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Common Law Tenancy Agreement

Academic year Sept 2027/28

Please read this document and sign to accept your offer of accommodation.

THE PARTIES

- **Acis Group Limited** trading as **Acis Students** incorporated in England and Wales with company registration number 03593345 whose registered address is at Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG ("**We"** and **Our** and **Us** have corresponding meanings).

- <SD:FullName> ("**You"** and **Your** and **Yourself** have corresponding meanings). <SD:HomeAddress>

1. Definitions and Interpretation

1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause.

"Accommodation"	<SA:RoomName>, <SA:BlockName>, <SA:AreaName>, <SA:RoomPostCode> being a <SA:BedroomType> being either a Studio or a room for single occupancy in a Flat in a Building or such other Accommodation We allocate to you. This allocation may be subject to amendment in the event of safety, emergency or an irreparable breakdown in Flat relationships.
"Building"	The student housing development containing the Accommodation.
"Flat"	A flat or a house in the Building shared by several Occupiers.
"Commencement Date"	<SA:LicenceStart> or any other date agreed between You and Us by completing the form in Schedule 1 of this agreement.
"Contents"	Fixtures, fittings, furniture, furnishings, equipment, Keys and other items provided by Us for Your use. Contents in Shared Areas are for the shared use of Occupiers entitled to use those Shared areas. Contents may be set out in the Inventory.
"Inventory"	The inventory provided by Us to You setting out the condition of the Accommodation, Flat, Building and Contents at the start of the Term.
"Key/Keys"	All keys, fobs, entry cards and passes so You can gain entry to the Building, Flat and Accommodation.
"Occupier/Occupiers"	Any tenant/s of a Building or a Flat.
"Regulations"	means any rules, regulations, policies and codes of conduct that We made available to You during the application process for the Accommodation. "Regulations" may also mean regulations that We make to deal with an emergency, if We inform You about them during the Term. These may include reasonable instructions on fire safety, health and safety,

security, contagious disease or any other subject relating to the management of the Building, and they will be part of this agreement.

"Rent"	The sum set out in Appendix 1 being the rent payable for the Accommodation.
"Rent Dates"	The dates upon which the instalments of Rent are payable, according to the payment plan chosen by You as set out in Appendix 1.
"Shared Areas"	Those parts of the Building or a Flat that are designated for the shared use of the Occupiers of that Building or Flat (for example kitchens, common rooms, laundry rooms, bin and cycle stores, corridors, staircases, landings and outdoor areas.
"Studio"	A self-contained studio apartment in the Building.
"Term"	The period beginning on the Commencement date and ending on the Termination Date.
"Termination Date"	<SA:LicenceEnd> or any other date agreed between You and Us by completing the form in Schedule 2 to this agreement.
"Working Day"	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Where this 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.

1.3 It will be reasonable for Us to refuse any consent requested if We need permission from a third party and are 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 You under this agreement to do or not to do anything shall also require the You 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 agreement in relation to You are obligations and liability that are joint and several with the Guarantor.

1.7 If a court decides that any part of this agreement is unenforceable, that part will be deleted, but the rest of this agreement will remain in force.

2 Grant of Common Law Tenancy

2.1 We agree to grant you a tenancy of the Accommodation for the Term. We agree to comply with Our obligations in clause 4 of this agreement and You agree to comply with Your obligations in clause 3.

2.2 This agreement is personal to You. You are not entitled to transfer this agreement to anyone else or allow someone else to live in the Accommodation.

2.3 The Accommodation includes the following:

2.3.1 the right to use the Contents in the Accommodation for their intended purpose;

2.3.2 the right jointly with the Occupiers to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;

2.3.3 heating, lighting, water and power supply to the Shared Areas;

2.3.4 heating, lighting, water and power supply to the Accommodation;

2.3.5 insurance of the Building and it's Contents;

2.3.6 insurance of Your personal belongings excluding accidental damage up to a maximum value as stated in the policy terms of Our block insurance policy with Provider: https://studentlinks.howdengroup.com/rOJ4/acisstudents

2.3.7 reasonable cleaning of the Shared Areas outside Flats;

2.3.8 rubbish disposal from the designated bin store areas at the Building.

2.3.9 Wifi connection within the Accommodation and the Shared Areas of the Flat and You agree We will not be liable for any interruption in service, deterioration in speed or loss of connectivity that is beyond Our reasonable control including faults by the service provider.

2.4 The Accommodation does not include the following:

2.4.1 council tax (see clause 3.7);

2.4.2 payment for use of the laundry;

2.4.3 licence for television (unless We provide the television set).

2.4.4 refuse removal from the Accommodation, from Flats or from any Shared Areas other than the designated bin stores;

2.4.5 charges for excessive consumption of heating, lighting, water and power supply (as compared with the amount typically used in comparable accommodation.

3 Your Obligations

3.1 You will pay the Rent in advance on the Rent Dates.

3.2 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 Your responsibility to check that You will have the money to pay each instalment when it falls due.

3.3 If any Rent remains unpaid 14 days after the Rent Dates, then You will be liable to pay to Us 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 Rent Dates for which any Rent remains unpaid.

3.4 You will pay to the supplier all charges (except for the internet access provided by Us) for telephone, telecommunications and satellite or cable television services to

3.4.1 the Accommodation, including calls, line rental, connection and disconnection that are procured by You.

3.4.2 the Flat jointly and severally with all other Occupiers of the Flat, all charges for such services to the Shared Areas in the Flat and to indemnify Us for all or any costs We might incur as a result of You or the Occupiers not paying.

3.5 A reasonable amount of heating, lighting, electricity, water and internet is included in the Rent but if usage is excessive, You must pay Us a utility supplement. If We claim a utility supplement, We will give You written evidence of average usage, actual usage, and the unit price that We are charged by the supplier.

3.6 You will 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 Us for all charges, fines or costs in relation to the same. Where a television licence is required for the Shared Areas within the Flat, then You agree to contribute a fair proportion (based on the number of viewers) towards the television licence for the Flat. If We have to pay a TV licence fee because You or the Occupiers of the Flat have failed to obtain a TV licence when required, then You will reimburse Us for the full cost of the licence (or a fair proportion of the licence for a Flat) and pay as damages any associated fines or penalties incurred by Us.

3.7 Students living in the Building will normally be exempt from paying council tax. If any council tax is payable for the Accommodation, it will be Your responsibility to pay it. If We have to pay council tax for the Accommodation on Your behalf, You must repay Us within 7 days of Us asking You for the money. If We ask You to produce a valid council tax exemption certificate, You must show it to Us within 7 days of Us asking to see it.

3.8 You will pay Us damages (compensation) for breach of this agreement if You do not comply with Your obligations. Damages are payable within 14 days of Our invoice for them (unless stated otherwise). Damages is the amount of money that it would take to put Us back in the same financial position as We would have been in if You had complied with Your obligations in this agreement. If claiming damages, We must act honestly and reasonably. We must take reasonable steps to minimise Our losses, but We do not have to find the cheapest possible goods or services. We can claim damages for (among other things):-

3.8.1 returning the Accommodation and Contents to the condition they were in at the Start of the Term if You do not care for them as required by this agreement including a reasonable amount for arranging for contractors to carry out work, as well as the contractor's charges);

3.8.2 a fair proportion of the reasonable costs that We incur for reinstating the Shared Areas and their Contents to the condition they were in at the start of the Term if the Occupiers entitled to use them do not care for them as required by these terms and conditions and We cannot (after making a reasonable attempt) identify the culprit(s) - or the whole of such costs if the culprit is You;

3.8.3 making good any other loss or damage arising from Your breach of Your Obligations in this agreement;

3.8.4 the reasonable administrative costs of arranging rectification or reinstatement;

3.8.5 the cost of taking legal advice in relation to the breach, where reasonably necessary;

3.8.6 the reasonable costs We incur in preparing for and/or taking enforcement action against You if You fail to meet Your obligations, including the late or non-payment of Rent and failure to vacate the Accommodation once You are no longer entitled to occupy it

3.8.7 the reasonable costs We incur in defending or settling any claim brought by a third party as a result of Your actions or negligence and any compensation reasonably paid or ordered to be paid as a result (this includes any charges made by emergency services as a result of false alarms);

3.8.8 a fair proportion of the reasonable costs We incur in defending or settling any claim brought by a third party and any compensation reasonably paid or ordered to be paid to a claimant if the claim relates to a breach of these terms and conditions or users' negligence in the Shared Areas and We cannot (after making a reasonable attempt) identify the culprit(s) - or the whole of such costs if the culprit is You;

3.8.9 compensation for damage or losses that We sustain or expenses We reasonably incur as a result of any act or neglect by Your invited visitors;

3.8.10 the cost of supplying electricity gas water and/or internet services over and above the amount typically used in comparable accommodation;

3.8.11 losses that We suffer or expenses We incur because You did not pay Your Rent on time;

3.8.12 If You do not leave the Accommodation by the last day of the Term and as a result We have to house the new student somewhere else, We will claim the costs of the substituted accommodation from You.

3.9 You will notify us in writing within 7 days of the Commencement of the Tenancy of any comments or amendments to the Inventory otherwise You will be taken as accepting the Inventory as a full and accurate record.

3.10 You will keep the Accommodation and Contents in a clean and tidy condition and use them carefully and not damage or dismantle them.

3.11 You will jointly keep with other Occupiers entitled to use them the Shared Areas and their Contents in a clean and tidy condition and use them carefully and not damage or dismantle them.

3.12 Except for notices, posters and/or pictures on the notice boards in the Accommodation or Flat, You will not affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to any part of the Building.

3.13 You will not remove any of the Contents from the Accommodation or the Shared Areas to which they are allocated and at the end of the Term will leave the Contents in the same position as they were in at the start of the Term.

3.14 You will not remove, dismantle or detach anything which is attached to any part of the Building.

3.15 You will not decorate or in any other way change or attempt to repair any part of the Building or the Contents.

3.16 You will not do anything which may cause damage to the electrical installation or equipment in any part of the Building.

3.17 You will not 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 Flat, this is a joint obligation with other Occupiers of the Flat.

3.18 To permit Us to carry out inspections of the Accommodation in order to ensure that You are complying with Your obligations contained within this agreement. We will usually give 24 hours' notice before entering the Accommodation unless in the case of an emergency or urgent situation in which case a shorter period of notice or no notice may be given. If during that visit there is evidence of serious non-compliance, then the We may serve a notice on You (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 We may have

the work carried out and claim the cost (or a fair proportion of the cost where the work concerned is the responsibility of several Occupiers) from You as damages for breach of contract (see clause 3.8).

3.19 You will promptly after becoming aware of it, report to Us any damage to the Accommodation, Contents, or the Shared Areas.

3.20 You will not bring any large electrical appliances or room heating into the Building without Our prior written consent.

3.21 You will not obstruct Shared Areas 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 Building at risk. You will not tamper with or otherwise interfere with any fire alarms, smoke detectors or fire-fighting equipment, and will use them only where there is good cause to do so. Any such tampering or interference may be a criminal offence and We will report such matters to the relevant authorities.

3.22 You will not 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 intended for use as weapons. This prohibition includes bladed articles and ceremonial weapons, except where We have granted written permission under an Acis Students Religious Article Exemption Authorisation. Any exemption will be subject to compliance with the conditions of that authorisation. Breach of this clause or of any exemption conditions will be treated as a serious breach of this tenancy agreement and may lead to termination.

3.23 You will not make any duplicate Keys or change any locks of the Building, the Flat or the Accommodation.

3.24 If You choose 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 6 or clause 7 of this agreement. Returning the Keys to Us will not in itself be sufficient to end the tenancy.

3.25 If You lose a Key during the Term, or You do not return all Keys to Us at the end of the tenancy, then We can charge You 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 You 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.

3.26 You will not allow anyone else to live at the Accommodation or Flat. If You do not comply with this clause, We may terminate this tenancy agreement in accordance with clause 6 and take steps to evict You and/or any person who has been staying at the Accommodation or Flat unlawfully or in breach of this agreement.

3.27 You will not invite visitors inside the Building at any time when to do so would be unlawful. All clauses in this agreement relating to visitors are subject to this clause, and to clauses 3.28, 3.29 and 3.30.

3.28 You will not have any more than 3 visitors in the Accommodation at any one time. Any visitors who stay overnight must be at least 16 years of age. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 4 nights in a continuous 7 day period.

3.29 You will not sleep in or allow any visitors to sleep in the Shared Areas or in any other part of the Building that is not specifically designed for sleeping.

3.30 You will be responsible for all Your visitors to the Building and will reimburse Us for any damage or loss which Your visitors cause at the Building.

3.31 You will not leave the Accommodation unoccupied for more than 28 days without Our consent (which We will not unreasonably withhold). If you are away from the Accommodation for more than 14 days you agree to comply with the Legionella flushing protocol which is on Acis Students website.

3.32 Except for visitors permitted under clause 3.28:

3.32.1 Where the Accommodation is in a Flat, You will use the Accommodation only as a study bedroom for single residential occupancy;

3.32.2 Where the Accommodation is a Studio, You will use the Accommodation as a private residence and place of study only.

3.33 You will not 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.

3.34 You will not cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to Occupiers or lawful visitors. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 6).

3.35 You will not make any noise which is audible from outside the Accommodation and not make any excessive or unreasonable noise in the Shared Areas or outside the Building between 11.00pm and 8.00am.

3.36 You will not use the Accommodation for any illegal, disorderly or anti-social purposes.

3.37 You will not do anything to, in or on the Accommodation or any Shared Areas which may reasonably be considered a nuisance or annoyance to the Occupiers of neighbouring properties.

3.38 You will not leave litter or rubbish in any of the Shared Areas (other than inside the bins in the bin stores) or any areas neighbouring the Building.

3.39 You will not possess, use, supply or deal in stolen goods, non prescription 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 will result in termination of the tenancy (see clause 7).

3.40 You will not 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).

3.41 You will not 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.

3.42 You will allow Us, and any workers acting on Our behalf, access to the Accommodation (and, where applicable, the Flat) at all reasonable times during the day for the purposes of viewings, inspections, maintenance and repairs. We will normally give at least 24 hours' notice if access to the Accommodation is required but We will be entitled to have immediate access with less than 24 hours or no notice in the case of an emergency.

3.43 You will notify Us promptly if You become aware of a pest infestation in the Accommodation or in any of the Shared Areas. If it is apparent that You have unreasonably delayed reporting an infestation and as a result of that delay We incur higher costs than We would have incurred had You reported the issue promptly, then We may claim the additional expense from You as damages for breach of contract (see clause 3.8) 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.

3.44 You will not run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.

3.45 At the end of the Term You will:

3.45.1 leave the Accommodation and Contents clean;

3.45.2 leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;

3.45.3 make sure all Contents in the Accommodation are in the condition as described in the Inventory save for fair wear and tear and left in their original locations;

3.45.4 hand back the Accommodation to Us in a good re-lettable condition;

3.45.5 return to Us all Keys no later than 10am on the last day of the Term;

3.45.6 if the Accommodation is in a Flat, jointly with other Occupiers clean the Shared Areas of the Flat, clear them of all personal belongings and rubbish, make sure the Contents in the Shared Areas are as described in the Inventory, in their original locations, and leave them in good re-lettable condition.

3.46 You will comply with all applicable legislation to avoid Your actions or omissions becoming a danger, injury, nuisance or annoyance to others or a cause of loss or damage to others.

3.47 You will comply with the instructions of Our staff and contractors at the Building where reasonably necessary to prevent danger, injury, nuisance, health risks, loss, damage or annoyance.

3.48 You will take reasonable care of the Accommodation, any items listed in the inventory and the Shared Areas (if any). This includes (but is not limited to):

3.48.1 taking reasonable steps to keep the Accommodation and Shared Areas adequately ventilated and heated so as to prevent damage from condensation;
3.48.2 taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Accommodation and Shared Areas, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
3.48.3 disposing of all rubbish in an appropriate manner and at the appropriate time.

3.49 You notify Us as soon as reasonably possible about any repairs that are needed to the Accommodation, the Shared Areas or Contents for which We are responsible.

3.50 You shall promptly replace and pay for any broken glass in windows at the Building where You, or any of Your visitors cause the breakage.

3.51 You will 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. We 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 You of the same. If the items are not collected within one month of the end of the Term, then We will dispose of the items. If We dispose of any items by way of sale, then the costs of removal, storage and disposal may be deducted from any sale proceeds.

3.52 You must provide Us with contact details of a relative or other suitable person whom We can contact in an emergency. You must notify Us if their contact details change during the Tenancy Period. We are not liable for any damage, loss, illness or injury which You suffer as a result of Us being unable to contact the nominated person or if You have not nominated a point of contact.

3.53 You will comply with the Regulations.

3.54 You will not sublet the Accommodation.

3.55 You confirm that throughout the Term You will be enrolled on and actively pursuing a course of study at a recognised educational institution

4 Our Obligations

4.1 We will give the You possession of the Accommodation on the Commencement Date.

4.2 We will not interrupt or interfere with Your right to quiet enjoyment of the Accommodation and use of the Shared Areas.

4.3 We will remove from the Accommodation or the Shared Areas any article which constitutes an obstruction, a fire risk or a health or safety risk, or which (Our reasonable opinion) is likely to cause damage to the Building. If You make a written request to Us within 7 days of removal, then We will return to You the item (unless perishable) subject to the You paying immediately to Us any proper and reasonable costs of removal and storage incurred by Us.

4.4 We will:

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

4.4.2 keep in repair and proper working order the installations in the Building 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

4.4.3 keep in repair and proper working order the installations in the Building for space heating and heating water;

4.4.4 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 Us)), except where the damage or need for repair is as a result of Your failure to comply with the obligations in clause 3;

4.4.5 We will keep the Shared Areas of the Building outside Flats and their Contents clean;

4.4.6 We will arrange for the rubbish that has been placed in the designated areas of the Building to be collected from the Building and disposed of;

4.4.7 We shall not be liable for loss of or interruption to any services to the Building, as long as We make reasonable attempts to restore the supply;

4.4.8 We shall not be liable for damage or breakage affecting the Building or Contents, as long as We make reasonable attempts to repair or replace it and are not prevented from repairing or replacing it due to reasons beyond Our control;

4.4.9 We shall not be liable to carry out any repair or replacement of the Building or Contents until We become aware that the repair or replacement is needed.

4.5 We are not required:

4.5.1 to repair anything which You are liable to repair by virtue of Your obligations under the terms of this agreement (see clause 3);

4.5.2 to rebuild or reinstate the Building in the case of destruction or damage by an insured risk; or

4.5.3 to keep in repair or maintain anything which You are entitled to remove from the Accommodation.

4.6 We are not liable to repair any damage caused by You (or Your visitors) unless and until the cost is met by insurance or by You (any excess on the policy being payable by You) or unless and until We have a statutory obligation to do so. If We have a statutory obligation to repair, We may nevertheless claim the cost of doing so from You where it was You who caused the need for repair. If We (acting reasonably and after proper investigation) are persuaded that You (or Your visitors) caused damage deliberately or recklessly, We may claim the cost of repair from You instead of claiming against insurance.

4.7 We will insure the Building against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

4.8 We will provide You with a copy of the insurance policy within 14 days of Your request.

4.9 Where the Accommodation is uninhabitable because of damage caused to the Accommodation by an insured risk then, unless the damage was caused by Your negligence or failure to comply with Your obligations under this agreement, You shall not be required to pay Rent until the Accommodation is fit for occupation and use.

5 Other Conditions

5.1 We may only process your personal data in accordance with Our Privacy Policy which is available to view at https://www.acisgroup.co.uk/privacy-policy/ .

5.2 You acknowledge and agree that We and Your institution of study may process Your 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:

5.2.1 in matters concerning Your welfare; and

5.2.2 in matters concerning Your conduct in breach of Your obligations in this agreement.

5.3 Our liability for loss or damage to You, any visitor, any belongings or accommodation is excluded unless the loss or damage is caused by Our negligence, breach of statutory duty or breach of obligation in this agreement which includes the acts or omissions of Our employees and agents.

5.4 The parties to this agreement are the You and Us. It is not intended that the agreement confers any benefit to anyone who is not a party to it.

5.5 If We believe You are in breach of Your obligations, We aim to let You know as soon as practicable, and in most cases We will give You a reasonable chance to put things right.

5.6 If We delay in taking enforcement or disciplinary action against You, or offer You a compromise, We can choose to enforce the agreement later if things are not resolved satisfactorily.

5.7 The Contract will be governed by the laws of England. The English courts shall have exclusive jurisdiction as regards any litigation relating to this agreement.

5.8 Disputes may be settled by negotiation or mediation as an alternative to court proceedings.

5.9 The rights and remedies provided in this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

5.10 It is acknowledged and agreed that this agreement does not create an assured periodic tenancy under the Housing Act 1988.

6 Termination of this Agreement by Us

6.1 We may terminate this tenancy agreement at any time before the Commencement Date if You are not able to start or continue Your course of study at Your chosen university or college.

6.2 Unless You have made arrangements with Us for late arrival We shall be entitled to terminate this agreement on 24 hours notice to You, if You have not taken occupation of the Accommodation within 3 days of the start of the Term, but You will be liable for the Rent until the Accommodation is relet of the Termination Date whichever occurs first.

6.3 If:

6.3.1 any Rent or other payment payable under this agreement is overdue by 21 calendar days or more; or

6.3.2 You are in serious or persistent breach of any of Your obligations in this agreement; or

6.3.3 You are not or no longer pursuing or intending to pursue a course of study at a University, Higher Education Corporation or Further Education College; or

6.3.4 in Our reasonable opinion Your health or behaviour constitutes a serious risk to You or to others, or to another persons property or accommodation;

6.3.5 You gave false information when applying for a tenancy;

6.3.6 there is a breach of any obligations in this agreement

we will seek a court order tore-enter the Accommodation and the tenancy granted by this agreement shall absolutely determine but without prejudice to the other rights and remedies We have. We will not physically retake possession of the Accommodation without first giving You 28 days written notice and if necessary obtaining a court order.

6.4 We may terminate this agreement if (in Our reasonable opinion) the Accommodation becomes unfit for habitation for reasons beyond Our reasonable control and, in spite of trying, We are unable to provide You with suitable alternative accommodation (see clause 8.9).

6.5 If We terminate this agreement early under 6.2 or 6.3 We will not refund any pre-paid Rent if it means We will be worse off. We will refund pre-paid Rent that relates to a part of the Term during which the Accommodation was let to someone else, because in that case there will be no loss to Us.

6.6 If We terminate this agreement early under clause 6.4, We will refund pre-paid Rent that relates to the period after the Accommodation became unfit for habitation or a fair proportion of it if You did not vacate until later.

6.7 Before We refund any Rent, all outstanding claims against You for damages or other money payable by You under this agreement must have been settled.

6.8 The conditions which apply to You being released early from this agreement, as set out in clause 7, and the "No Refunds" policy in clause 6.5 shall not apply if You are able to show that the reason for termination is a serious or persistent breach of Our obligations in this agreement.

7 Termination of this Agreement by You

7.1 You may terminate this agreement in the event You

7.1.1 withdraw from Your course of study by giving us 4 weeks' written notice;

7.1.2 have been excluded from Your course of study by Your educational institution by giving us 4 weeks' written notice;

7.1.3 have been refused admission to Your course of study by Your educational establishment for failing to meet the entry requirement by giving us written as soon as reasonably practicable of You being informed of the refusal;

7.1.4 have been absent from Your course of study for more than 60 days due to illness and your educational institution has agreed to suspend Your studies;

7.1.5 are not able to secure a Visa for your course of study by giving us written notice as soon as reasonably practicable of You being informed of the refusal.

7.2 The written notice given under clause 7.1.1, 7.1.2 or 7.1.4 will only be valid if it confirms Your intended date of departure and must be supported by written evidence from Your educational institution confirming Your withdrawal, exclusion or suspension of studies.

7.3 The written notice given under clause 7.1.3 and 7.1.5 must be supported by written evidence from Your educational institution confirming Your refusal of admission or the Home Office confirming your Visa refusal.

7.4 In the event of Your death before or during the Term this agreement will terminate with effect from the date of Your death and We will refund any Rent paid for any period after Your death to your next of kin.

8 Relocations

8.1 You may request a transfer at any time during the Term, but We have no obligation to agree to Your request. Room transfers are always subject to the availability of suitable rooms. You may not be eligible for a transfer if You have not complied with Your obligations in this agreement.

8.2 We reserve the right to relocate You to comparable alternative accommodation during the Term where it is reasonable to do so, but if You are asked to move through no fault of Your own You will have the right to terminate this agreement (without having to comply with the conditions in clause 7 as an alternative to relocating.

8.3 We may ask You to move to alternative accommodation if You have or are likely to have a contagious disease if We believe that is reasonably necessary for the protection of Occupiers and/or Our staff.

8.4 You must not swap rooms with any Occupier or move into a different room without first obtaining Our written consent. You must comply with any conditions attached to Our consent.

8.5 If We relocate You at Your request or because You are in breach of any of your obligations in this agreement:

8.5.1 We shall be entitled to claim damages (compensation) if the reason for the transfer is because You are in breach of Your obligations in this agreement;

8.5.2 We shall be entitled to charge You an administration Fee of £50.00 for dealing with a transfer at Your request

8.5.3 You will surrender Your tenancy of the Accommodation on the day that You leave it and on the same day will take a tenancy of the new accommodation for the remainder of the Term;

8.5.4 the tenancy of the new accommodation will be on the same terms as this 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;

8.5.5 You and Your guarantor will be liable to pay the higher rent, from the date You are given access to more expensive accommodation, if You requests a move to accommodation that is more expensive.

8.6 If the Accommodation is not available or fit for occupation and use at the start of or during the Term the We may provide either:

8.6.1 temporary alternative accommodation (if the problem is likely to be resolved within 28 days); or

8.6.2 permanent alternative accommodation (if the problem is unlikely to be resolved within 28 days).

8.7 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 28 days without alteration to the Rent. You 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). If the Accommodation is still not available for occupation after 28 days of You placed in temporary accommodation, then the We will either:

8.7.1 offer You permanent alternative accommodation; or

8.7.2 continue to provide temporary alternative accommodation provided, save that You shall have the right to terminate this agreement (without having to comply with the conditions in clause 7), if You do not wish to continue living in the temporary alternative accommodation for more than 28 days.

8.8 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. You shall 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. You 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), but You must make their choice before moving into the permanent alternative accommodation.

8.9 If the Accommodation is not available or fit for occupation at the Commencement Date or during the Term and We (despite reasonable endeavours) are not able to provide alternative accommodation You are entitled to a refund of all pre-payments you have made to Us and We shall have no further liability under this agreement.

9. Notices

9.1 We agree any notice or document You send to Us under or in connection with this agreement shall be deemed to have been properly served if:

9.1.1 delivered by hand to Reception <SD:PropertyAddress> ; or

9.1.2 sent to Our email address sam@acisstudents.co.uk

9.2 You agree any notice or document We send to You under or in connection with this agreement shall be deemed to have been properly served if:

9.2.1 delivered by hand to the Accommodation; or

9.2.2 sent to Your email address given to Us during the application process for the Accommodation.

9.3 Notices delivered by hand will be deemed to have been served the day after delivery.

9.4 Notices sent by email will be deemed to have been served when sent.

Signatures

Please complete the section 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 agreement.

Full name: Elaine Ward

Signature: (For and on behalf of the Landlord)

Date: <SD:Today>

Full name ……..

Signature …….. (Tenant)

Date ……..

Schedule 1

THE PARTIES

- **Acis Group Limited** trading as **Acis Students** incorporated in England and Wales with company registration number 03593345 whose registered address is at Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG
- <SD:FullName>
  <SD:HomeAddress>

The Parties have entered into a common law tenancy agreement dated { date } and they now agree to vary the Commencement Date as defined in the agreement from { current date } to {new date}. All other terms of the tenancy agreement remain unaffected.

Dated

Signed

For and on behalf of the Landlord

Signed

Tenant

Schedule 2

THE PARTIES

- **Acis Group Limited** trading as **Acis Students** incorporated in England and Wales with company registration number 03593345 whose registered address is at Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG

- <SD:FullName>
  <SD:HomeAddress>

The Parties have entered into a common law tenancy agreement dated { date } and they now agree to vary the Termination Date as defined in the agreement from { current date } to {new date}. All other terms of the tenancy agreement remain unaffected.

Dated

Signed

For and on behalf of the Landlord

Signed

Tenant

Appendix 1

Rent for the period of occupation £

Payable by instalments of

£ on (date)

£ on (date)

£ on (date)