

BOOKING TERMS & CONDITIONS

If you have booked a room at Park Court, Knoll Court, Therese House or Goldsmith Court please [click here](#) for Booking Terms & Conditions.

Tenancy Deposit Scheme Custodial (TDS) is a Tenancy Deposit Protection Scheme run by The Dispute Service Ltd.

It is authorised by the government to hold tenancy deposits until repayment is requested when the tenancy ends.

The Deposit is protected by TDS Custodial, operated by The Dispute Service Ltd , PO Box 1255, Hemel Hempstead, Herts, HP1 9GN.

Telephone number: 0845 226-7837. Fax number: 01442 253195.

Email: deposits@tds.gb.com. Website: www.tds.gb.com

Tenancy Deposit Holder: TDS Custodial

Tenancy Deposit Protection Scheme: The Dispute Service Ltd

ICE: Independent Case Examiner (for The Dispute Service)

Contents: the furniture, furnishings and any other items set out in the Inventory which is to be completed and signed by the Landlord and the Tenant when the Tenant occupies the Room.

Common Parts of the Residence: as referred to in Clause 1.2.

Guarantor: Such person or person's resident in the UK nominated by the Tenant and accepted by the Landlord. A Guarantor must be a full-time working adult. Proof of status may be requested

1. GRANT OF THE TENANCY

1.1 The Landlord agrees to let and the Tenant agrees to take the Room for the Term,

together also in common with others, the Flat in the Residence .

1.2 The Tenant shall have the right to use for access the entrance, lift (if any), staircase and landings of the Residence leading to the Flat and the Room (hereinafter referred to as the Common Parts of the Residence).

1.3 The Tenant agrees to nominate a person resident in the UK to stand as guarantor of the Tenant's responsibilities, under the terms of this agreement, including the requirement to pay rent. A guarantor will not be required if the Tenant pays the Total Rent in advance.

1.4 The proposed guarantor must, in the sole opinion of the Landlord, be of sufficient financial standing to be able to meet the Tenant's obligations under this agreement.

1.5 The guarantor must enter into a Guarantee document with the Landlord before the commencement date of the agreement.

1.6 The Landlord reserves the right, at its option, not to allow the Tenant into occupation of the Room or Flat until the Guarantee agreement has been signed and completed by the Guarantor.

1.7 The Landlord reserves the right to charge reasonable costs incurred in connection with any amendments to this agreement (for example, a change to the identity of the Guarantor or a change in method of payment). The Landlord has complete discretion whether to agree to a request for a change to this agreement but consent will not be unreasonably withheld.

2. DEPOSIT

2.1 On completion of this Agreement the Tenant will pay the Booking Fee which will become the Deposit on occupation by the Tenant at the start of the Term.

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

- (a) make good any damage to the Room or the Contents or the Flat or Common Parts (except for fair wear and tear) caused by the Tenant or his/her visitors;
- (b) replace any of the Contents which may be missing from the Room;
- (c) pay any Rent or other sums due from the Tenant which remain unpaid; and
- (d) pay for the Room and the Contents to be cleaned if the Tenant is in breach of his/her obligations.

3. TENANCY DEPOSIT SCHEME ARRANGEMENTS

3.1 The Landlord agrees that the Deposit shall be held in accordance with the rules of an approved TDS.

3.2 Confirmation that the Deposit has been protected by an approved TDS, together with details of that TDS, will be sent to the Tenant within the timescale required by the TDS.

3.3 The Tenant shall not be entitled to receive any interest on the Deposit.

3.4 If at the end of the Tenancy there is a dispute between the Landlord and the Tenant as

to how the Deposit should be used, either party may, in accordance with the rules of the relevant TDS, refer the matter to an independent adjudicator who will decide how the Deposit should be used.

3.5 Details of the Deposit dispute will be submitted to the Independent Case Examiner for adjudication. All parties agree to co-operate with the adjudication.

3.6 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses referred to above.

4. THE TENANT'S OBLIGATIONS

RENT

4.1 The Tenant shall pay the Rent in advance on or before the specified Rent Payment Dates without set off whether demanded or not.

4.2 If the Tenant does not pay the Rent on the specified Rent Payment Dates the Tenant will pay the Landlord on demand a £30 late payment charge. In addition a £10 charge will be made for each letter written to the Tenant or guarantor regarding arrears of rent.

4.3 The Tenant shall pay interest at the rate of 4% per annum above the base rate of National Westminster Bank Plc on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.

4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the Housing Act 1988 as amended or any other statutory remedies available to recover possession of the Room.

4.5 If any method of payment is refused (for example; standing order, direct debit, debit/credit card payment, cheque) the student must pay the Landlord each time there is a refusal an administration fee of £30 which the parties acknowledge is a reasonable administration fee.

4.6 Any discounts to rental payments are conditional on the Tenant making all payments due under the agreement at the specified dates. The Landlord has the right to revoke any promotions/discounts given if the Tenant fails to pay the Landlord the amounts due on the due dates.

4.7 If the Room or Residence is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Room is fit for occupation and use.

CONTENTS

4.8 The Tenant shall keep the Contents in good and clean condition and will not alter the

Room or Flat or make any holes or affix anything to the walls, ceiling or floors of the Room or Flat and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory.

4.9 The Tenant must pay a fair share of the proper and reasonable costs of the cleaning of and reinstatement of damage to the Shared Areas and Contents if the Tenants do not leave them clean and in good repair at any time during the Tenancy dates.

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

4.11 The Tenancy Deposit Scheme requires the Landlord and Tenant to try and resolve a dispute between them before referral to an adjudicator. The Tenant should notify the residence manager of any problem in the first instance.

USE OF PROPERTY

4.12 The Tenant shall only use the Room and Flat for residential purposes and not for the purposes of conducting a business. As the accommodation is provided for student accommodation it is for the occupation of the Tenant alone and the Tenant shall not occupy the Room with any child.

4.13 The Tenant must not smoke (including the use of electronic cigarettes) in any part of the Building unless they are in a designated smoking area.

4.14 The Tenant must treat the Landlord and others in and around the Building with respect and must not use threatening, abusive or violent behaviour towards others or bully or harass them.

4.15 The Tenant shall not keep any pets or any other animals, fish, birds, reptiles or insects in the Room, except for an animal trained to assist with a registered disability

4.16 The Tenant will not interfere with, misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Room and Residence and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.

4.17 The Tenant shall not bring into or use in the Room, Flat or Residence any gas, paraffin, electric or other oil burning apparatus any candles or incense burners nor flammable combustible materials or any chip pan or deep fat fryer or rice cookers .

4.18 The Tenant shall not make or have made any duplicate keys to the Room, Flat or Residence nor replace nor add any new locks to the Room, Flat or Residence. The Tenant shall report lost keys immediately to the residence office in person or by telephone, text or email.

4.19 The Tenant shall not damage, alter, decorate or attempt to repair any part of the Residence or its Contents or remove any Contents. The Tenant shall pay a fair and reasonable proportion, as determined by the Landlord acting reasonably of the expenses incurred by the Landlord in making good damage to the Room, Flat or the Residence and/or

replacing any fixture or fitting damaged therein which is caused by acts or omissions of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this agreement.

4.20 The expenses referred to in clause 4.20 above shall be apportioned as if:

- (a) The Tenant caused all damage to the Room (unless someone else admits causing the damage) and
- (b) All of the Tenants of the Flat jointly caused the damage to the untenanted parts of the Flat (unless someone else admits causing damage) and
- (c) All Tenants entitled to use the Common Parts of the Residence caused the damage to the Common Parts of the Residence (unless someone else admits causing the damage).

4.21 The Tenant shall not do anything to or in the Room that:

- (a) causes a nuisance, annoyance or disturbance to neighbours within or beyond the Residence;
- (b) involves using the Room for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out for the Residence or its contents.

4.22 The Tenant agrees to adhere to and obey the Rules and Regulations of the Residence as may be varied from time to time and notified to the Tenant (such as in the Welcome Guide or the e- induction programme) or exhibited at the main office of the Residence or elsewhere on the site.

4.23 The Tenant may have visitors at reasonable times with reasonable frequency provided that the visitors do not cause any nuisance or annoyance to others. The Tenant may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that this does not cause a nuisance or annoyance to others within the Residence .

4.24 The Tenant is to be responsible for the conduct and behaviour of his/her visitors and for any damage caused by them

4.25 The Tenant must not keep any vehicle in their Room or Flat unless it is a wheelchair. For the purpose of this Agreement, 'vehicle' includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares.

4.26 Where parking or other vehicle restrictions apply at the Residence , the Tenant must not park or allow any visitors to park or leave any vehicle at the Accommodation without the valid applicable permit. Charges may apply at some buildings and these will be made clear before the start of the Tenancy period.

SECURITY

4.27 The Tenant shall not leave the Room unoccupied for any period whatsoever without locking and securing all doors and windows.

4.28 The Tenant must ensure all communal gates and doors etc are locked after entering or leaving the Residence

4.29 The Tenant must make every reasonable effort to ensure that no-one follows them into the Residence to protect the safety of themselves and that of the other Tenants. If a Tenant is suspicious about a potential intruder, they must contact a member of The Student Housing Company team immediately.

4.30 If a Tenant leaves their personal items in a communal area, they do so at their own risk.

4.31 The Tenant must notify the Landlord immediately if the Tenant becomes aware of any threat to the security within the Residence , such as a suspicious person or package or if doors or windows will not lock.

4.32 The Tenant must not bring any substances, equipment or items in to the Residence which are illegal or may cause harm, affect health or intimidate other Tenants, Employees and visitors to the residents .

4.33 The Tenant will adhere to the post/parcel process agreed and signed upon arrival .

ASSIGNMENT OR SUBLETTING

4.34 Only the Tenant is allowed to live in the Room. The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Room.

4.35 The Tenant may be permitted to cancel the remaining term of this Agreement should he/she find a replacement tenant for the balance of the Term and on the same terms as this agreement (including the provision for a guarantor if applicable) subject firstly to approval by the Landlord (such approval not to be unreasonably withheld) and secondly the Tenant not being in arrears of any of the payments due under this Agreement. The Landlord reserves the right to charge an administration fee not exceeding £100 arising from the Tenant's request.

REPAIRS AND ALTERATIONS

4.36 The Tenant shall keep the interior of the Room clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and will jointly with the other Tenants of the Flat keep the shared areas of the Flat clean and tidy and in a similar condition.

4.37 The Tenant shall keep the inside of all windows that the Tenant can reasonably reach clean and will not tamper with the window opening restrictors or other fittings.

4.38 The Tenant shall promptly replace and pay for all broken glass in the Room or Flat where the Tenant or his/her visitors cause the breakage.

4.39 The Tenant shall not cause any blockage to the drains and pipes of the Room, Flat or Residence. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable.

4.40 The Tenant shall not make any alteration, addition, or redecorate the Room or any part of the Flat.

4.41 If the Residence does not have an on-line maintenance reporting service, the Landlord will inform the Tenant at the start of the Tenancy Agreement about how to report repairs.

4.42 The Tenant must report any damage to the Residence or its Contents as soon as practicable after the Tenant becomes aware of it. In an emergency, the Tenant should contact the Landlord immediately. The Tenant should not attempt to carry out any repair.

OUTGOINGS

4.43 The reasonable cost of electricity, gas and water is included in the Total Rent for the Room but the Landlord reserves the right to review this and potentially make a charge if the Tenant's use of such utilities exceeds what the Landlord considers to be a level of reasonable residential use. The Landlord considers that a reasonable level should not exceed £400 per Term

4.44 If the Tenant is required to obtain and pay for a license for any television (including using Internet Protocol television IPTV) in the Room and (jointly with the other tenants of the Flat) in the Flat, this shall be communicated to you prior to the Tenancy start date

4.45 The Tenant shall within 7 days of the commencement of the Term provide to the Landlord a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council . If the Tenant ceases to be a student in higher education the Tenant will pay any council tax charge imposed or compensate the Landlord for such charges.

5. LANDLORD'S OBLIGATIONS

5.1 The Landlord shall provide the Tenant with suitable means of access to and from the Room, Flat and Residence.

5.2 The Landlord shall insure (or take steps to arrange insurance through a third party) the Residence and Contents against loss or damage by fire and other usual risks ("the Insured Risks"). The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his/her own possessions with a reputable insurer.

5.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

5.4 If the Tenant pays the Rent and complies with the terms of this Agreement the Landlord shall allow the Tenant quiet enjoyment of the Room and Residence without any interruption by the Landlord.

5.5 In accordance with Section 11 of the LTA 1985, the Landlord shall:

(a) keep in repair the structure and exterior of the Residence (including drains, external pipes, gutters and external windows);

(b) keep in repair and proper working order the installations in the Room and Residence for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences; and

(c) keep in repair and proper working order the installations in the Room and Residence for space heating and heating water.

5.6 The Landlord shall keep in repair the cooker, fridge, freezer, microwave and electric shower (if these appliances are in the Room and/or Flat and provided by the Landlord).

5.7 The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise, vibration, dust or disturbance that may arise by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Residence or to any adjoining or adjacent property nor shall the Tenant be entitled to object to any interference with the access of light and air to the Residence caused by any such works or alterations or additions to any property (including the Residence) resulting therefrom.

6. BREACH OF TERMS BY THE TENANT

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

(a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

(b) the Tenant is declared bankrupt under the Insolvency Act 1986;

(c) the Tenant has breached the agreement; or

(d) any of the Grounds 8, 10 to 15 and 17 set out in Schedule 2 of the Housing Act 1988 apply (these include arrears of rent or any similar sums, breach of the Tenancy Agreement, causing nuisance or annoyance to neighbours and illegal activity).

This clause 6.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a Court having first made an Order for Possession.

6.2 If the Landlord re-enters the Room pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force and enforceable by the Landlord.

6.3 If the Tenant breaches this agreement or fails to fulfil any of his/her obligations under this agreement, the Tenant will indemnify the Landlord and Landlord's agent against all liabilities and expenses incurred howsoever arising from any breach on the part of the Tenant of this agreement and in particular pay on demand to the Landlord all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in connection with proceedings relating to the recovery of arrears of rent or arising from any breach of the Tenant's obligations under this agreement and to indemnify the Landlord and Landlord's agent in respect of any damage caused to the Room and Residence (however caused) during the Term of this agreement.

7. LANDLORD'S RIGHT TO ENTER THE ROOM AND FLAT

7.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Room and Flat on giving at least 24 hours' prior notice to the Tenant (immediately in the case of emergency):

- (a) to inspect the condition and state of repair of the Room, Contents and Flat;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to an adjoining Room or part of the Residence;
- (d) to take gas, electricity or water meter readings; and
- (e) to show prospective tenants or purchasers around the Room and Flat.
- (f) To abate a nuisance
- (g) if the Tenant has not responded to the Landlord's request to make contact

7.2 The Landlord has the right to retain a set of keys to the Room which shall only be used with the prior consent of the Tenant, except in an emergency.

8. EXPIRY OF THE TENANCY

8.1 At the end of the Term granted by this Tenancy, the Tenant shall return the Room and the Contents to the Landlord in the condition required by this agreement together with all keys and door access fobs. It is expected that the Tenant will vacate the Room and return these items to the Landlord by 10.00hrs on the last day of the Tenancy (howsoever ended) to enable the Landlord to prepare for the next letting

8.2 The Landlord has the right to recover possession of the Room if:

- (a) the Tenancy has come to an end;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Room;

8.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end. Mail received thereafter will be "returned to sender".

8.4 The Tenant shall remove all personal possessions from the Room and Residence once the Tenancy has ended. If any of the Tenant's personal possessions are left in the Room and Flat after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within 14 days of notice being given to the Tenant the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds and from the Deposit.

9. NOTICES

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

- (a) sent by first class post to the Landlord's address given in clause 9.4;
- (b) left at the Landlord's address given in clause 9.4; or
- (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.

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

- (a) sent by first class post to the Residence;
- (b) left at the Room or Residence; or
- (c) sent to the Tenant's mobile phone number, fax number or e-mail address stated in the Parties clause.

9.3 If a notice is given in accordance with clause 9.1 or clause 9.2 it shall be deemed to have been received:

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

9.4 The Landlord's address for service is by its agent The Student Housing Company of 100 Gray's Inn Road, London, WC1X 8AL

10. GOVERNING LAW

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

This agreement has been entered into on the date stated at the beginning of it.