

Student Occupancy Agreement 2019-20

BETWEEN:

LSK Opco Limited ("the Landlord") true Glasgow West End, 145 Kelvinhaugh Street,
Glasgow,
G3 8PX

and

("the Tenant") of

Management Company:

True Student Limited (Company Number 09864618) whose registered address is 66 Prescott St, London E1 8NN

The Management Company has been authorised to act on behalf of the Landlord and 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

DEFINITIONS

"Agreement" means this agreement between the Landlord and the Tenant

"Apartment" means the kitchen/dining areas together with the corridor with a Room;

"Club Suite" means a specific room type offered within the development

"Booking fee" means the fee required to secure your room. On commencement of your tenancy this fee converts to a refundable security deposit

"Deposit" means the sum of £250. On commencement of your tenancy your booking fee above converts into a refundable security deposit.

"Due date" means the due dates for payment referred to in this Agreement.

"Guarantor" means person who agrees to underwrite rental commitments

"Landlord" means the company named above and any other persons or companies who may legally succeed it.

"Room" means

"Shared Items" means the items listed in the attached inventory.

"Tenancy" means the tenancy constituted by this Agreement.

"true Glasgow" means 145 Kelvinhaugh Street, Glasgow G3 8PX

1. PREMISES

1.1 The Landlord agrees to let and the Tenant agrees to take a tenancy of a room ("the Room") within an Apartment/ a tenancy of a Club Suite [delete as applicable] within true Glasgow, 145 Kelvinhaugh Street, Glasgow, G3 8PX ("true Glasgow") together with the right (where applicable) to use in common with all other persons authorised by the Landlord any common facilities within the Apartment for a term commencing on 06/09/2019 and expiring at 12 noon on 28/08/2020

1.2 The Tenant accepts the Room, the Club Suite or Apartment (as appropriate), the Shared Items and other communal facilities within true Glasgow have been handed over in a clean and tenantable condition.

1.3 The Tenant agrees to keep the Room or the Club Suite (as appropriate), the Shared Items, Apartment and other communal facilities within true Glasgow in the same condition to the satisfaction of the Landlord.

2. COMMENCEMENT AND DURATION OF THE TENANCY

2.1 The Tenant shall pay to the Landlord 9,180.00 ("Rent") for the Contractual Term in accordance with the payment dates provided within Clause 2.3 of this Agreement.

2.2 The Rent shall include normal residential use of electricity, gas, water, sewerage utility services and internet. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such service.

2.3 The Rent is payable as follows;

2.3.1 In advance, in one lump sum payable on or before the 1st August 2019.

2.3.2 If the tenant can provide a bona-fide UK based Guarantor the rent can be paid by three (Semester) instalments, payable as follows: (1) 6th August 2019; (2) 12th January 2020, (3) 30th April 2020

2.3.3 By ten monthly instalments, payable on 6th of each month between 6th August 2019 and 6th May 2019, provided further that if such first, second or further instalment is not paid on the due date, then the remaining instalment'(s) shall be payable forthwith.

2.4 The Tenant shall not reduce any payment of rent by making any deduction from it or by setting any sum off against it for any reason.

3. DEPOSIT

3.1 A Deposit is payable prior to the commencement of the Contractual Term by the Tenant to the Landlord. On commencement of your tenancy and receipt of cleared funds for your first rent instalment, whichever is the later, your booking fee of £250 converts to a refundable deposit.

3.2 The deposit will be paid into a tenancy deposit scheme within the timescales provided within the Tenancy Deposit Scheme (Scotland) Regulations 2011.

3.3 The scheme administrator responsible for the Deposit is [My Deposit Scotland].

3.4 The Landlord shall be entitled at the end of the Contractual Term to use the Deposit to meet any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any fixtures and fittings which have been broken, damaged or lost and the expense of making good any failure by the Tenant to fulfil any of the other conditions of this Agreement.

3.5 The Deposit or part of the Deposit, if any, will be refunded to the Tenant within the timescales provided within the Tenancy Deposit Scheme (Scotland) Regulations 2011.

3.6 No interest shall be paid by the Landlord for the Tenant for the Deposit.

4. LETTING PROVISIONS

The Tenant agrees with the Landlord as;

4.1 to pay the Rent in advance on the due dates provided in Clause 2.3 by banker's order, debit card or credit card to any bank account that the Landlord may from time to time nominate in writing.

4.2 to pay interest at the rate detailed in clause 4.3 on the unpaid amount of any sum due to the Landlord which is not received on the due date (whether demanded or not and without prejudice to any other remedy) for the period beginning on the due date until the date it is received in cleared funds inclusive of both dates.

4.3 interest under clause 4.2 is 4% above the base rate of Lloyds Bank and is calculated on a daily basis.

5. PROPER CONDUCT

5.1 The Tenant will: -

5.1.1 use the Room or Club Suite (as appropriate) only as a single private residence for occupation by the Tenant only;

5.1.2 not allow visitors or anyone to remain in the Room, Apartment or Club Suite (as appropriate) overnight unless (1) the Landlord's consent to the visitor remaining in the Room or the Apartment / Club Suite overnight has been obtained (such consent not to be unreasonably withheld or delayed); (2) no overcrowding occurs; (3) the other occupiers of the Apartment do not raise any objection; (4) the visitor or visitors have signed the visitor's book; and (5) the Tenant agrees to use its best efforts to ensure that any visitor or visitors complies with Clause 5 and 6 of this Agreement. For the avoidance of doubt Clause 5.1.2 applies to any children or dependents and other family members of the Tenant;

5.1.3 keep the Shared Items in at least as good repair and condition as they are now (fair wear and tear excepted);

5.1.4 not remove any of the Shared Items from the Room, Apartment or Club Suite (as appropriate);

5.1.5 maintain, repair and make good all damage and undue wear to the Room, Apartment or Club Suite (as appropriate) and the Shared Items which the Tenant is entitled to use solely or in common with others;

5.1.6 to comply with the Landlord's Bedbugs Policy (a copy of which is available for inspection at true Glasgow);

5.1.7 not store or keep any unlawful substance or materials in the Room, Apartment or Club Suite (as appropriate) at any time;

5.1.8 not keep, store or use in the Room, Apartment or Club Suite (as appropriate) any inflammable, dangerous articles, lighted candles, electronic cigarettes, incense sticks, shisha pipes, naked flame appliances, portable heater lamp or other portable apparatus fed by paraffin or liquid gas and comply with all the Landlord's requirements relating to fire safety as set out in the Fire Safety Agreement which is available for inspection at true Glasgow;

5.1.9 not keep or use in the Room, Apartment or Club Studio (as appropriate) any electrical heating, electrical cooking equipment and/or multiway adaptors;

5.1.10 not bring into or keep in the Room, Apartment or Club Suite (as appropriate) any electrical items unless: (1) the Tenant has first produced by prior appointment the items to the Landlord's officer in the reception area of true Glasgow for PAT testing; (2) obtained the approval of the Landlord to the keeping and using of the items in the Room or the

Apartment / Club Suite (as appropriate), which approval will be given if the Items are in good safe working order and meet the PAT requirements;

5.1.11 not expose or allow to be hung any laundry, washing or other items (whether for the purposes of drying or otherwise) to be visible from outside of the Room, the Apartment or Club Suite (as appropriate);

5.1.12 not glue, stick, nail, tack, screw, fix or fasten (whether with Blue-Tack or similar materials) anything whatsoever to the interior or the exterior of the Room, the Apartment or Club Suite (as appropriate);

5.1.13 not smoke (including electronic cigarettes) or use non-prescription drugs within the Room, Apartment, Club Suite (as appropriate) or true Glasgow's Premises;

4.1.14 not assign, underlet or otherwise part with or share possession of the Room, Apartment or Club Suite (as appropriate);

5.1.15 not part with the access fob to the Room, Apartment or Club Suite (as appropriate) and to report immediately any loss of the keys to the Landlord;

5.1.16 in the event of the loss of access fob pay to the Landlord before the Landlord issues any replacement, the sum of £15 for each replacement access fob and if access fob is found and returned by the student after a replacement has been issued and the cost charged, the refund of the cost is at the Landlord's discretion and may be subject to an administrative charge;

5.1.17 to take all reasonable steps to ensure that the Room, the Apartment or the Club Suite (as appropriate) are kept secure from the intrusion of unauthorised persons (including but not limited to: not opening windows beyond the tilt position, save in the case of emergency; shutting and locking windows and doors when the Tenant leaves; and not tampering or in anyway adjusting the safety controls to any windows);

5.1.18 not make any noise which is audible outside of the Room, Apartment or Club Suite (as appropriate);

5.1.19 not cause a nuisance, threaten, harass, annoy, interfere, threaten or abuse any other residents in true Glasgow (including permitted visitors), servants or agents of the Landlord or the owners and occupiers of the surrounding properties;

5.1.20 not keep any dog, cat, bird, insect, pet or other animal of any kind in the Room, the Apartment or Club Suite (as appropriate);

5.1.21 not bring, connect and use a television in the Room, Apartment or Club Suite (as appropriate) unless the Tenant have at their own expense obtained a television licence for that television;

5.1.22 not install or connect any trail wires, wireless or television pole, aerial, satellite dish or apparatus within the Room, Apartment or Club Suite (as appropriate);

5.1.23 not tamper with any equipment provided in the Room, Apartment or Club Suite (as appropriate) or true Glasgow in the interests of health and safety or persons including without limitation, fire fighting equipment, fire extinguishers, smoke alarms, emergency exit signs, break glass alarm points;

5.1.24 pay, on written demand, a reasonable sum or as required by the relevant emergency service to cover any costs incurred by the Landlord if the Tenant sets a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency services or the evacuation of true Glasgow;

5.1.25 always use the extractor fan in the bathroom when using the bathroom and not disable the extractor fan except for safety reasons in an emergency;

5.1.26 not bring into or keep in the Room, Apartment, Club Suite or true Glasgow any washing machine.

5.1.27 use best efforts to ensure that the Tenant's visitors comply with the Tenant's obligations under this Agreement while present in the Room Apartment, Club Suite or pure Glasgow;

5.1.28 comply with additional obligations or restrictions set out in any management scheme or other regulations reasonably required by the Landlord which may be notified to the Tenant in writing from time to time;

5.1.29 unless otherwise expressly provided, the obligations and liabilities of the Tenant under this agreement are joint and several with the other occupiers of true Glasgow;

5.1.30 that the Landlord is not responsible for any loss or damage to personal belongings within the Room, Apartment or Club Suite (as appropriate) or true Glasgow and acknowledges that the Landlord has no responsibility to the Tenant for any such items (save insofar as any such loss or damage is caused by the Landlord's negligent acts) and that it has advised the Tenant to take out its own insurance;

5.1.32 not prepare or cook food anywhere other than in the kitchen of the Room, Apartment or Club Suite (as appropriate);

5.1.33 to comply with any reasonable written regulations issued from time to time by the Landlord in connection with the use of the Apartment, Shared Items or in the communal areas of true Glasgow;

5.1.34 comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Room and true Glasgow;

5.1.35 not use the Room, Apartment or Club Suite (as appropriate) or any part of true Glasgow, or anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of true Glasgow or any neighbouring property;

5.1.36 not run a trade or business from the Room, Apartment or Club Suite (as appropriate);

5.1.37 not to 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 occupiers or visitor, or to any owner or occupier of any neighbouring property; and

5.1.38 not to act or fail to act in a way which will or may result in any policy of insurance in respect of true Glasgow becoming void or voidable or whereby the premium or excess due may be increased.

6. CARE OF THE ACCOMMODATION

6.1 The Tenant will:

6.1.1 keep the Room, Apartment or Club Suite (as appropriate) in a clean and tidy condition to the satisfaction of the Landlord

6.1.2 not alter, add, re-decorate in whole or in part or damage the Room, Apartment or Club Suite (as appropriate) including all fixtures and fittings and keep them in a clean and tidy condition;

6.1.2 not damage, mark or change the decorative finish of the Room, the Apartment or Club Suite (as appropriate);

6.1.3 jointly with the other occupiers of the Apartment keep the Apartment and other shared areas in a clean, tidy and hygienic condition;

6.1.4 not alter, damage, litter or obstruct the use of the Apartment, other shared areas or true Glasgow;

6.1.5 not damage, force or in anyway misuse any locks in the Room, Apartment, Club Suite (as appropriate) or true Glasgow;

6.1.6 open the windows in the Room, the Apartment or Club Suite (as appropriate) to the tilt position for at least 30 minutes each day (provided that the Tenant is in occupation) to ventilate the Room;

6.1.7 dispose of all refuse in accordance with the requirements of the Landlord as shall be notified from time to time to the Tenant

6.1.8 notify the Landlord of all repairs and/or maintenance work which the Tenant considers necessary to the Room, Apartment or Club Suite (as appropriate) or true Glasgow as soon as such repairs or maintenance work are apparent;

6.1.9 not cause any blockage to the drains, gutters and pipes serving the Room, Apartment or Club Suite (as appropriate) or true Glasgow;

6.1.10 not attempt to carry out any repairs and/or maintenance works to any part of true Glasgow, including the Room, the Apartment or Club Suite (as appropriate) including any fixtures and fittings; and

6.1.11 not store bicycles in the Room, Apartment or Club Suite (as appropriate) or on any access ways or staircases forming part of true Glasgow. Any bicycle must be stored in the designated bicycle areas of true Glasgow only. In the event of the Landlord requiring to remove any bicycle stored in breach of this clause to pay to the Landlord within 7 days of written demand £25 before the release of the bicycle to the Tenant.

7. ACCESS BY THE LANDLORD

7.1 The Tenant must allow the Landlord and its authorised agents, cleaners and workmen to enter the Room, Apartment or Club Suite (as appropriate) at all reasonable times upon not less than 24 hours' written notice or at any time in an emergency without notice to:

7.2.1 inspect the condition of the Room, Apartment or Club Suite (as appropriate) and the Shared Items at least once in every calendar month;

7.2.2 repair, clean or alter the Room, Apartment or Club Suite (as appropriate), the Shared Items or true Glasgow that are reasonable and necessary pursuant to this Agreement, by law and for any other reasonable purpose; whether the Landlord is legally liable to carry out such work or not;

7.2.3 show the accommodation to prospective tenants; and

7.2.4 carry out any of the services required under this Agreement.

8. ALTERNATIVE ACCOMMODATION

The Landlord reserves the right during the Contractual Term to move the Tenant temporarily to alternative accommodation only for the purpose of carrying out necessary repairs provided that the Tenant is given reasonable notice and the Tenant will occupy the alternative accommodation on the same terms as this Agreement.

9. DESTRUCTION OR DAMAGE OF THE SUBJECTS

If the Room, Apartment, Club Suite (as appropriate) or any other part of true Glasgow becomes unfit for use or any defect or want of repair during the Contractual Term, a just proportion of the charges will cease to be payable; this is to be dependent upon the extent of the damage sustained and the time that the area is unfit for use. This clause will not apply if the cause of the damage is in any way the result of action taken by the Tenant; this is to include any failure to notify the Landlord of repairs required.

10. EXPENSES RELATED TO BREACHES OF THIS AGREEMENT

10.1 The Tenant shall promptly replace or pay for all broken glass in the Room Apartment, Club Suite or true Glasgow where the Tenant or the Tenant's family or visitors cause the breakage.

10.2 The Tenant agrees to pay to the Landlord within 7 days of written demand the following:

10.2.1 £30 on each and every occasion when any payment due in terms of this Agreement by bank transfer or by credit or debit card does not reach the Landlord;

10.2.2 £20 on each and every occasion that the Landlord properly and reasonably writes to the Tenant in relation to any breach of the terms of this Agreement;

10.2.3 all reasonable costs, expenses, fees and costs (including solicitors or professional costs) incurred by the Landlord in connection with (1) attempting to collect unpaid rent or any other sum due in terms of this Agreement; (2) ensuring that the Tenant gives up occupation of the Room, Apartment or Club Suite (as appropriate); (3) making good any damage caused by the Tenant; (4) in remedying any breach of this Agreement or failure to fulfil the obligations either by the Tenant or any guest of the Tenant;

10.2.4 professional fees incurred by the Landlord for pre-action correspondence in the sum of £50.00 plus VAT; and

10.2.5 the professional fees incurred by the Landlord for the issue of any claim in the sum of £65.00 plus VAT together with any fixed costs.

10.3 The Tenant agrees not to make any payments due to the Landlord in terms of the Agreement in cash.

11. AT THE END OF THIS AGREEMENT

11.1 on the expiry of the Contractual Term the Tenant will:

11.2.1 return access fob to the Landlord and, for any not returned at the end of the Contractual Term will pay to the Landlord the charged referred to in clause [5].

11.2.2 remove all personal effects and belongings from the Room, Apartment or Club Suite (as appropriate) by no later than 12 noon on the relevant tenancy termination date stipulated in Clause 1; and

11.2.2 deliver up the Room, Apartment or Club Suite (as appropriate) and the Shared Items in good tenantable repair and condition free from damage, clean and tidy in accordance with the Tenant's obligations under clauses [4 & 5] and the Landlord's guidance notes.

11.3 attend at the expiry of the Contractual Term the Tenant a check out inspection organised by the Landlord and sign a copy of the inspection report.

12. CONFIRMATION OF IDENTITY

12.1 Within 5 business days of the Tenant taking occupation of the Room or Club Suite (as appropriate) the Tenant must provide to the Landlord or such person nominated by the Landlord and notified to the Tenant:

(a) either

- (i) a letter from their University confirming that they are a student in full time education and the name, start and end dates of their course; or
- (ii) a valid and current student identity card with a start and an expiry date; and

(b) a form of photo identification being either a student identity card referred to in paragraph (a)(ii) above provided it contains a photo or a current passport or driving licence.

13. SURRENDER

If the Landlord accepts a surrender of the Tenancy before the expiry of the Contractual Term then the Tenant shall pay to the Landlord the sum of £100 on the day the tenancy is

surrendered as a contribution towards the Landlord's administration costs. Any such surrender shall be without prejudice to any antecedent breaches by the Tenant

14. TERMINATION LANDLORD

14.1 The Landlord may terminate this Agreement by serving written notice to quit on the Tenant. The Landlord may serve such notice either:

14.1.1 to terminate this Agreement at expiry of the Contractual Term; or

14.1.2 to terminate the tenancy where the Tenant has failed to perform any of its obligations under this Agreement.

14.2 In the event that the Tenant fails to remove from the Apartment or Club Suite (as appropriate) at the end of the period specified in the notice to quit, the Landlord can bring legal action against the Tenant to recover possession of the Apartment or Club Suite.

15. TENANT'S PROPERTY

If following termination of this Agreement (howsoever this occurs) any effects and belongings remain in the Room or the Apartment, Club Suite the Landlord may assume (in the absence of written notification to the contrary) that such effects and belongings are the property of the Tenant and the Landlord may sell such effects and belongings and may deduct from the proceeds of sale the reasonable costs of storage and/or sale. The Landlord shall not be liable to the Tenant in any criminal or civil proceedings for the recovery or replacement of any items appropriated or sold pursuant to this clause

16. NATIONAL CODE OF STANDARDS

16.1 Subject to clause 16.2 below, the Landlord agrees with the Tenant to comply with ANUK National Code of Standards to the extent that such standards (and any legislation referred to therein) are applicable in Scotland.

16.2 Where the ANUK National Code of Standards refer to legislation or regulations (or specific provisions thereof) which do not apply in Scotland, the Landlord does not agree to comply with such legislation or regulations (or specific provisions thereof) but instead agrees to comply insofar as reasonably practicable within the Scottish equivalent thereof.

17 DATA PROTECTION

17.1 The parties hereto shall comply with their respective obligations under the General Data Protection Regulation (EU) 2018 ("GDPR") and any laws which implement, replace, extend or amend GDPR relating to the processing, privacy and use of Personal Data (the meaning of which shall be the meaning given in the applicable laws from time to time.)

17.2 Personal data will only be processed as necessary for the purpose for which it has been collected or for the purposes which are compatible with the original purpose.

17.3 There are various ways in which personal data may be processed. This mainly though not limited to;

- Performance of a contract
- Legitimate interests
- Consent
- Third party service providers working on behalf of the Manager
- Education institutions
- Other parties when required by law or as necessary for safeguarding
- Other parties in connection with Corporate transactions

17.4 Full details of the GDPR and Privacy policy statement are available upon request via the Management Company

18. NOTICE AND DECLARATION

In signing this Agreement and taking entry to the Room, the Tenant:

18.1 confirms that it has made full and true disclosure of all information sought by the Landlord in connection with this Agreement;

18.2 confirms that it has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to enter into this Agreement; and

18.3 confirms that they are a student registered with the University or will be at the commencement of the Agreement.

18.4 acknowledges that:

18.4.1 this Agreement is legally binding and by signing it, it is entering into a legally binding agreement;

18.4.2 it has taken legal advice on the terms of this Agreement or has been advised to do so but has declined to do so; and

18.4.3 That this Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of Scotland.

19. NOTICES

19.1 Any notices to be served on the Tenant during or after the currency of the Agreement shall be valid if posted or delivered to the home address of the Tenant as stated at the top of the first page of this Agreement (or any replacement address subsequently notified in writing to the Landlord by the Tenant) or during the currency of the tenancy shall be valid if delivered to the room. Any notices to be served on the Landlord during or after the currency of this Agreement shall be valid if posed or delivered to the address of the Landlord as stated at the top of the first page of this Agreement (or any replacement address subsequently notified in writing by the Landlord to the Tenant). In either case service shall be deemed to have been effected on the day of delivery (in the case of posting) 2 working days after the date of posting

19.2 that the Landlord may without further authorisation from the Tenant send copies of any letters or other written communication from the Landlord to the Tenant's parents, guardian or guarantor

20. TENANT INDEMNITY

If the Tenant ceases to be a full time student of [] [Note: Insert the name of any other named, approved, University] but continues to live in the Room or Club Suite then the Tenant will:

20.1 promptly notify the Landlord;

20.2 reimburse and indemnify the Landlord in respect of any Council Tax due in respect of the Room as a result of the Tenant's continued occupation within 7 days of written demand;

20.3 give up their occupancy; and

20.4 the Landlord may terminate on providing 2 months written notice.

Notwithstanding the above, the Tenant will remain liable for all of its obligations under the Agreement which have not been performed, including the payment of rent.

21. GUARANTOR

21.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the obligations incumbent on the Tenant under this Agreement and that if the Tenant fails to pay Rent or to observe or perform any of its obligations the Guarantor shall pay or observe and perform them.

21.2 The Guarantor will as a separate and independent primary obligation) indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of its obligations under this Agreement.

21.3 The liability of the Guarantor under Clause [] and Clause [] shall continue until the Residential Period comes to an end and the Tenant is released from its obligations under this Agreement.

21.4 The liability of the Guarantor shall not be affected by:

21.4.1 any time or indulgence granted by the Landlord to the Tenant;

21.4.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the Tenant's obligations under this Agreement or in making any demand in respect of them;

21.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the Tenant's obligations under this Agreement;

21.4.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit;

21.4.5 the Tenant dying or becoming incapable of managing its affairs.

22. CANCELLATION AND COOLING OFF PERIOD

22.1 Where the Tenant signed the Agreement before 31st July in the relevant academic year there is a 14 day cooling off period after which the Agreement is legally binding. Where the Tenant confirms the Tenancy after the 31st July, there will be a 48 hour cooling off period after which the Agreement is legally binding. ("the Cooling Off Period")

22.2 If the Tenant gives notice that they wish to cancel the Agreement within the Cooling Off Period, the Tenant will be entitled to a full refund of their deposit.

22.3 Should the Tenant wish to cancel the Agreement following the expiry of the Cooling Off Period, the Tenant will be liable for the rent for the full period of the Agreement and will remain liable for the contractual obligations laid out in the Agreement unless the Tenant can offer proof of any of the following:

- The Tenant failed to get the results to attend that city and university they selected;
- The Tenant's VISA was declined; or
- The Tenant has chosen to move to another city which does not yet have accommodation provided by the Landlord.

22.4 In some cases the Landlord may be willing to cancel the booking if a replacement tenant is found who will take on the full rent liability. This decision will be made by the management team at their discretion

BEFORE SIGNING THIS AGREEMENT THE TENANT SHOULD READ THE FOLLOWING NOTES:

This Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of the Contractual Term (as defined above) and will not be released from his/her obligations until the Contractual Term expires. If the Tenant does not understand anything in this Agreement, then it is strongly suggested that he/she asks for an explanation before signing it. The Tenant may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

(1) Signed on behalf of the Landlord

True Student Glasgow West End