDUCT

9.1. You agree that you will occupy the Room/Flat for personal residential purposes only and that you will not:

9.1.1. sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances; or

9.1.2. carry on any profession, trade or business whatsoever in the Room or the Flat.

9.2. You also agree that you will not use the Room, the Flat or the Building for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Building, any adjoining premises or to us. In particular, you will not:

9.2.1. cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Areas can be heard outside the Flat Common Areas;

9.2.2. keep or use drugs, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971);

9.2.3. keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat or Building;

9.2.4. harass, threaten or assault any other tenants of the Building or their guests or any of our employees or any other person;

9.2.5. tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) and to vacate the Building (and to ensure that any visitors you have also vacate the Building), immediately whenever the fire alarm is sounded;

9.2.6. use designated fire escapes except for the purposes of emergency escape;

9.2.7. obstruct any means of access within the Building;

9.2.8. keep, store or use any gas or oil heater or other fuel burning appliance in the Building, including candles;

9.2.9. keep any animal, bird, insect or reptile in the Room, the Flat Common Areas or the Building Common Areas;

9.2.10. damage or leave in a dirty or untidy state any parts of the Building;

9.2.11. alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building;

9.2.12. fix anything to the interior of the Room or the Flat Common Areas in any manner which may damage the structure or decoration of the Room or the Flat Common Areas or place anything outside the windows of the Room or the Flat Common Areas;

9.2.13. erect any external wireless or television aerial or satellite dish; and

9.2.14. do anything in the Room, the Building Common Areas or the Flat Common Areas which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force;

9.3. You also agree that you will allow us (and those authorised by us), with reasonable written notice (except in cases of emergency), to enter the Room at reasonable times (causing as little inconvenience as possible), to:

9.3.1. inspect its condition;

9.3.2. carry out viewings of the Room and/or Flat with prospective tenants or purchasers of the Building;

9.3.3. carry out any necessary repairs or alterations to the Room and/or Flat and/or Building; and

9.3.4. maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room

9.4. You will also make sure that any guests/visitors you may have to the Building comply with the provisions of this Clause 9 and you agree that you will be responsible for the conduct of such guests/visitors and will be in breach of these Tenancy Terms and Conditions if they fail to comply with the provisions of this Clause 9.

10. WHEN YOU LEAVE

10.1. You agree to:

10.1.1. return the Room, the Contents and the key to the Room/Flat/Building to us at the end of the Tenancy Agreement (however and whenever it ends), in the same condition as recorded on the inventory and, by no later than 10am on the date the Tenancy Agreement ends, clear all your belongings from the Room and the Flat Common Areas, failing which we shall be under no duty of care towards your belongings and will be free to dispose of them as we think fit without any liability to you;

10.1.2. make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose; and

10.1.3. pay all reasonable and proper costs and expenses (including legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations under the Tenancy Agreement.

11. YOUR SECURITY DEPOSIT

11.1. You agree to pay to us the Security Deposit as security for the performance of your obligations under the Tenancy Agreement.

11.2. At the end of the Tenancy Period, you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Security Deposit.

However, we reserve the right to give you notice of our intention to draw on the Security Deposit at any time in payment of any sums due from or spent on behalf of you under the Tenancy Agreement. Where applicable, the Security Deposit, or the relevant amount of the Security Deposit, will be returned to the Tenant following the end of the Tenancy Period.

11.3. You will not off-set the Security Deposit against any payment of Rent or other sums due to us under the Tenancy.

11.4. We agree that the Security Deposit shall be protected by "My Deposits" in accordance with the rules of the Tenancy Deposit Protection Scheme.

11.5. You agree that we have the right to deduct £25_ from the Deposit in case of re-issuing a deposit cheque.

12. AGREEMENTS AND DECLARATIONS

12.1. It is agreed between you and us that if:

12.1.1. the whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or

12.1.2. there has been a breach, non-performance or non-observance of your obligations; or

12.1.3. any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply

12.1.4. then we may apply for a Court Order stating that we shall repossess the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either you or we may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.

12.1.5. If the Room, Flat and/or Building are destroyed, or are otherwise damaged so as to make the Room and/or Flat incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

13. GUARANTEE

13.1. The Guarantor will make sure that you pay the Rent and perform and observe your obligations under the Tenancy Agreement. If you do not pay the Rent and/or perform and observe your obligations, the Guarantor will do so instead and the Guarantor will reimburse us for any losses, damages, costs and expenses suffered by or incurred by us as a result. We are under no obligation to bring any claims against you before bringing any action against the Guarantor.

13.2. If you surrender this Tenancy Agreement, but enter into a new tenancy agreement with us (or any other company which is a subsidiary of United Student Management Ltd) for a tenancy period which is the same as the Tenancy Period (less any period of the Tenancy Period that has already passed), and at an aggregate accommodation fee (exclusive of any administration charge payable), no higher than the Accommodation Fee (less any amount of the Accommodation Fee that has already been paid or become due), and otherwise on terms and conditions the same as these Tenancy Terms and Conditions (the "New Tenancy Agreement"), then the Guarantor shall guarantee your obligations

under the New Tenancy Agreement on the same basis as the obligations are guaranteed under this Tenancy Agreement without the need for the Guarantor to execute the New Tenancy Agreement.

14. SEVERABILITY

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

15. NOTICES

15.1. As required by Section 48 of the Landlord and Tenant Act 1987 you are hereby notified that you may serve notices (including notices in proceedings) on us by you at the following address:

Axo Student Living
United Student Management Ltd
14 North End Road
West Kensington
London
W14 0SH

The addresses for service of notices on you and/or the Guarantor are the addresses of those parties as set in the Tenancy Letter.



Completion of Tenancy

Student name:

As long as this letter is signed by you and your Guarantor (both in the presence of a witness, who should add his/her signature, name, address) and is returned to and received by (2 weeks after today), together with payment of the Security Deposit (if not already paid), we will also sign this letter, which will then, together with the Tenancy Terms and Conditions will form the Tenancy Agreement.

We will e-mail you confirmation that the Tenancy Agreement has been completed and if you or your Guarantor request, we will send you a copy of the completed Agreement.

THE ATTENTION OF THE TENANT IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 4 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

Until the Tenancy Agreement is completed, the Landlord reserves the right to withdraw the provisional booking. In particular, the Landlord reserves the right not to complete the Tenancy Agreement if the Tenant or the Tenant's Guarantor didn't meet the required conditions or provide the required documents deemed suitable by the management or in breach of any other tenancy or other agreement entered into with the Landlord or any other company that is a subsidiary of United Student Management.

IMPORTANT NOTICE

Please note that upon check-in, proof of address will need to be provided (utility bill, council tax bill, or a bank statement no more than 3 months old).

By signing this letter, the Tenant and the Guarantor will, upon completion of the Tenancy Agreement, create a binding legal contract. If either the Tenant and/or the Guarantor do not fully understand the nature of that contract, it is recommended that they take independent legal advice before signing. IN PARTICULAR, THE ATTENTION OF THE GUARANTOR IS DRAWN TO CLAUSE 13 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

If the Guarantor does not wish to receive marketing material from Axo Student Living (or from any of its subsidiaries), the Guarantor should tick this box:

Tenant and Witness - Complete section below:-	
Tenant Name:-.....	Tenant Signature:-.....
Date:-.....	

Witness Name:-.....	Witness Signature:.....
Witness Address:.....	
.....	
(witness must be over the age of 18 and not a family member)	
Date:-	

Guarantor and Witness - Complete section below	
Guarantor Name:-.....	Guarantor Signature:-.....
Date:-.....	

Witness Name:-.....	Witness Signature:.....
Witness Address:-.....	
.....	
(witness must be over the age of 18 and not a family member)	
Date:-	

To be completed by Landlord:-	
Full Name.....	
Signature:.....	
Job Title.....	
Date Signed.....	