

BOOKING TERMS & CONDITIONS (UNIVERSITY PROPERTIES LIMITED)

These Terms & Conditions apply to the following properties:

- Lincoln – Park Court
- London – Therese House
- Newcastle – Knoll Court
- Nottingham – Goldsmith Court

For all other properties, please [click here](#)

PARTICULARS:

Landlord: University Properties Limited as Trustee University Capital Trust

Registered Office: Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT

Company Registration Number: 43274

Tenant:

Home address

Home telephone number

Mobile telephone number

E-mail address

Registered as a student with

Guarantor:

Home address

Home telephone number

Mobile telephone number

E-mail address

Management Company: Uninest UK Ltd

Address 13 Albemarle Street, London W1S 4HJ

Company registration number 09978655

THIS ASSURED SHORTHOLD TENANCY AGREEMENT, WHICH WILL, WHEN SIGNED BY ALL PARTIES, CONSTITUTE A LEGALLY BINDING CONTRACT, IS SUBJECT TO THE TERMS AND

CONDITIONS APPEARING ON THE FOLLOWING PAGES. IF YOU ARE IN ANY DOUBT AS TO THE EFFECT OF SUCH TERMS AND CONDITIONS, YOU ARE ADVISED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and rules of interpretation apply in these Terms and Conditions.

“Contents”

means the items to be provided in the Room and listed on the inventory to be provided to the Tenant on moving into the Room;

“Particulars”

means the particulars set out at the front of this Tenancy Agreement;

“Rent Payment Schedule”

means the payment plan in respect of the Rent in the Particulars;

“Shared Areas”

means corridors, stairways, common room, laundry room and any other areas of the Building available for shared use by tenants including the kitchen, corridor and any other area shared within the Flat.

“Shared Items”

means all items used in common by tenants in the Shared Areas.

“Tenancy”

means the tenancy created by the Tenancy Agreement.

“Tenancy Agreement”

means the assured shorthold tenancy agreement comprising the Particulars and these Terms and Conditions.

“TDS”

means tenancy deposit scheme, as defined in section 212(2) of the Housing Act 2004;

“Working Day”

means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

1.2 In these Terms and Conditions, the terms in bold in the Particulars have the meanings set out next to them.

1.3 The term[s] “Landlord” [and “Management Company]” include other persons or companies who may legally succeed [it/them] [and in the case of the “Management Company” such other persons or companies that the Landlord may appoint as a replacement Management Company from time to time].

1.4 The headings in these Terms and Conditions are for convenience only and shall not be considered in their interpretation.

1.5 [The Management Company has been authorised to act on behalf of the Landlord as its agent in connection with the operation of this agreement. However, for the avoidance of doubt, supplies under this agreement are made by the Landlord and not the Management Company.]

1.6 Where any party to the Tenancy Agreement comprises two or more persons, all the obligations can be enforced against them jointly or against any individual.

1.7 If any provision in the Tenancy Agreement (or part of any provision) is held by any court or other authority of competent jurisdiction to be invalid, illegal, or, unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Tenancy Agreement and the validity and enforceability of the other provisions of the Tenancy Agreement shall not be effected. If a provision of the Tenancy Agreement (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

2. GRANT OF THE TENANCY

2.1 The Landlord lets and the Tenant takes the Room for the Tenancy Period together with the right to use the Contents and (together with others entitled) the Shared Items and the Shared Areas.

2.2 The Tenancy will be an assured shorthold tenancy as defined in section 19A of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord contained in section 21 of the Act (as amended by the Housing Act 1996) apply.

2.3 Unless the Tenant informs the [Landlord/Management Company] in writing within 48 hours of moving into the Room, the Tenant will be deemed to have accepted that, as at the commencement of the Tenancy Period, the Room, the Flat, the Shared Areas and the Building were in good and tenable repair and condition and fit for the purpose for which they were let and/or intended to be used and that the Contents and the Shared Items were present in the Room and Flat respectively.

2.4 The Tenant agrees to provide the [Landlord/Management Company] with a certificate of exemption for council tax.

3. RENT AND OTHER CHARGES

The Tenant will:

3.1 pay the Rent to the Landlord on the dates set out in the Rent Payment Schedule, whether formally demanded or not;

3.2 pay interest at the rate of 4 per cent per annum above the base rate of National Westminster Bank Plc, for the time being in force, on any Rent in arrears for more than 7 days, calculated from the date upon which such Rent was due to be paid to the date upon which it is actually paid;

3.3 pay the Landlord's proper and reasonable charges, within 7 days of written demand in connection with any breaches of the Tenancy Agreement including but not exclusively for damage to the Building, the Room, the Flat, the Shared Areas, the Contents, the Shared Items and lock out charges;

3.4 hold a valid television licence in respect of any television or other device used for watching television in the Room or Flat or Shared Areas (other than any television provided by the Landlord);

3.5 pay to the Landlord or Management Company an administration fee of ten pounds (£10) for each letter sent to the Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement; and

3.6 pay a fee (as set out in clause 3.6.1 below), if the Tenant wishes to determine the Tenancy Agreement based on the Tenant providing a replacement tenant acceptable to the Landlord (as set out in clause 3.6.2 below), for the remainder of the Tenancy Period:

3.6.1 the fee payable to facilitate a determination of the Tenancy is seventy five pounds (£75) where the Tenant has not moved into the Flat/Room before the Tenant's agreement has been determined or one hundred pounds (£100) where the Tenant has occupied the Flat/Room (the differential costing being due to the cost of preparing the Room other operational costs consequential of a change of tenant in the Room during the Tenancy Period);

3.6.2 an application for a replacement tenant will be considered by the Landlord at its sole discretion and will also be conditional on the replacement tenant entering into a tenancy agreement in substantially the same form as the Tenancy Agreement for the entire remainder of the Tenancy; Period and to the replacement tenant having paid relevant fees, deposit and rent and where appropriate, provided a suitable guarantor; and

3.6.3 for the avoidance of doubt, there is no right for the Tenant to determine the Tenancy Agreement other than as prescribed in relevant legislation. Arrears of Rent or any other sums due and outstanding from the Tenant are sufficient and reasonable grounds to refuse an application to consider a replacement tenant.

3.7 If any payment of Rent is missed or if any payment is not made in full when due, then the Landlord reserves the right to demand full payment of the total outstanding amount of all instalments of Rent due under the Tenancy Agreement together with any other monies owed to the Landlord under the Tenancy Agreement and, if payment of the full amount is not received within five Working Days of demand, the Landlord will be entitled to terminate the Tenancy Agreement in accordance with the provisions of clause 11.

4. DEPOSIT AND TDS ARRANGEMENTS

4.1 The Tenant shall pay the Deposit to the [Landlord/Management Company] on the date of the Tenancy Agreement. The Deposit will then be paid by the [Landlord/Management Company] to the administrator of an approved custodial TDS.

4.2 At the end of the Tenancy, the Deposit may be used to pay for all or part of the Tenant's liability for repair, replacement or as compensation connected with any of the following:4.2.1 damage to the Building, the Room, the Flat, the Shared Areas, the Contents and the Shared Items caused by the Tenant, by anyone at the Building with the Tenant's permission or as a result of the Tenant's negligence;

4.2.2 reasonable costs of enforcing, rectifying, abating and remedying any breach of the Tenant's obligations in the Tenancy Agreement, including those relating to cleaning and those incurred in, or in contemplation of, legal proceedings; and

4.2.3 any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware such sums are due and which remains unpaid at the end of the Tenancy Period. However, the Tenant cannot set-off the Deposit against any payment of Rent due to the Landlord during the Tenancy Period.

4.2.4 If there is a dispute between the Landlord and the Tenant as to how the Deposit should be used, either party may refer the matter to an impartial adjudicator who will decide how the Deposit should be used.

4.3 Protection of the Deposit

The Landlord confirms that the Deposit will be safeguarded by a recognised TDS.

Confirmation that the Deposit has been protected by a TDS will be sent to the Tenant within the timescale required by the TDS.

4.4 Changing tenants during the tenancy

The Landlord will not have to refund the Deposit or any part of the Deposit before the end of the Tenancy if the Tenant moves out of the Room.

5. CARE OF THE ACCOMMODATION

The Tenant will:

5.1 not damage the Room or Contents and will keep them in good repair and in a clean and tidy condition;

5.2 not damage, mark or change the decorative finish of the Room or Shared Areas (including for the avoidance of doubt making any holes or affixing anything to the walls, ceiling and floors of the Room or Shared Areas);

5.3 jointly with the other occupiers of the Flat keep the Shared Areas within the Flat and Shared Items within the Flat in a clean, tidy and hygienic state;

5.4 not damage, litter or obstruct the use of the Shared Areas or Shared Items;

5.5 not cause or permit any litter or damage to, or obstruct the use of, the Building;

5.6 not remove any Contents from the Room or Shared Items from the Flat or Building without the Landlord's prior written permission;

5.7 promptly notify the [Landlord/Management Company] of any damage, disrepair, defect and/or maintenance work required at the Room, Flat or, where it would be reasonable to expect a tenant to advise the [Landlord/Management Company], elsewhere on the Development;

5.8 not attempt to carry out any repairs or maintenance works to any part of the Building (including the Flat and/or the Room) or any of the Shared Items or the Contents;

5.9 not to bring or use any of the following items into the Building without the written consent of the [Landlord/Management Company]:

5.9.1 upholstered furniture (such as sofas and armchairs); or

5.9.2 heating equipment or any electrical equipment which does not at all times comply with all relevant current British Standards;

5.10 not to mark or label any keys or swipe cards etc. with the Room or Flat address and to report the loss of any such item immediately to the [Landlord/Management Company] and to pay the Landlord the proper and reasonable costs of replacing keys or swipe cards etc.; and

5.11 take all reasonable steps to ensure that the Building, Room and the Flat are kept secure from the intrusion of unauthorised persons (for example shutting/locking windows and doors when leaving and not permitting unauthorised parties to enter the Building).

6. PROPER CONDUCT FOR COMMUNAL LIVING

The Tenant will:

6.1 use the Room and the Shared Areas for his/her own private residential purposes only and will not use the Room or any of the Shared Areas for the purpose of carrying on any profession, trade or business whatsoever;

6.2 not cause any noise which, if made in the Room, is audible outside of the Room or, if made in any Shared Area, is audible outside that Shared Area;

6.3 not cause any disturbance distress annoyance or damage to any other occupiers of the Building or any adjoining property or to any employee of the Landlord [or the Management Company], or harm or remove their property;

6.4 not tamper with, misuse or damage any equipment or other things in the Building which are provided by the Landlord in the interests of health and safety or security of persons or property in the Development (including but not limited to fire-fighting equipment and fire doors), and to vacate the Building (and to ensure that any visitors of the Tenant also vacate the Building), immediately whenever a fire alarm is sounded;

6.5 not keep or wedge open any fire door in the Building. Where a fire door is found to be wedged or held open, the breach may be reported to the relevant statutory authorities for tampering with fire safety equipment, which is a criminal offence. The Landlord reserves the right to remove and dispose of the wedge or any other object holding the fire door open and shall not be liable in any way for any costs or other liabilities in respect of the disposed of item;

6.6 if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in attendance of the emergency services or the evacuation of Building or other buildings, pay on written demand any resulting costs reasonably incurred by the Landlord [and/or the Management Company];

6.7 not prepare or cook food anywhere other than in the kitchen in the Flat and not keep or use deep fat frying equipment anywhere in the Building;

6.8 not keep or use candles, oil burners or joss sticks anywhere on the Development or keep or use any open flame heating appliance or flammable liquid, gas or other combustible fuel;

6.9 comply with any reasonable written regulations issued from time to time by the [Landlord/ Management Company] in connection with the use of the Room, the Contents, Shared Areas and Shared Items and conduct in the communal areas of the Building generally;

6.10 comply with the terms and conditions of the internet service provider agreement which is applicable to the Building when using the computer network and/or internet services;

6.11 not affix any notice poster or similar article anywhere in the Building except on the notice boards (if any) provided;

6.12 not keep any animals, fish, reptiles or pets anywhere in the Building;

6.13 comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Flat and/or Room and general conduct in the Building;

6.14 not park or store any bicycle at the Building or in the Flat/Room except in the external areas and/or sheds (as appropriate) designated for that purpose by the Landlord;

6.15 ensure that all refuse/rubbish is disposed of in the external bins provided for the purpose;

6.16 not sub-let or assign the whole (or any part) of the Room or Flat or any of the Tenant's rights under the Tenancy Agreement nor part with possession or share occupation of the Room or Flat;

6.17 use best endeavours to ensure that his/her visitors comply with clauses 5 and 6 of these Terms and Conditions and for the avoidance of doubt, the Tenant is wholly responsible for any damage caused by the Tenant or anyone at the Building with the Tenant's permission or as a result of the Tenant's negligence;

6.18 attend a fire training session if requested to do so by the [Landlord/Management Company];

6.19 not smoke in any part of the Building and to ensure that any guests adhere to this condition;

6.20 not use the Room and/or Flat or any part of the Building for any improper, immoral or illegal purpose or in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord, [the Management Company] or to the other tenants of the Building or any adjoining premises and in particular but not exclusively:

6.20.1 not use, keep or supply any drugs or substances, including those that give hallucinogenic or similar drug induced effects, which are prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

6.20.2 not to keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat or the Building; and

6.20.3 not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord, [the Management Company], [its/their] employees or any other person.

6.21 If the Tenant is in breach of the Tenancy Agreement, he/she agrees that the [Landlord/Management Company] shall be entitled to disclose to the Guarantor and education establishment attended by the Tenant the circumstances of such breach.

7. ALTERNATIVE ACCOMMODATION

The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation (which may be away from the Building) due to unavoidable or essential operational reasons provided that:

7.1 the Tenant is given reasonable notice; and

7.2 the Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.

8. ACCESS BY THE LANDLORD

The Tenant will permit the Landlord [and the Management Company] and anyone authorised by the Landlord [and/or the Management Company] to enter the Flat (including the Room) for the purposes set out in clauses 8.1 and 8.2 provided that (where reasonably possible) such prior notice will be given to the Tenant and such access is conducted at reasonable hours in the day time (except in the case of emergencies, when reasonable prior notice shall not be required to be given):

8.1 to show the accommodation at the Building to prospective tenants; and

8.2 to inspect the Room and/or Flat from time to time and/or to carry out repairs to the Flat, the Room, the Contents or the Shared Items as necessary and/or to take monthly electricity meter readings.

9. AT THE END OF THIS AGREEMENT

When the Tenancy comes to an end (however that may be) the Tenant will:

9.1 vacate the Room and remove all of his/her belongings from the Building and leave the Flat, the Room and the Contents in good repair and condition (fair wear and tear accepted), and in a clean and tidy condition so that the Room and the Flat are ready for immediate re-occupation. If the cleanliness and/or repair of the Room and Contents and Flat are below the standard required pursuant to the Tenancy Agreement, the Tenant will pay the Landlords' costs in cleaning/repairing the same;

9.2 if the Tenant fails to remove any of his/her property from the Property within 7 days after the Tenancy coming to an end in accordance with clause 9.1, then the Landlord shall be under no duty of care to the Tenant's property and may dispose or sell such property as it thinks fit without any liability to the Tenant and the Tenant will indemnify the Landlord

against any liability to any third party whose property is disposed or sold by the Landlord in the mistaken belief that such property belonged to the Tenant;

9.3 jointly with the other occupiers ensure that the Shared Areas and Shared Items are left in the same clean state and condition (fair wear and tear accepted) as they were in at the beginning of the Tenancy Period;

9.4 ensure that any Contents or Shared Items which may have been moved during the Tenancy Period are returned to the Rooms or places they were in at the start of the Tenancy Period; and 9.5 return to the [Landlord/Management Company] all relevant keys, swipe cards, ID cards, car park fobs, car park stickers etc. and for any such item not returned at the end of the Tenancy, the Tenant will pay to the Landlord a reasonable administrative/replacement charge.

10. EXPENSES RELATED TO BREACHES OF THIS AGREEMENT

10.1 Within 7 days of written demand the Tenant shall reimburse the Landlord for the cost of any repairs or other remedial action and any reasonable administration costs required as a result of a breach by the Tenant of the Tenancy Agreement.

10.2 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of the Tenancy Agreement, then the Tenant shall bear a proportion of the cost of any repairs or other remedial action required as a result. The proportion will be determined by the Landlord (acting reasonably) and the Tenant shall reimburse the Landlord for such cost within 7 days of written demand.

10.3 The Tenant will pay all reasonable expenses fees and costs incurred by the Landlord in connection with:

10.3.1 collecting or attempting to collect any sums which are due but unpaid by the Tenant under the Tenancy Agreement;

10.3.2 ensuring that the Tenant gives up occupation of the Room, the Flat and the Shared Areas once he/she is no longer entitled to occupy; and 10.3.3 seeking redress for any breach of the terms of the Tenancy Agreement by the Tenant.

11. LANDLORD'S RIGHTS TO TERMINATE THIS TENANCY

11.1 The Landlord will (without affecting any other rights the Landlord has) have the right to forfeit the Tenancy:

11.1.1 if any instalment of Rent or other sum due under the Tenancy Agreement shall be due but unpaid for more than 21 days; or

11.1.2 if the Tenant is in breach of any of his/her obligations under the Tenancy Agreement; or

11.1.3 if any of the grounds for possession mentioned in section 7(6)(a) of the Housing Act 1988 occur or apply.

11.2 If at any time after the Tenant ceases to be a student the Landlord becomes liable (as a result of the Tenant's continued occupation of the Room) to pay any council tax in respect of the Room or is as a consequence is in breach of a planning condition in respect of the Building, then the Landlord shall be entitled to terminate the Tenancy.

12. TENANT'S INDEMNITY

If the Tenant ceases to be a student but continues to live in the Room then the Tenant must:

12.1 promptly pay any council tax due in respect of the Room to the local authority; and

12.2 within 7 days of written demand reimburse and indemnify the Landlord and any other tenants at the Building in respect of any council tax payable by the Landlord or such other tenants as a result of the Tenant's continued occupation of the Room and/or the Flat.

13. LANDLORD'S OBLIGATIONS

The Landlord agrees to:

13.1 allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;

13.2 maintain and repair the structure of the Building, including the window frames and window glass;

13.3 maintain, repair, decorate and provide adequate heating and lighting to the Building and to clean the Shared Areas that are outside the Flat;

13.4 carry out those repairs for which liability is imposed under section 11 of the Landlord and Tenant Act 1985 (if applicable to the tenancy created by this agreement);

13.5 comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;

13.6 at the beginning of the Tenancy Period equip the Room with the Contents and the Shared Areas with the Shared Items; and

13.7 supply and pay the charges for hot and cold water, drainage, gas and electricity supplied to the Building.

14. NOTICES

14.1 Any notice required to be given under the Tenancy Agreement shall be in writing and shall be either:

14.1.1 delivered personally;

14.1.2 sent by pre-paid first class post or recorded delivery or by commercial courier to each party required to receive the notice as set out below:

(a) Landlord: [at the address of the Management Company];

(b) Tenant: to the Tenant's home address contained in the Particulars;

(c) Guarantor: to the Guarantor's home address contained in the Particulars,

14.1.3 sent by e-mail to each party required to receive the notice as set out below:

(a) Landlord: [at the address of the Management Company];

(b) Tenant: Tenant's e-mail address contained in the Particulars;

(c) Guarantor: Guarantor's e-mail address contained in the Particulars,

or as otherwise specified by the relevant party by notice in writing to each other party.

14.2 Any notice served in accordance with clauses 14.1.1 or 14.1.2 shall be deemed to have been duly received:

14.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 14; or

14.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting; or

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

14.3 If a notice is served in accordance with clause

14.1.3 it shall be deemed to have been duly received on the Business Day that such e-mail was sent unless such e-mail was sent after 5.00 p.m. on such day, in which case it shall be deemed to have been duly received on the next succeeding Business Day.

14.4 The provisions of this clause 11 shall not apply to the service of any proceedings or other documents in any legal action where the provisions concerning service and the address for service in the relevant legislation shall apply.

15. GUARANTEE

15.1 In consideration of the Landlord granting the Tenancy to the Tenant, the Guarantor:

15.1.1 guarantees to the, as principal obligor and not a mere surety, that the Tenant will promptly comply with its obligations under the Tenancy Agreement; and

15.1.2 shall be responsible to the Landlord for all losses, damages, costs (including reasonable legal costs) and reasonable expenses arising as a result of: (a) any default by the Tenant in complying with the terms of the Tenancy Agreement; or (b) any of the Tenant's obligations under the Tenancy Agreement being or becoming unenforceable for any reason but the Landlord agrees that the Guarantor's liability under this clause

15.1.2 will not exceed the Tenant's liability under the Tenancy Agreement (or what would have been the Tenant's liability had the relevant obligation been fully enforceable).

15.2 The Guarantor agrees that no time or indulgence granted to the Tenant by the Landlord will in any way release the Guarantor from his/her obligations to the Landlord under this clause 15

15.3 In accordance with the guarantees provided at clause 15.1, the Guarantor undertakes to pay from the date of the Tenancy Agreement the Rent and other sums due under the Tenancy Agreement within 10 days of receipt of a written demand from the Landlord [or the Management Company] in the event that such sums have fallen due and the Tenant has not paid the amount being demanded.

16. INSURANCE

16.1 The Landlord will insure the Building for normal property owners' risks.

16.2 For the avoidance of doubt, the insurance cover taken out by the Landlord will not, unless stated otherwise in writing, include the following:

16.2.1 damage to personal belongings or valuables of the Tenant; and

16.2.2 cover for claims made against the Tenant for damage to any property or personal injury that result from the Tenants negligent action or inaction (where the Tenant should not have done something or has not done something that it should have done),

16.3 and the Tenant is responsible for determining its requirement for such cover, as he/she requires.

16.3.1 has been dated by the Landlord.

17. 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.