

Assured Shorthold Tenancy Agreement

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).

Academic year Sept 2023-24

Please read this document and sign the declaration on page 13 to accept your offer of accommodation.

This is a legally binding contract between you and the Landlord and incorporates Acis Students' Booking and Cancellation Policy, which is available to view or download at www.acisstudents.co.uk

PARTIES

- (1) Acis Group Limited incorporated in England and Wales with company registration number 03593345 whose registered address is at Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG (Landlord)
- (2) *[tenant name and address]* (Tenant)

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause. Words indicating a male gender include other genders; words in the singular include the plural and vice versa.

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| Accommodation | <SA:RoomName>, <SA:BlockName>, <SA:AreaName>,<SA:RoomPostCode> being a <SA:BedroomType> for single occupancy (or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time). |
| Acis Students | the brand name used by the Landlord for the delivery of the Landlord's student accommodation and student services. |
| Booking Fee | £200.00 booking fee to be paid upon initial room booking. This is a non-refundable fee which makes up part of the first rent instalment, or overall rent instalment if paying the rent in full. |
| Booking Process | Refers to a purchase of student accommodation made through Acis Students' website at www.acisstudents.co.uk and "Booked" shall have a corresponding meaning. The Booking Process is completed when, having selected accommodation, a person enters their username and password on the said website as a sign of accepting the terms and conditions of this tenancy agreement, pays their booking fee (see clause 3) and provides their guarantor details, if applicable (see clause 2). |
| Building | The student housing development selected by the Tenant in the Booking process. The word "Building" includes the Accommodation as well as areas for shared use. |
| Cluster Flat | A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom and living area and also access ways for the shared use by the Occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) where the Accommodation is situated. |
| Common Parts | All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas (where available) serving the Building, those parts of the Landlord's accommodation which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the Occupants. |

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| Contents | Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building) as set out in the Inventory. |
| Fees | The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement. |
| Inventory | The inventory provided by the Landlord to the Tenant setting out the condition of the Accommodation and any Contents provided by the Landlord for the use of the Tenant in the Accommodation at the start of the Term. |
| Key | All types of device used for the securing or gaining entry to the Building or any part of it. |
| Occupant/Occupier | All tenants of the Accommodation who have a right to use the communal spaces within that Accommodation. |
| Rent | The sum identified in the Booking process as being the rent payable for the Accommodation. This sum includes charges for gas and electricity of £11.00 per week on average, and also charges for water supply and internet. |
| Rent Dates | The dates upon which the instalments of Rent are payable, according to the payment plan chosen by the Tenant during the Booking process. |
| Rights | To use the Common Parts outside Cluster Flats which are accessible to Occupants, if the Accommodation is in a Cluster Flat, then to also use the Common Parts within that Cluster Flat, to use the Contents allocated to the Accommodation, for their intended purpose and to have the Services provided. The use of the Common Parts and the Contents in those Common Parts is shared with the other Occupants who are also entitled to use them. |
| Services | These are the Services that are provided by the Landlord at the Accommodation which include the maintenance, repair and insurance of the Building by the Landlord, the cleaning (including external window cleaning) of the Common Parts accessible to all Occupants (but excluding cleaning of Common Parts inside Cluster Flats), the provision of a hot and cold running water supply to Studios and Cluster Flats, the provision electricity and gas supply to Studios and Cluster Flats (subject to additional charges for high consumption as set out in clause 4.5), the lighting of the Common Parts, the disposal of rubbish deposited in the proper receptacles provided by the Landlord within the Building, the security of the Building and the provision of internet access for use by the Tenant. |
| Studio | A self-contained studio apartment in the Building. |
| Term | A fixed term of [<i>duration</i>] commencing on and including [<i>date</i>] and ending on [<i>date</i>] unless terminated early in accordance with clause 7 or unless terminated early by mutual agreement in accordance with the Landlord's Acis Students' Booking and Cancellation Policy |
| Working Day | Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England. |

1.2 Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. This can include email as long as it is sent to the address for the intended recipient given in this tenancy agreement or as subsequently notified to the sender in writing. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email or through the Landlord's online Booking portal. Notices relating to cancellation given by the Tenant must be in accordance with the Acis Students Booking and Cancellation Policy.

1.3 It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.

1.4 The word "including" means "including, but not limited to" and any list that follows the word "including" or the words "such as" is not an exhaustive list.

- 1.5 Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.
- 1.6 All obligations and liabilities set out in this Tenancy Agreement in relation to the Tenant are obligations and liability that are jointly and several with the Guarantor.

2 GUARANTOR

- 2.1 Within 5 Working Days of completing the Booking, the Tenant will procure that the Guarantor provides the signed guarantee in the Landlord's standard form.
- 2.2 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.
- 2.3 The Landlord is entitled to insist on a replacement guarantor if the proposed Guarantor is not at any time either in full-time employment or a homeowner.
- 2.4 If the Tenant does not provide to the Landlord the signed guarantee within 5 Working Days of completing the Booking then the Landlord may advertise the Accommodation as available to let. If the Accommodation is then Booked by someone else, this tenancy agreement will end immediately when that alternative person provides their Guarantor. The Tenant will remain liable for the Rent and any Fees that became due under this tenancy agreement before it ended.

3 AGREEMENT TO GRANT AND TO TAKE A TENANCY

- 3.1 The Tenant must pay the Booking Fee to the Landlord before accepting an offer of accommodation in order to complete the Booking process.
- 3.2 When the Tenant completes the Booking process the Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation and this tenancy agreement comes into effect.
- 3.3 This tenancy agreement incorporates the Acis Students Booking and Cancellation Policy, the Acis Group Privacy Policy and all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Landlord's website and available to view during the Booking process.
- 3.4 Where a person does not complete the online Booking process but subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting Keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.
- 3.5 The Tenant agrees to comply with the Tenant's Obligations and the Landlord agrees to comply with the Landlord's Obligations set out in this tenancy agreement.

4 TENANT'S OBLIGATIONS

- 4.1 To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the Booking process.
- 4.2 Rent is charged at the same daily rate throughout the Term, but instalments in a payment plan may not be at regular intervals or for an equal amount. It is the Tenant's responsibility to check that they will have the money to pay each instalment when it falls due.
- 4.3 If any Rent remains unpaid 14 days after the due date for payment in the Tenant's chosen payment plan, then the Tenant will be liable to pay to the Landlord interest on the unpaid amount of Rent at an annual percentage rate of 3% above the Bank of England base rate in relation to each day after the due date for which the rent remains unpaid. The Landlord shall not be liable to pay the Tenant interest, or set off interest against Rent, if interest rates are below zero.
- 4.4 To pay to the supplier all charges (except for the internet access provided by the Landlord) for telephone, telecommunications and satellite or cable television services to the Accommodation, including calls, line rental, connection and disconnection that are procured by the Tenant. Where the Accommodation is in a Cluster Flat, to pay the supplier, jointly and severally with all other Occupiers of the Cluster Flat, all charges for such services to the Common Parts in the Cluster Flat and to indemnify the Landlord for all or any costs they might incur as a result of the Tenant not paying.

- 4.5 The Rent assumes that on average the charge for energy used by occupants in the Building will not be more than £11.00 per tenant per week. The Landlord may charge an energy supplement and the tenant will pay that supplement if the energy used in the Accommodation is greater than £11.00 per week per tenant. This may happen for instance if:
- 4.5.1 Energy prices rise steeply (by more than 3%) during the Term such that the energy charges for the Building are more than 3% over the budgeted average of £11.00 per person per week;
 - 4.5.2 Energy consumption in the Accommodation is excessively high (this will normally only occur when the Tenant is using prohibited items, such as portable heaters);
 - 4.5.3 Energy consumption in the Cluster Flat is excessively high (the additional charge being made to the person(s) responsible for excessive consumption or, if they cannot be identified, shared equally between the Occupiers of the Cluster Flat).
- 4.6 To pay for any TV Licence or any other such subscription, charge as may be applicable for watching, viewing, streaming or playing programmes and to indemnify the Landlord for all charges, fines or costs in relation to the same. Where a television licence is required for the Common Parts within the Cluster Flat, then the Tenant agrees to contribute a fair proportion (based on the number of viewers) towards the television licence for the Cluster Flat. If the Landlord has to pay a TV licence fee because the Tenant (or the Cluster Flat) has failed to obtain a TV licence when required, then the Tenant will reimburse the Landlord for the full cost of the licence (or a fair proportion of the licence for a Cluster Flat) and pay as damages any associated fines or penalties incurred by the Landlord.
- 4.7 Unless it is the local authority's policy not to issue them, to hold a current council tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request;
- 4.7.1 To pay any council tax that is payable in respect of the Accommodation during the Term (taking into account any exemption to which the Tenant is entitled); and
 - 4.7.2 To reimburse the Landlord or Agent for any payments made to the billing authority in respect of council tax as a result of the Tenant's failure to comply with clauses 4.7 or 4.7.1
- 4.8 To pay the Landlord damages (compensation) for breach of this Tenancy Agreement if the Tenant does not comply with his obligations under the terms of this tenancy agreement. Damages are payable within 14 days of the Landlord's invoice for them or, if later, when ordered by the court. Damages is the amount of money that it would take to put the Landlord back in the same financial position as they would have been in if the Tenant had complied with his obligations in this tenancy agreement. If claiming damages, the Landlord must act honestly and reasonably. They must take reasonable steps to minimise their losses, but they do not have to find the cheapest possible goods or services. After a breach of the Tenant's obligations, damages are payable for losses suffered and expenses incurred as a result of the breach, including:
- 4.8.1 returning the Building and Contents to the condition they were in before the breach (including a reasonable amount for arranging for contractors to carry out work, as well as the contractor's charges);
 - 4.8.2 making good any other loss or damage arising from the Tenant's breach of the Tenant's Obligations in this tenancy agreement;
 - 4.8.3 the reasonable administrative costs of arranging rectification or reinstatement;
 - 4.8.4 the cost of taking legal advice in relation to the breach, where reasonably necessary;
 - 4.8.5 the costs reasonably incurred in taking court action to recover damages from the Tenant, or to recover possession of the Accommodation, including court fees, judgment enforcement costs and debt collection costs.
- 4.9 To notify the Landlord in writing within 7 days of the start of the Tenancy of any comments or amendments to the Inventory and/or report of condition, otherwise the Tenant will be taken as accepting the Inventory and report of condition as a full and accurate record of the condition of the Accommodation and its Contents.
- 4.10 To keep the Accommodation and Contents in a clean condition, to use them carefully and not damage or dismantle them.

- 4.11 Where the Accommodation is in a Cluster Flat, to keep (jointly with other Occupiers) the Common Parts within the Cluster Flat and their Contents in a clean and tidy condition, to use them carefully and not damage or dismantle them.
- 4.12 Not to do anything which makes the Common Parts outside Cluster Flats dirty or untidy or which damages them or the Contents in them.
- 4.13 Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the damages claimed for rectification provided that:
- 4.13.1 the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by an Occupant or invited visitor; and
- 4.13.2 damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat;
- 4.13.3 the Landlord will not charge an Occupant for damage that ought properly to be the subject of an insurance claim, as long as the insurer does not withhold payment because of actions or omissions of Occupant.
- 4.14 Except for notices, posters and/or pictures on the notice boards in the Accommodation, the Tenant is not to affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to any part of the Building.
- 4.15 Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated; and at the end of the Term to leave the Contents in same positions as they were in at the start of the Term.
- 4.16 Not to remove, dismantle or detach anything which is attached to any part of the Building.
- 4.17 Not to decorate or in any other way change or attempt to repair any part of the Building or the Contents.
- 4.18 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.
- 4.19 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with other Occupiers of the Cluster Flat.
- 4.20 To permit the Landlord to carry out inspections of the Accommodation in order to ensure that the Tenant is complying with the Tenant's Obligations contained within this Tenancy Agreement. The Landlord will usually give 24 hours' notice before entering the Accommodation. If during that visit there is evidence of serious non-compliance, then the Landlord may serve a notice on the Tenant (and any other Occupiers) requiring corrective action to be carried out in order to remedy the breach of tenancy. If that corrective action is not carried out within the specified timescale contained in the notice, then the Landlord may have the work carried out in the Tenant's default and claim the cost (or a fair proportion of the cost where the work concerned is the responsibility of several Occupiers) to the Tenant as damages for breach of contract (see clause 4.8).
- 4.21 Promptly after becoming aware of it, to report to the Landlord any failure of the Services and any damage to the Contents, or the Building, or any part of it.
- 4.22 Not to bring any large electrical appliances or room heating into the Building without the Landlord's prior written consent.
- 4.23 Not to obstruct common parts, corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's accommodation at risk. Not to tamper with or otherwise interfere with any fire alarms, smoke detectors or fire-fighting equipment, and to use them only where there is good cause to do so. Any such tampering or interference may be a criminal offence and the Landlord will report such matters to the relevant authorities.
- 4.24 Not to possess or use in or near the Building any weapons including ceremonial or replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items for use as weapons. Breach of this clause will be a serious breach of this tenancy agreement and will lead to termination of the tenancy.
- 4.25 Not to make any duplicate Keys or change any locks at the Building.

- 4.26 If the Tenant chooses to move out of the Accommodation before expiry of the Term, the tenancy will continue unless and until such time as it is terminated in accordance with clause 7 or clause 8 of this Tenancy Agreement. Returning the Keys to the Landlord will not in itself be sufficient to end the tenancy;
- 4.27 If the Tenant loses a key during the Term, or does not return all Keys to the Landlord at the end of the tenancy, then the Landlord may charge the Tenant the costs reasonably incurred in providing a replacement key or (where it is reasonable to do so, as an alternative to replacing the key) change the locks and charge the Tenant the proper and reasonable cost of doing so. In either case, the request for payment will be accompanied by written evidence of the expense incurred.
- 4.28 Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who has been staying at the Accommodation unlawfully or in breach of this tenancy agreement.
- 4.29 Not to invite visitors inside the Building at any time when to do so would be unlawful. All clauses in this tenancy agreement relating to visitors are subject to this clause, and to clauses 4.49 and 4.50.
- 4.30 Where the Accommodation is within a cluster flat, not to have more than 3 visitors in the Accommodation at any one time, including overnight. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 4 nights in the same week.
- 4.31 Not to sleep in or allow any visitors to sleep in the Common Parts or in any other part of the Building that is not specifically designed for sleeping.
- 4.32 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.
- 4.33 Not to leave the Accommodation unoccupied for more than 28 days without the Landlord's consent (which the Landlord will not withhold unreasonably).
- 4.34 Except for visitors permitted under clause 4.30:
- 4.34.1 Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;
- 4.34.2 Where the Accommodation is a Studio, to use the Accommodation as a private residence and place of study only.
- 4.35 Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.
- 4.36 Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).
- 4.37 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building between 11.00pm and 8.00am, as this could be construed as anti-social behaviour and may result in termination of this tenancy agreement and/or enforcement action.
- 4.38 Not to use the Accommodation for any illegal, immoral, disorderly or anti-social purposes.
- 4.39 Not to do anything to, in or on the Accommodation or any Common Parts which may reasonably be considered a nuisance or annoyance to the Occupiers of neighbouring properties.
- 4.40 Not to cause any obstruction in any accessway serving the Building or the Accommodation or neighbouring accommodation.
- 4.41 Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building.
- 4.42 Not to possess, use, supply or deal in stolen goods, controlled drugs, psychoactive substances or "legal highs". Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and will result in termination of the tenancy (see clause 7).

- 4.43 Not to smoke (including vaping, using “e-cigarettes” or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking and vaping is permitted only in the grounds of the Building and only within designated areas (if any).
- 4.44 Not to light candles, joss-sticks, shisha pipes or any portable gas or oil burning fires, or use deep fat fryers or naked flames, in any part of the Building.
- 4.45 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required but will be entitled to have immediate access in the case of an emergency, where the Landlord has serious concerns for the welfare or safety of the tenant, their visitors or other occupants.
- 4.46 To notify the Landlord promptly if the Tenant becomes aware of a pest infestation in the Accommodation or in any of the Common Parts. If it is apparent that the Tenant has unreasonably delayed in reporting an infestation, and as a result of that delay the Landlord incurs higher costs than it would have incurred had the Tenant had reported the issue promptly, then the Landlord may claim the additional expense from the Tenant as damages for breach of contract (see clause 4.8) and replacement or repair of any furnishings damaged or contaminated by the infestation if that could have been prevented by prompt reporting of the problem.
- 4.47 Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.
- 4.48 At the end of the Term:
- 4.48.1 To clean the Accommodation;
- 4.48.2 To leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;
- 4.48.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original locations;
- 4.48.4 To hand back the Accommodation to the Landlord in a good re-lettable condition;
- 4.48.5 To return to the Landlord all Keys no later than by 10am on the last day of the tenancy;
- 4.48.6 If the Accommodation is in a Cluster Flat, jointly with other Occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure the Contents in the Common Parts are as described in the Inventory, in their original locations, and leave them in good re-lettable condition.
- 4.49 To comply with all applicable legislation to avoid the Tenant's actions or omissions becoming a danger, injury, nuisance or annoyance to others or a cause of loss or damage to others.
- 4.50 To comply with the instructions of the Landlord's staff and contractors at the Building where reasonably necessary to prevent danger, injury, nuisance, health risks, loss, damage or annoyance.
- 4.51 To take reasonable care of the Accommodation, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to):
- 4.51.1 taking reasonable steps to keep the Accommodation adequately ventilated and heated so as to prevent damage from condensation;
- 4.51.2 taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Accommodation, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
- 4.51.3 disposing of all rubbish in an appropriate manner and at the appropriate time.
- 4.52 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Accommodation or to any items listed on the inventory for which the Landlord is responsible.
- 4.53 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out in clause 4 or where the need for repair is attributable to the fault or negligence of the Tenant, or any of the Tenant's visitors.

- 4.54 The Tenant shall promptly replace and pay for any broken glass in windows at the Accommodation where the Tenant, or any of the Tenant's visitors cause the breakage.
- 4.55 The Tenant will be liable for the reasonable cost of replacing Keys to the Accommodation, should they be lost or rendered unusable by damage.
- 4.56 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Accommodation at reasonable times of day for the following purposes:
- 4.56.1 to carry out the Landlord's repairing obligations and other obligations under this agreement; and
 - 4.56.2 to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Accommodation and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.
- 4.57 To give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Accommodation in the event of an emergency on the Accommodation.
- 4.58 Except for fair wear and tear, the Tenant must return the Accommodation and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.
- 4.59 To be responsible for the reasonable cost of removal, storage and disposal of any possessions that are left in the Accommodation after the Tenancy has ended. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant of the same. If the items are not collected within one month of the ending of the tenancy then the Landlord will dispose of the items. If the Landlord disposes of any items by way of sale then the costs of removal, storage and disposal may be deducted from any sale proceeds.
- 4.60 To arrange for any insurance in relation to the Tenant's own belongings.
- 4.61 To give vacant possession and return all Keys to the Landlord at the end of the Tenancy.

5 LANDLORD'S OBLIGATIONS

- 5.1 To give the Tenant possession of the Accommodation at the start of the Tenancy.
- 5.2 To not interrupt or interfere with the Tenant's right to quiet enjoyment of the Accommodation.
- 5.3 To provide the "Services". If a Service is only necessary as a result of the Tenant's breach of the tenancy agreement, then the Landlord does not have to provide it until after the Tenant has paid any damages for which the Tenant is liable, unless the Landlord has a statutory duty to provide the Service sooner (in which case, the Landlord may still claim damages after the event).
- 5.4 The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction, a fire risk or a health or safety risk, or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building. If the Tenant makes a written request to the Landlord within 14 days of removal, then the Landlord will return to the Tenant the item (unless perishable) subject to the Tenant paying immediately to the Landlord any proper and reasonable costs of removal and storage incurred by the Landlord so long as no future obstruction will be caused.
- 5.5 In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:
- 5.5.1 keep in repair the structure and exterior of the Accommodation (including drains, external pipes, gutters and external windows);
 - 5.5.2 keep in repair and proper working order the installations in the Accommodation for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences,

but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);
and

5.5.3 keep in repair and proper working order the installations in the Accommodation for space heating and heating water.

- 5.6 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:
- 5.6.1 to repair anything which the Tenant is liable to repair by virtue of the Tenant's obligations under the terms of this tenancy (see clause 4);
 - 5.6.2 to rebuild or reinstate the Accommodation in the case of destruction or damage by an insured risk; or
 - 5.6.3 to keep in repair or maintain anything which the Tenant is entitled to remove from the Accommodation.
 - 5.6.4 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the Inventory (including the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if provided by the Landlord)), except where the damage or need for repair is as a result of the Tenant's failure to comply with the obligations in clause 4.
- 5.7 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and until the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant (or their visitor) caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.
- 5.8 To insure the Building and Accommodation against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
- 5.9 To provide the Tenant with a copy of the insurance policy at the reasonable request of the Tenant.
- 5.10 Where the Accommodation is uninhabitable because of damage caused to the Accommodation by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Accommodation is fit for occupation and use.

6 OTHER CONDITIONS

The Landlord's privacy policy applies to the Tenant's and the Guarantor's personal data processed in connection with this tenancy agreement.

- 6.1 The Tenant and the Guarantor acknowledge and agree that the Landlord and the Tenant's institution of study may process their personal data for the following purposes, which shall be the lawful basis of processing and legitimate objectives for the purposes of the General Data Protection Regulation:
- 6.1.1 in matters concerning the Tenant's welfare; and
 - 6.1.2 in matters concerning the Tenant's conduct in breach of the Tenant's obligations in this agreement.
- 6.2 The Landlord's liability for loss or damage to person or accommodation is excluded unless the loss or damage is caused by (respectively) the Landlord's negligence, breach of statutory duty or breach of obligation in this tenancy agreement (which includes the acts or omissions of (respectively) the Landlord's employees and agents).
- 6.3 The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that the Agreement confers any benefit to anyone who is not a party to it.

7 TERMINATION OF THIS TENANCY AGREEMENT BY THE LANDLORD

- 7.1 If the Landlord requires the Tenant to leave the Accommodation before the end of the Term, then the Landlord must give the Tenant notice in writing in accordance with either/and Section 8 of the Housing Act 1988.

- 7.2 The Landlord may terminate this tenancy agreement at any time before the first day of the Term if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Landlord within 3 Working Days of becoming aware that they will not be able to start or continue their course.
- 7.3 The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if all or any of the following circumstances exist:
- 7.3.1 the Tenant has not paid the first instalment of rent due
- 7.3.2 the Tenant has not paid the Booking Fee
- 7.3.3 the Tenant has not provided the Guarantor
- 7.4 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken occupation of Accommodation within 3 days of the start of the Term, but the Tenant will be liable for the Rent up to and including the date of termination.
- 7.5 The Landlord shall be entitled to terminate the tenancy (by serving notice of termination) and apply to court for possession of the Accommodation on any of the following grounds:
- 7.5.1 any payment is overdue by 21 calendar days or more; or
- 7.5.2 the Tenant is in serious or persistent breach of any of the Tenant's Obligations; or
- 7.5.3 the Tenant is not pursuing or intending to pursue a course of study at a University, Higher Education Corporation or Further Education College; or
- 7.5.4 in the Landlord's reasonable opinion the health or behaviour of the Tenant constitutes a serious risk to themselves or others or to the Landlord's or other people's accommodation; or
- 7.5.5 the Tenant gave false information when applying for a tenancy.
- 7.6 The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Term where it is reasonable to do so, but if the Tenant is asked to move through no fault of their own the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.7) as an alternative to relocating.
- 7.7 If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:
- 7.7.1 the Landlord shall be entitled to claim damages (compensation) if the reason for the transfer is because the Tenant is in breach of their obligations;
- 7.7.2 the Landlord shall be entitled to charge the Tenant an administration Fee of £50.00 for dealing with a transfer at the Tenant's request
- 7.7.3 the Tenant will surrender their tenancy of the Accommodation on the day that they leave it and on the same day will take a tenancy of the new accommodation for the remainder of the Term;
- 7.7.4 the tenancy of the new accommodation will be on the same terms as this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties) and any difference in the amount of the rent payable;
- 7.7.5 the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to more expensive accommodation, if the Tenant requests a move to accommodation that is more expensive.
- 7.8 If the Accommodation is not available or fit for occupation and use at the start of or during the Term the Landlord may provide either:
- 7.8.1 temporary alternative accommodation (if the problem is likely to be resolved in the short term); or
- 7.8.2 permanent alternative accommodation (if the problem is unlikely to be resolved within 4 weeks).

- 7.9 Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and of a similar standard to the Accommodation (or better) for a period of 4 weeks without alteration to the Rent. The Tenant may choose to decline the offer of a temporary alternative accommodation and instead terminate this tenancy agreement (without having to comply with the conditions in clause 7.7) If the Accommodation is still not available for occupation after 4 weeks of the Tenant being placed in temporary accommodation, then the Landlord will either:
- 7.9.1 offer the Tenant permanent alternative accommodation; or
 - 7.9.2 continue to provide temporary alternative accommodation provided that the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.7), if they do not wish to continue living in the temporary alternative accommodation for more than 4 weeks.
- 7.10 Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than 1 km further from their place of study than the Accommodation. The Tenant may choose to accept permanent alternative accommodation that does not meet these criteria (if offered) or terminate this tenancy agreement (without having to comply with the conditions in clause 7.7), but the Tenant must make their choice before moving into the permanent alternative accommodation.
- 7.11 If the Accommodation is not available or fit for occupation at the start of or during the Term and the Landlord (despite reasonable endeavours) is not able to provide alternative accommodation (as set out in clauses 7.8, 7.9, 7.10), the Tenant is entitled to a refund of all pre-payments they have made to the Landlord and shall have no further liability under this tenancy agreement.
- 7.12 If any of the grounds (reasons) as set out in Schedule 2 of the Housing Act 1988 are met then the Landlord is entitled to seek to repossess of the Accommodation during the fixed term by giving the Tenant notice under section 8 of the Housing Act 1988 and/or section 21 of the Housing Act 1988 of his intention to apply to court for possession and, subsequently, applying to the court for a possession order.
- 7.13 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Accommodation or by being sent to the Tenant at the Accommodation by first class post or via email address as long as it is sent to the address for the intended recipient given in this tenancy agreement or as subsequently notified to the sender in writing. Notices shall be taken to be received the day after being left at the Accommodation or the day after posting/ emailing.
- 7.14 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- 7.14.1 sent by first class post to the Landlord's address at [XXXXX];
 - 7.14.2 left at the Landlord's address at [XXXX]; or
 - 7.14.3 sent to the Landlord's email address XXXXX

8. TERMINATION OF THIS TENANCY AGREEMENT BY THE TENANT

8.1 The Tenant may terminate this tenancy agreement only in accordance with Acis Students' Cancellation Policy which is fully incorporated into this tenancy agreement and is available at www.acisstudents.co.uk

8.2 Declaration

Please fill in the details below and send back to the email address stated on your offer of accommodation. By signing, you are agreeing to the terms and conditions set out in this tenancy agreement.

Full name

Signature (Landlord)

Date

Full name

Signature (Tenant)

Date