

# HOST STUDENT HOUSING MANAGEMENT LIMITED

## HOST STUDENT HOUSING MANAGEMENT (UK) LIMITED

### STANDARD TERMS AND CONDITIONS OF RESIDENCE

For use in studios or rooms in cluster flats

#### 1 Introduction

- 1.1 These terms and conditions apply to tenancy agreements for student accommodation in buildings managed by the Agent.
- 1.2 Details specific to an Applicant are as input or selected by that Applicant during the Booking Process.
- 1.3 When an Applicant completes the Booking Process, a Confirmation will be generated. At that point, a legally binding contract for a tenancy, incorporating these terms and conditions, is formed between the Landlord and the Applicant.

#### 2 Definitions and interpretation

- 2.1 In these terms and conditions the following words and expressions shall have the meanings given to them in this clause:

Agent	means Host Student Housing Management Limited (company number 07970795) or Host Student Housing Management (UK) Limited (company number 07970798) whose registered office is at 9 Bonhill Street, London, EC2A 4DJ, which operates under the trading name or style of "Host".
Applicant	a person pursuing or intending to pursue a course of study at a university or higher education institution or further education college who applies to the Agent for residential accommodation
Booking Process	the Agent's on-line booking process for student accommodation at <a href="http://www.host-students.com">www.host-students.com</a> or a paper-based equivalent
Building	means the building or complex selected by the Applicant during the Booking Process and includes any external areas at that location that are owned by the Landlord and managed by the Agent.
Confirmation	means confirmation (in the form of a written summary of the core terms of the tenancy agreement) that the Tenant has completed the Booking Process.
Contents	means items that the Landlord provides for use by people living in the Building.
Damages	means the sum of money payable by a person who is in breach of their obligations in a contract to a person who incurs loss or suffers expense as a result of that breach. Damages are assessed as the amount of money it would take to return the person suffering loss (or incurring expense) to the position they would have been in if the contract had been properly performed, assuming the claimant has acted fairly and reasonably.
Flat	means a flat at the Building consisting of several study-bedrooms, each for the exclusive use of the authorised occupier(s), and Shared Areas for the exclusive use of the occupiers of the study-bedrooms in that flat.

Guarantor	means a person or organisation reasonably acceptable to the Landlord who has agreed to guarantee the Tenant's obligations in the tenancy agreement.
Inventory	means the description of the Room, the Flat (where applicable) and Contents which is provided to the Tenant at the start of their tenancy.
Key	means a key or other security device giving access to the Building, Flat or Room.
Landlord	means the person or organisation who for the time being is entitled to possession of the Room when the tenancy ends.
Payment Date(s)	means the due date(s) for payment of the Rent, as shown in the Confirmation.
Property Manager	means the Agent's on-site manager at the Building.
Rent	means the rent applicable to the Room according to the choices selected by the Applicant during the Booking Process.
Room	means a study-bedroom or studio (according to the Applicant's selections during the Booking Process) at the Building, allocated to the Tenant by the Agent for the Tenant to use during the Tenancy Period.
Shared Areas	means parts of the Building or a Flat that are for the shared use of people living in the Building or in that Flat.
Tenancy Period	means the term for which the Room is let to the Tenant as set out in the Confirmation.
Tenant	an Applicant who has entered into a tenancy agreement using the Booking Process.

- 2.2 A reference to a "tenancy" includes a reference to a licence. Other words and expressions associated with tenancies include the equivalent expressions applicable to licences.
- 2.3 If the Room has two beds, each occupier will have a separate contract with the Landlord. (This type of room is also known as a twin room or "twodio".)
- 2.4 If the Room has one double bed (and no second bed) and is stated in the Agent's pre-booking information as being for double occupancy (a "double room"), then the Room may be shared with a named "permitted occupier", authorised by the Agent. The Tenant will be liable to pay Rent at the applicable rate for double occupancy if the Tenant shares a double room. The Tenant will also be liable for the actions or neglect of their permitted occupier.
- 2.5 If the Applicant does not select accommodation that is stated during the Booking Process as being for double occupancy, only the Tenant is allowed to live in the Room. If the Applicant has selected double occupancy during the Booking Process but there is no authorised co-occupier, only the Tenant is allowed to live in the Room.
- 2.6 If these terms and conditions require the Agent's consent, authority, permission or similar, the Agent will confirm its decision to the Tenant in writing (which includes electronic written communications).
- 2.7 A reference to any gender includes all other genders.
- 2.8 Words in the singular include the plural, and words in the plural include the singular, where common sense and the context suggest they should.

- 2.9 An obligation not to do any act or thing includes an obligation to do what is reasonable to prevent or stop such an act or thing being done by any other person.
- 2.10 Where examples are given in a clause, those examples do not restrict the interpretation of the clause or limit its meaning.
- 2.11 The Agent is not a party to the tenancy agreement, but:
- 2.11.1 the Landlord has authorised the Agent to act as the Landlord's agent for all purposes in connection with the operation of the Building and this tenancy agreement;
  - 2.11.2 notices (including notices in legal proceedings) may be served on the Landlord by giving or sending them to the Property Manager at the Building or at such other address as the Landlord or Agent may subsequently notify to the Tenant and the Guarantor; and
  - 2.11.3 the Agent may as authorised by the Landlord carry out the Landlord's obligations, and exercise the Landlord's rights, on the Landlord's behalf.
- 2.12 If any term condition or provision contained in the tenancy agreement shall be held to be invalid unlawful or unenforceable to any extent, such term condition or provision shall not affect the validity legality or enforceability of the remaining parts of the tenancy agreement.
- 2.13 These terms and conditions shall apply to any Room at the Building which the Tenant occupies from time to time, and to any alternative accommodation provided by or on behalf of the Landlord to the Tenant under clause 17 if the Room is not fit for habitation due to the occurrence of an insured risk.

### **3 Agreement for a tenancy**

- 3.1 When an Applicant completes the Booking Process and the Confirmation is generated, the Landlord agrees to let and the Applicant agrees to take a tenancy of the Room for the Tenancy Period at the Rent.
- 3.2 The Booking Process is completed when the Applicant has:
- 3.2.1 Selected from all the criteria offered in the Booking Process (Building, Room-type, Tenancy Period and Rent); and
  - 3.2.2 Agreed to these terms and conditions; and either
    - 3.2.2.1 Paid the applicable amount of advance Rent stipulated during the Booking Process and procured a guarantee agreement signed by a Guarantor; or
    - 3.2.2.2 Paid the Rent due for the Tenancy Period in full.
- 3.3 The tenancy agreement is conditional on the Tenant providing to the Agent such personal identity documentation as the Agent may reasonably request. The Agent may refuse to issue Keys to the Tenant until after the Tenant has provided evidence of identity, reasonably acceptable to the Agent.
- 3.4 The tenancy will be on these terms and conditions and the terms selected by the Applicant during the Booking Process, as shown on the Confirmation.
- 3.5 The tenancy agreement is for accommodation at the Building of the type selected by the Applicant during the Booking Process. The Agent will notify the Tenant before the start of the

Tenancy Period of the Room number and (if applicable) the Flat number where the tenant will begin their tenancy. The accommodation may be substituted by an alternative from time to time, as permitted by these terms and conditions (see clauses 15 to 18).

- 3.6 If the Room has two beds, each occupier will have a non-exclusive licence to occupy the Room. In all other cases, the tenancy will be an assured shorthold tenancy.
- 3.7 If an Applicant arrives at the Building without having first completed the Booking Process, the Property Manager has the discretion to allow the Applicant to occupy a room under licence until the next working day as a temporary measure. The Landlord will not grant the Applicant a tenancy or permit the Applicant to begin residential occupation or have a Key until the Applicant has completed the Booking Process. The Property Manager may charge a fee for an emergency stay, but that fee will be deducted from the Rent if and when the Applicant completes the Booking Process.

#### **4 What's included in the tenancy and what's excluded from the tenancy**

##### 4.1 The Rent includes:

- 4.1.1 The exclusive right to occupy the Room and to use the Contents in it during the tenancy (but in the case of Rooms with two beds, and double rooms, this right is shared with, and does not exclude, the other authorised occupier);
- 4.1.2 the non-exclusive right to use the Shared Areas serving the Room, and the Contents in those Shared Areas, for their intended purpose, during the tenancy (but additional charges apply to some facilities such as any laundry or gym at the Building);
- 4.1.3 a reasonable amount of electricity and (if connected) gas (but additional charges may apply for excessive use);
- 4.1.4 water and drainage;
- 4.1.5 maintenance and repair of the Building and Contents (but the cost can be claimed from the Tenant where the Tenant is at fault);
- 4.1.6 insurance of the Building;
- 4.1.7 personal possessions insurance (terms and conditions apply);
- 4.1.8 broadband;
- 4.1.9 TV licences in Shared Areas outside Flats;
- 4.1.10 cleaning of the Shared Areas of the Building that are not inside a Flat;
- 4.1.11 anything else stated on the Agent's website as being included in the rental package for the Room.

##### 4.2 The Rent does not include:

- 4.2.1 the costs of remedying accidental or deliberate damage or breakages;
- 4.2.2 excessive use of electricity and/or gas;
- 4.2.3 cleaning to the extent it is needed because the occupiers have failed to take proper care;
- 4.2.4 charges for use of on-site facilities that are payable locally (such as the laundry);

- 4.2.5 council tax;
  - 4.2.6 a television licence (which is needed for watching or recording programmes as they are being shown on television, or live on an online television service, or for downloading or watching BBC programmes on iPlayer, on any device (including laptop, mobile phone, tablet or games console)) for the Room or for any Shared Areas within a Flat.
- 4.3 If the Landlord or the Agent pays on the Tenant's behalf for any utility or communications service, council tax, or television licence that is not included in clause 4.1, the Tenant shall reimburse the Landlord within 14 days of request. (Council tax may be payable if the Tenant ceases to be a student, or if someone who is not a student lives in the same Room or Flat as the Tenant).
- 4.4 The tenancy is of the Room, but during the Tenancy Period the Tenant has the right (jointly with others) to use the Shared Areas allocated to the Room, and the right to use the Contents in the Room and in those Shared Areas for their intended purpose.
- 4.5 The Landlord reserves for itself, the Agent, and persons carrying out work on their behalf the right to enter the Room at any time in an emergency; during the daytime to carry out repairs requested by the Tenant; or at other reasonable times after giving reasonable advance notice (which does not need to be in writing) for the purposes of welfare, viewings, inspection, cleaning, maintenance, repair and for any other reasonable purpose.
- 4.6 The Landlord and the Agent may enter the Shared Areas in a Flat for any purpose at any time, but unless there are unusual circumstances they will only do so between the hours of 8.00 am and 6.00 pm and will aim to give advance notice where practicable.
- 4.7 The Landlord has the right to carry out any alterations or building works at the Building or on its adjoining neighbouring property without liability for disturbance provided that (unless there is an emergency) the Landlord has used reasonable endeavours to carry out works at times likely to minimise disturbance and for as short a period as reasonably practicable.

## **5 Rent**

- 5.1 The Tenant promises to pay the Rent to the Landlord by debit card, credit card or bank transfer in the instalments and on or before the Payment Dates.
- 5.2 If the Tenant does not pay Rent within 14 days of the date it falls due, the Tenant must pay the Landlord a default charge of interest at the rate of 3% above the Bank of England's base rate on the overdue amount from the applicable Payment Date until the date payment is made.
- 5.3 The Rent must be paid in GB pounds sterling and cleared funds (so the Tenant may need to arrange payment several days in advance of the due date for payment, to allow time for the banks to process payments).
- 5.4 The Landlord may claim Damages from the Tenant for any loss suffered or expense incurred by the Landlord or the Agent as a result of the Tenant's failure properly to arrange payment of Rent (such as fees charged by the Agent's bank as a result of foreign currency transactions, or failed card payments).

5.5 The first instalment of Rent shown on the Confirmation includes any Rent paid during the Booking Process. The Tenant should deduct that advance payment when making the first instalment. For example, if the first instalment of rent is £3,300 and the Tenant paid £300 Rent during the Booking Process, the Tenant must pay the balance of the first instalment (£3,000) on or before the first Payment Date.

## **6 Default charges and Damages**

6.1 If the Tenant's failure to comply with the tenancy agreement results in loss or expense to the Landlord (or the other way round) then, to the extent it behaves reasonably, the person who suffers the loss or incurs the expense is entitled to be put back in the same financial position as they would have been in if the other person had complied. The amount of money it will take to do this is known as 'damages' or compensation. A claim for Damages brought by the Landlord may include losses suffered or expenses incurred by the Agent, and reasonable additional charges imposed on the Landlord by the Agent for additional work it has to do as a result of the Tenant's breach of obligations in these terms and conditions.

6.2 The Landlord and/or the Agent will notify the Tenant of any alleged breach of the tenancy agreement, state the amount being claimed in Damages or default charges, and provide evidence in support of their claim. If the Tenant does not agree to pay the amount claimed, the Landlord may take the Tenant to court and seek an order for payment. If court action is necessary, the Tenant may be ordered by the court to pay the Landlord's court fees and legal fees in addition to, or as part of the Landlord's claim for, Damages or default charges.

6.3 The Landlord will not claim Damages for things which are:

6.3.1 reported promptly at the start of the tenancy as inventory discrepancies;

6.3.2 caused by fair wear and tear;

6.3.3 caused by risks covered by the Landlord's insurance policy (unless the insurer refuses to pay because of an action or neglect by the Tenant or their guest);

6.3.4 the Landlord's responsibility under clause 12 or under the general law; or

6.3.5 caused by an intruder (provided the Tenant complied with their obligations relating to security (see clause 9)).

6.4 Where a breach of these terms and conditions relates to the Shared Areas and the culprit cannot be identified, the Landlord will give notice of the associated costs to all the residents entitled to use the Shared Areas in question. The Tenant will have the right to appeal against further action by writing to the Property Manager within 7 days of the date of the notification. The Property Manager will review the Tenant's appeal and give a decision within a further 14 days. Unless the Tenant can prove that they were not at the Building at the time the breach of these terms and conditions occurred, it is likely that the Tenant will be included in any claim for Damages relating to the Shared Areas that they use.

6.5 The Landlord is entitled to make any claim for Damages from either or both the Tenants if the Room has two beds (even if each Tenant has a separate tenancy agreement) or if a double room is let to joint Tenants if, despite reasonable endeavours the Agent is unable to establish which Tenant's actions or neglect caused the Landlord loss or expense.

- 6.6 If the Room has a double bed and the Agent has authorised someone else to live in the Room with the Tenant, the Tenant is responsible for the actions or neglect of the permitted occupier.
- 6.7 If fire safety equipment has been mis-used or tampered with, the Landlord will claim a minimum of £30 in Damages (to compensate the Landlord for having to inspect and test the equipment) in addition to the properly and reasonably incurred costs of repairing, servicing or replacing the equipment if the inspection shows repair, servicing or replacement to be reasonably necessary.
- 6.8 The Landlord will make available at the Building an indicative list of the amounts that are likely to be claimed in Damages for reinstatement if reinstatement is required as a result of a breach of these terms and conditions. When claiming Damages, the Landlord will make a reasonable allowance for depreciation, and fair wear and tear.
- 6.9 In addition to the cost of labour and materials paid to third parties, the Landlord's claim for Damages may include a reasonable amount for the Agent's time involved in arranging for the work to be done and processing contractors' invoices.
- 6.10 The Landlord does not need to hire a third party to make good, and can claim a reasonable amount from the Tenant if the Landlord or the Agent carries out work itself to restore the Room, Shared Areas and/or Contents to the condition they would have been in if there had not been a breach of these terms and conditions.
- 6.11 The Landlord may claim Damages from the Tenant to compensate the Landlord for reasonable fees, costs and expenses reasonably, properly and actually incurred or payable by the Landlord in connection with enforcing any of the Tenant's obligations in the tenancy agreement by any reasonable means, whether during or after the end of the Tenancy Period.
- 6.12 If no date for payment is specified in these terms and conditions, or in any court order, the Tenant agrees to pay all Damages and default charges lawfully due to the Landlord within 14 days of the Landlord's invoice.

## **7 Taking care of the Room, the Shared Areas and the Contents**

- 7.1 The Landlord will use reasonable endeavours to ensure that at the start of the Tenancy Period the Room and Shared Areas and their respective Contents are in good clean condition.
- 7.2 The Tenant will check the Inventory on arrival and agrees to notify the Agent of any deficiencies in the condition and repair of the Room, the Shared Areas serving the Room and/or their respective Contents within 48 hours of receiving the Key to the Room. If the Tenant does not notify the Agent of any discrepancies in the Inventory at the outset, the Tenant may find it difficult later to prove that they are not responsible for any defect.
- 7.3 The Tenant agrees to take proper care of the Room and its Contents, keep them clean and not damage them.
- 7.4 The Tenant agrees not to remove any of the Contents from the rooms in which they were located at the start of the Tenancy Period.
- 7.5 If instructions are provided for the operation of any Contents, the Tenant must follow those instructions (failure to do so may invalidate a guarantee, and the Landlord would claim against the Tenant for losses it suffered as a result).

- 7.6 The Tenant agrees that he will (jointly with the other occupiers of the Flat) take proper care of the Flat and the Contents in the Shared Areas of the Flat, keep them clean and not damage them. The Tenant agrees to carry out a fair share of cleaning in the Shared Areas of the Flat. This clause does not apply if the Room is a self-contained studio.
- 7.7 This clause 7.7 applies only to Rooms with two Tenants and Rooms with a sole Tenant and a permitted occupier. The Tenant agrees that he will (jointly with the other occupier of the Room) take proper care of the Room and its Contents, keep them clean and not damage them. Each occupier agrees to carry out a fair share of cleaning in the Room.
- 7.8 The Tenant agrees that he will (jointly with the other occupiers of the Building) take proper care of the Shared Areas of the Building that are not inside a Flat, and their Contents, and will not damage them.
- 7.9 As soon as reasonably practicable, and in any event within 48 hours after becoming aware of it, the Tenant agrees to report to the Agent any damage, defect or loss that occurs at the Building during the Tenancy Period, using the Agent's on-line portal or by reporting to the Property Manager's office in person. Delay in the Tenant reporting an issue (including delays caused by failure to use the proper procedure) may result in further deterioration and increase the cost of rectification. If the Tenant delays in reporting a problem relating to the Building or Contents, the Landlord shall be entitled to claim in Damages from the Tenant for the costs of rectification over and above those that would have been incurred if the Tenant had reported the problem promptly after becoming aware of it. For example, if the Tenant notices a stain on the ceiling and reports it, the Agent will check the Flat above for water leaks and take remedial action. If caught at an early stage, this may simply be a job of replacing shower sealant in the Flat above and redecorating the ceiling. If the Tenant does not report the stain, over time there will be significant water damage, which may result in having to replace the ceiling. In such a situation, the Landlord will claim from the Tenant the difference between the cost of treatment at an early stage, and the actual cost of the remedial work.
- 7.10 The Tenant shall comply with the Agent's waste disposal plan as publicised at the Building, recycling materials where possible. The Tenant shall take proper care when disposing of rubbish to prevent injury to others or to the environment, and will only place rubbish in the areas designated by the Agent for the purpose.
- 7.11 The Tenant is not liable for damage caused by fair wear and tear or by the occurrence of a risk which the Landlord has insured against (unless the insurer refuses to pay because of some act or neglect by the Tenant or a person for whom the Tenant is responsible).
- 7.12 Any damage caused as a result of the Tenant's failure to comply with this clause shall not be treated as fair wear and tear. The Tenant agrees not to:
- 7.12.1 affix anything to any surface of the Room or the Shared Areas (other than by using pins in the pin boards provided for that purpose);
  - 7.12.2 paint, stain, varnish, wallpaper or otherwise decorate any part of the Building;
  - 7.12.3 interfere with any fire safety equipment or any electrical, gas, plumbing or telecommunications installation in the Building;
  - 7.12.4 smoke, or burn incense, light oil lamps or candles, or use anything else that smoulders or has a naked flame, inside the Building;

- 7.12.5 put anything harmful, or likely to cause a blockage, into sinks, toilets, showers or other installations;
  - 7.12.6 install any outdoor aerial, satellite dish, or wireless router at the Building;
  - 7.12.7 keep any animate being in the Building, except for an animal that has undergone a recognised training programme for assistance with a disability and has been authorised by the Agent (such authorisation not to be unreasonably withheld or delayed, but may be given subject to reasonable conditions);
  - 7.12.8 use any kitchen appliance at the Building except in designated kitchen areas (additional conditions apply in clause 9 to electrical items);
  - 7.12.9 dry laundry on heaters;
  - 7.12.10 change any locks;
  - 7.12.11 allow rubbish to accumulate or do anything else likely to attract pests or vermin;
  - 7.12.12 delay in reporting any defect to the Agent (such as, but not limited to, damage, disrepair, malfunction, infestation, missing items, interruption of utility supplies).
- 7.13 The description of the Building on the Agent's website will confirm whether or not the Building has parking and/or bicycle storage. The Tenant agrees not to bring any vehicle to the Building if the Building does not have residents' parking or bicycle storage. The Tenant agrees that in other cases the Tenant (and their guests or permitted occupiers) will not keep or leave unattended any vehicle at the Building other than:
- 7.13.1 after obtaining the Agent's prior written consent (which will not be unreasonably withheld), a vehicle to assist with the Tenant's or their guest's or permitted occupier's disability (and only to bring that vehicle indoors if suitable for indoor use); and/or
  - 7.13.2 a bicycle, which may be kept in a designated bicycle storage area but must not be brought indoors.
- 7.14 Clause 7.13 does not prevent vehicles calling at the Building for loading, unloading, picking up or setting down passengers, as long as the vehicles in question do not cause a nuisance and drivers comply with the Agent's reasonable instructions and local highways regulations.
- 7.15 The Tenant must comply with any of the Landlord's insurers' recommendations or stipulations that are notified to the Tenant from time to time.

## **8 Respect for others**

- 8.1 The Tenant shall not cause nuisance, annoyance or disturbance to others. Without in any way limiting that general obligation, the Tenant shall:
- 8.1.1 not threaten, harass, bully, abuse or use violence towards any person;
  - 8.1.2 not make any noise from inside the Room that is audible outside the Room, or noise in the Shared Areas that is audible outside those Shared Areas, between the hours of 11.30pm and 8.30am, and at other times the Tenant shall not make noise of any kind that is likely to interfere with the study, sleep or comfort of other residents of the Building, people working in the Building and people living near the Building;

- 8.1.3 not take anything that belongs to someone else, or use anything belonging to another without the owner's permission;
  - 8.1.4 respect the privacy of others;
  - 8.1.5 not congregate in large groups in a way that obstructs the Shared Areas or creates high levels of noise;
  - 8.1.6 fairly share access to facilities and amenities in the Building with others entitled to use them;
  - 8.1.7 not distribute leaflets, flyers or similar in the Building;
  - 8.1.8 not try to sell anything in the Building;
  - 8.1.9 treat others with courtesy and consideration.
- 8.2 The Tenant shall comply with applicable laws so as not to adversely affect the rights and freedoms of others in the Building or bring the Landlord or the Agent into disrepute. Without in any way limiting that general obligation, the Tenant shall:
- 8.2.1 not have at the Building any unlawful drug or psychoactive substance;
  - 8.2.2 not bring any weapon (even if licensed, ceremonial, a toy or a replica), or anything intended to be used as a weapon, to the Building;
  - 8.2.3 comply with regulations and follow guidance for managing the spread of contagious diseases.
- 8.3 The Tenant shall take responsibility for visitors that the Tenant invites to the Building, and any permitted occupier living with the Tenant in a double room. Without limiting that general obligation, the Tenant shall:
- 8.3.1 be liable to pay Damages for any losses suffered or expenses incurred by the Landlord or the Agent as a result of any act or neglect by the Tenant's visitor or permitted occupier;
  - 8.3.2 not invite more than 2 guests to be at the Building at any one time without first obtaining the Agent's written consent (which shall be in the Agent's discretion, having regard to the number of visitors already in the Building and the previous conduct of the Tenant and his visitors);
  - 8.3.3 not invite any children under the age of 5 to the Building;
  - 8.3.4 ensure that any children between the ages of 5 and 18 whom the Tenant invites to the Building are accompanied by a responsible adult at all times;
  - 8.3.5 make sure the Tenant's visitors behave in a way that is consistent with these terms and conditions, whilst at the Building;
  - 8.3.6 not allow any visitor to sleep in the Shared Areas;
  - 8.3.7 not allow any visitor to stay overnight except for one visitor at a time in the Room and for a maximum of 3 nights (and in the case of a Room with two single beds, only if the other Tenant agrees);
  - 8.3.8 not obstruct the Agent's staff if they ask a visitor to leave the Building;

- 8.3.9 not invite back to the Building any visitor whom the Agent has previously asked to leave;
  - 8.3.10 not leave visitors in the Building, or give visitors access to the Building, when the Tenant is not at the Building himself;
  - 8.3.11 not part with possession of any Key.
- 8.4 The Tenant agrees to comply with the following requirement of Liverpool City Council: “Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of any part of the Residence, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons’ race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).” Breach of this condition will be regarded by the Landlord as a serious breach of the tenancy agreement.

## **9 Safety and Security**

- 9.1 The Tenant must comply with the Agent’s guidance on safety and security and co-operate at all times with the Agent’s staff and the emergency services on matters relating to safety and security.
- 9.2 The Tenant agrees to attend any safety meeting arranged by the Agent at the Building;
- 9.3 The Tenant agrees not to do anything, or neglect to do anything, which may cause a fire hazard, including (but not limited to):
  - 9.3.1 tampering with fire doors or any fire detection, prevention or control equipment (which is, in any event, a criminal offence that could result in a fine and/or prison sentence);
  - 9.3.2 smoking tobacco or other substances in any part of the Building, or within 5 metres of the external walls of the Building (smoking in the internal Shared Areas is an offence, for which the perpetrator could be fined if convicted);
  - 9.3.3 using candles, oil burners, incense burners, joss sticks, shisha pipes, e-cigarettes or other vape products;
  - 9.3.4 storing or using fireworks in or around the Building;
  - 9.3.5 obstructing corridors, stairwells, or fire escapes;
  - 9.3.6 using exits without reasonable cause if they are designated as being solely for escape;
  - 9.3.7 bringing into the Building any additional heaters;
  - 9.3.8 bringing into the Building any furniture or large domestic appliances (including, but not limited to, appliances for refrigeration, freezing, cooking, laundering and tumble-drying);
  - 9.3.9 using deep fat fryers, portable grills, rice cookers, barbecues and similar heat-generating appliances.

- 9.4 The Tenant agrees that the Agent may remove from a Room, Flat or the Building any item in the possession or control of the Tenant (or a permitted occupier) that it is illegal to possess or which in the Property Manager's opinion (acting reasonably) is likely to put the health, safety, welfare or property of any person at risk of serious harm. The Property Manager will give the Tenant a receipt for the item and unless it is unsuitable for safe storage (for example, if highly inflammable, illicit, or animate) will return the item to the Tenant at the end of the tenancy. The Agent may dispose of items that are considered unsuitable for storage in such manner as it sees fit, without liability to the Tenant or other owner of the item.
- 9.5 The Tenant agrees to vacate the Building (and ensure any permitted occupier and the Tenant's visitors do so) immediately whenever the fire alarm is sounded, having due regard to the fire evacuation procedures on the Agent's website and outlined in any fire plan on display at the Building.
- 9.6 The Tenant must not tamper with, remove, damage, or in any way adjust safety controls to any windows and must not override any safety mechanism which is intended to restrict the way in which, or the extent to which, windows in the Building open.
- 9.7 The Tenant must not in any way obstruct any access or exit route to or from the Building, in particular (but without limiting that general obligation) the Tenant must not obstruct any route which is likely to be used by emergency service vehicles or for the purposes of emergency escape.
- 9.8 The Tenant agrees to secure the door and window of the Room when leaving, to secure windows and doors of the Shared Areas of a Flat when entering or leaving the Flat, and to secure the main door to the Building when entering or leaving the Building.
- 9.9 The Tenant must keep their Keys with them when not in the Room and must not copy, share or part with Keys. (If the Agent has authorised two people to live in the Room, each will be issued with their own Keys for their sole use).
- 9.10 The Tenant must report any lost Key as soon as reasonably practicable to the Agent and pay a default charge equal to the costs reasonably incurred in replacing the Key (including lock replacement if, in the Agent's reasonable opinion, that would be a sensible precaution) within 14 days of demand supported by written evidence of the amount claimed.
- 9.11 The Tenant must report to the Agent promptly (and in any event within 48 hours) after becoming aware of any accident or security incident and will, if requested, provide a completed accident or incident form to the Agent.

## **10 Restrictions on occupancy and use**

- 10.1 Nothing in this clause 10 prevents the Tenant from sharing the Room with a person who has been authorised by the Agent to live in the Room with the Tenant (but authorisation will only be given where the Room is designated during the Booking Process as being for occupancy by two people).
- 10.2 The Tenant agrees to use the Room only as a study and living accommodation for the Tenant.
- 10.3 The Tenant confirms to the Landlord that:
- 10.3.1 the Tenant is aware that the Building may only be used for occupation wholly or mainly by students;

- 10.3.2 at the start of the Tenancy Period the Tenant will be a full-time student registered, or about to be registered, at a further or higher educational institution or university; and
- 10.3.3 the Tenant will, within 14 days of request, provide the Landlord with a certificate of enrolment at a university or higher education institution or further education college and/or a certificate of exemption from payment of council tax.
- 10.4 The Tenant must only use the Shared Areas and Contents for their intended purpose.
- 10.5 The Tenant must not carry out a business, trade or profession at the Building.
- 10.6 Except for visitors permitted by clause 8.3, and as mentioned in clause 10.1, the Tenant must not share possession or occupation, or part with possession of the Room.
- 10.7 The Tenant must not allow anyone to use the Shared Areas of the Flat other than a person who has been authorised by the Landlord or the Agent (such as a tenant of a room in the Flat) or their authorised visitor).
- 10.8 The Tenant agrees not to assign (transfer) the tenancy agreement or the tenancy to anyone else, or sub-let or grant anyone a licence to occupy the Room or any Shared Areas, or take in paying guests. If anyone other than the Tenant pays the Rent, payment will be accepted as a payment made on behalf of the Tenant, and will not give the payer any right to occupy the Room.
- 10.9 In some locations, it is a breach of planning regulations for occupiers of the Building to use motor vehicles in the city, except for the purpose of unloading and loading at the start and the end of the tenancy. If the Building is specified in pre-booking information on the Agent's website, or during the Booking Process, as being subject to restrictions on motorised transport, the Tenant must not use any motor vehicle in a way that would infringe the Building's planning permission.
- 10.10 The Tenant agrees to obtain a TV licence before watching or recording programmes as they are being shown on television, or live on an online television service, or before downloading or watching BBC programmes on iPlayer on any device (including laptop, mobile phone, tablet or games console) in the Building, except for devices provided by and licensed by the Landlord.
- 11 At the end of the tenancy**
- 11.1 The Tenant must vacate the Room and leave it and the Contents in it clean, tidy, and in no worse condition (except for fair wear and tear and damage by an insured risk) than they were in at the start of the Tenancy Period. Contents must be left in approximately the same positions as they were in at the start of the Tenancy Period.
- 11.2 The Tenant must, jointly with others entitled to use them, leave the Shared Areas and shared Contents in the Flat clean, tidy, and in no worse condition (except for fair wear and tear and damage by an insured risk) than they were in at the start of the Tenancy Period (this clause does not apply to studios). Contents must be left in approximately the same positions as they were in at the start of the Tenancy Period.
- 11.3 The Tenant must remove all their personal belongings from the Building and deposit any rubbish in the receptacles designated for that purpose.
- 11.4 The Tenant must return to the Agent all the Keys that were issued to the Tenant.

- 11.5 If any item other than the Contents is left in the Room or Flat at the end of the tenancy the Agent will remove it and (unless of obvious value) will dispose of it as the Agent thinks fit without liability to the Tenant or the owner of the item. The reasonable costs of removal and storage may be claimed as Damages. If an item is obviously worth at least £50 and appears likely to have been left behind by mistake, the Agent will use reasonable endeavours to contact the Tenant to arrange collection. If the Tenant requires the Agent to arrange delivery of an item, the Tenant must first agree to pay the delivery charges as Damages.

## **LANDLORD'S OBLIGATIONS**

### **12 Services and facilities management**

- 12.1 The Landlord will maintain the Building and Contents in good repair and proper working order but nothing in this clause 12 requires the Landlord to remedy any damage caused by the Tenant or in the case of destruction or damage by an insured risk unless the cost is met by the Tenant or by insurance.
- 12.2 The Landlord will provide the things listed in clause 4.1 of these terms and conditions.
- 12.3 The Landlord and the Agent will not unreasonably interfere with the Tenant's privacy and will give the Tenant reasonable advance notice (at least 24 hours) before entering the Room or the Flat for the purpose of inspections or viewings, and 7 days' notice before carrying out planned maintenance, but no advance notice will be given:
- 12.3.1 in an emergency; or
  - 12.3.2 if entering for the purpose of carrying out a repair requested by the Tenant;
  - 12.3.3 if entering to abate a nuisance; or
  - 12.3.4 where there are reasonable grounds to suspect that the Tenant or anyone for whom the Tenant is responsible is engaging in unlawful behaviour, or is in serious or persistent breach of these terms and conditions in a way that is likely to have an adverse effect on other residents, the Landlord, or people working for the Agent.

### **13 Policy compliance**

The privacy policies of the Agent and the Landlord describing how personal data of Tenants and Guarantors are processed, are available at [www.host-students.com](http://www.host-students.com) and copies will be provided with this Agreement.

### **14 Room inspections**

The Agent's staff will notify the Tenant of the date and time of routine inspections and the end-of-tenancy inspection of the Room and (if applicable) the Flat and will invite the Tenant to attend.

## **RELOCATION**

### **15 At the Tenant's request**

- 15.1 The Tenant may apply to the Agent for a room transfer within the Building. Applications must be made in writing on the Agent's standard form, available from the Property Manager's office.
- 15.2 Approval of applications for transfers is at the Property Manager's discretion and subject to there being a suitable room available.

15.3 Tenants approved for transfer must pay the Agent a fee of £100 + VAT to cover the Agent's costs of arranging the transfer. There is no charge for unsuccessful transfer applications.

## **16 At the Landlord's request**

16.1 The Landlord may ask the Tenant to move to a different Room in the Building if:

16.1.1 the Tenant occupies an adapted room, which the Tenant does not need, but which is needed for another occupier;

16.1.2 Flats in the Building are under-occupied;

16.1.3 the Landlord has received a request from friends who wish to live in the same Flat;

16.1.4 the Tenant is in serious breach of the Tenant's obligations;

16.1.5 the occupiers of a Flat are not living together harmoniously;

16.1.6 work needs to be carried out in the Room or the Flat and it is not reasonably practicable to postpone the work until the end of the tenancy, or to carry it out whilst the Tenant is in occupation; or

16.1.7 for any other substantial operational reason.

## **17 In the event of damage by an insured risk**

17.1 The Landlord has the discretion whether or not to insure itself against loss of rent in the event of the Building being damaged or destroyed by an insured risk.

17.2 If the Building is damaged by an insured risk in a way that makes the Room unfit for habitation, the Landlord will use reasonable endeavours to provide the Tenant with alternative accommodation of a similar standard at no extra cost, until the Room is once again fit for beneficial occupation and use. If the Landlord makes such accommodation available, the Tenant must accept it, and continue to pay the Rent. These terms and conditions and the Guarantor's guarantee will then apply to the substituted accommodation whilst the Tenant occupies it.

17.3 If the substituted accommodation is normally let at a lower price than the Room, the Landlord will refund the difference to the Tenant (which may be by way of a reduction in the last instalment of Rent).

17.4 Where the Landlord has provided alternative accommodation and it is reasonably practicable to reinstate the Room before the end of the Tenancy Period:

17.4.1 the Landlord will take all reasonable steps to arrange for any damage caused by an insured risk to be remedied as soon as practicable; and

17.4.2 the Tenant will resume occupation of the Room as soon as the Agent requires after the damage has been remedied.

17.5 If the Landlord is not able (despite using reasonable efforts) to offer the Tenant alternative accommodation in the event of an insured risk making the Room unfit for habitation, the Tenant may:

17.5.1 make their own arrangements for alternative accommodation until the Room is once more fit for habitation and then move back into the Room if the Agent notifies the Tenant that the Room has been reinstated before the end of the Tenancy Period; or

- 17.5.2 if the Landlord has not reinstated the Room or offered the Tenant a suitable alternative by the end of 4 weeks after the damage, the Tenant may terminate the tenancy agreement by giving notice to the Agent to that effect. The notice must not be given until at least 4 weeks after the damage but it must be given before the Room has been reinstated or an alternative offered to the Tenant.
- 17.6 The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period for which the Room is uninhabitable or inaccessible as a result of the damage (but excluding any period for which the Landlord has offered or provided temporary accommodation).
- 17.7 The Landlord shall not be liable to the Tenant for removal or travel expenses, personal injury or damage to the Tenant's possessions unless the insured risk was attributable to the Landlord's negligence.
- 17.8 The Landlord has no obligation to the Tenant under this clause 17 if the insurers refuse to pay out on the policy because of anything the Tenant has done or failed to do in breach of the Tenant's obligations in these terms and conditions, and in such case the Tenant shall be liable to observe and perform the Tenant's obligations (including the obligation to pay Rent) throughout the Tenancy Period to the extent they may safely do so, having regard to the condition of the Building.

## **18 All relocations**

If relocating, the Tenant must comply with clauses 11.1 and 11.4 with respect to the Room they are vacating, and remove all their personal possessions and rubbish from that Room at the time of the relocation.

## **CANCELLATION AND EARLY TERMINATION**

### **19 General**

- 19.1 The tenancy agreement is for a tenancy that is intended to last for the full Tenancy Period.
- 19.2 The Tenant does not have the benefit of any "cooling-off" period. Once the tenancy agreement has been concluded (signed by the parties and dated by or on behalf of the Landlord, or by completion of the Booking Process and generation of the Confirmation) it is legally binding on the parties. Once concluded, the tenancy agreement can only be cancelled or terminated as set out in these terms and conditions, or as permitted under the general law for breach of a fundamental obligation.
- 19.3 Where the Building is damaged by an uninsured risk and is not reasonably fit for habitation, either party may terminate the tenancy agreement by giving written notice to the other. The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination.

### **20 Termination by the Landlord**

- 20.1 If any of Grounds 2, 7A, 7B, 8, 10-15, and 17 set out in Schedule 2 of the Housing Act 1988 (available to view at [www.legislation.gov.uk](http://www.legislation.gov.uk)) apply at any time or if Ground 9 applies at any time after the Tenancy Period has ended then, subject to clauses 20.2 and 20.4, the Landlord shall be entitled to end the tenancy agreement by forfeiture or re-entry or by serving notice under section 8 of the Housing Act 1988.

- 20.2 If grounds for possession (as listed in clause 20.1) exist, and the Landlord is satisfied (acting reasonably and objectively) that the Tenant has ceased to reside in the Room and there is no one else lawfully residing in the Room, the Landlord may (but is not under any obligation to) take possession of the Room and on the date the Landlord does so the tenancy will terminate.
- 20.3 If the Room has two beds, the Landlord shall be entitled to end the tenancy agreement by forfeiture or re-entry or serving notice of termination on the Tenant if the Tenant is in serious or persistent breach of these terms and conditions.
- 20.4 Whilst there is anyone lawfully residing in the Room the Landlord shall not enforce its right to recover possession of the Room against the occupier, otherwise than by proceedings in the court and (unless the Landlord accepts a surrender of the tenancy) the tenancy shall continue until:
- 20.4.1 the Landlord obtains an order of the court for possession of the Room; and
- 20.4.2 that order has been lawfully executed by an authorised person (such as a county court bailiff or High Court Enforcement Officer).
- 20.5 If the Tenant has not taken possession of the Room or provided evidence of the Tenant's identity that is reasonably satisfactory to the Agent within 7 days of the start of the Tenancy Period, the Agent may (but has no obligation to) advertise the Room as available to let or offer the Room to a person on its waiting list. If a suitable replacement occupier is then found before the Tenant takes possession, the Landlord may terminate the tenancy agreement immediately by giving written notice to the Tenant to that effect. If the Landlord does terminate the tenancy agreement in this way, the Tenant must pay the Landlord:
- 20.5.1 Rent for the period up to and including the date of termination; and
- 20.5.2 the Agent's fees for re-advertising, finding a replacement occupier and arranging a new tenancy agreement
- but if any Rent already paid by the Tenant exceeds those sums the Landlord will re-pay the surplus to the Tenant within 28 days of giving notice.
- 20.6 If during the Tenancy Period the Room or Flat is damaged by an insured risk so as to be uninhabitable or inaccessible the Landlord will use reasonable endeavours to provide the Tenant with reasonably suitable alternative accommodation, but if they are unable to procure suitable alternative accommodation the Landlord may end the tenancy agreement by giving notice to the Tenant to that effect.
- 20.7 If the Landlord terminates the tenancy agreement or the tenancy, the Tenant shall remain liable for the Tenant's obligations that accrued up to and including the date of termination, including the sums mentioned in clauses 20.5.1 and 20.5.2.

## **21 Termination by the Tenant**

- 21.1 If the Tenant does not take up occupation of the Room, or if the Tenant vacates the Room before the end of the Tenancy Period, that alone will not terminate the tenancy agreement.
- 21.2 The Landlord is under no obligation to agree to a request for early termination from the Tenant. If the Tenant wishes to end the tenancy agreement before the Tenancy Period expires, the Tenant must apply in writing to the Property Manager's office, stating when the Tenant wishes to end their tenancy.

- 21.3 On receiving an application for early termination from the Tenant, the Agent will review its waiting list and, if necessary, advertise the Room as available to let.
- 21.4 If a suitable replacement tenant agrees to take a tenancy of the Room at the Rent for the remainder of the Tenancy Period, the Landlord will agree to end the tenancy agreement PROVIDED THAT:
- 21.4.1 the Tenant has complied with clauses 11.1, 11.3 and 11.4;
- 21.4.2 the replacement tenant has entered into a tenancy agreement and procured a guarantor (or paid the Rent in full in advance);
- 21.4.3 the Tenant has paid Rent and any default charges or Damages that accrued up to the date of termination;
- 21.4.4 the Tenant pays a fee of £100 + VAT on account of the Agent's costs for arranging an early termination of the tenancy (or agrees it may be deducted from any Rent that is due to be refunded to the Tenant).
- 21.5 If the tenancy agreement or the tenancy is terminated under this clause 21, the Landlord shall be entitled to deduct any outstanding early termination fees, Damages and default charges before refunding to the Tenant any pre-paid Rent relating to the period after termination of the tenancy agreement.
- 21.6 If the Tenant terminates the tenancy agreement or the tenancy as permitted by this clause 21, the Tenant shall remain liable for the Tenant's obligations that accrued up to and including the date of termination.
- 21.7 This clause 21 does not apply when the Room has been badly damaged by an insured risk, the Landlord unable to provide alternative accommodation for the Tenant and the Tenant terminates the tenancy agreement under clause 17.5.

## **22 Notices**

- 22.1 Any notice given by or on behalf of the Landlord or Tenant or Guarantor must be in writing.
- 22.2 The Landlord's address in England and Wales at which notices (including notices in proceedings) may be served on him by the Tenant is the address of the Building as given on the Agent's website and in the Confirmation. The Agent will notify the Tenant in writing if there is any change to that address.
- 22.3 A notice and any proceedings shall be deemed to be served on the intended recipient if delivered by hand or sent by first class post:
- 22.3.1 To the Landlord or the Agent at the Building;
- 22.3.2 To the Tenant at the Room;
- 22.3.3 To the Guarantor at the Guarantor's address given in the guarantee agreement or to such other address as a party may have notified the sender, in writing, as being their address for the purpose of serving notices and proceedings.
- 22.4 Notices other than proceedings shall be deemed to be served on the intended recipient if sent by email to that party's email address as given during the Booking Process, stated in the

guarantee agreement, or as subsequently notified to the sender as being their email address for the purpose of serving notices.

- 22.5 Proceedings may only be served by email if the intended recipient first confirms in writing to the sender that proceedings may be served by email, and specifies the email address at which they may be served.
- 22.6 Notices delivered by hand are served on delivery; notices sent by first-class post are served on the second day after (but not including) posting; notices sent by email are served on the day of sending if sent before 3.00 pm on a working day and on the next working day after sending if the email is sent at any other time. A "working day" means Monday to Friday, but excludes any day that is a public holiday in the UK.

## **23 Disclaimer**

- 23.1 Unless caused by the Landlord's or the Agent's negligence, neither the Landlord nor the Agent shall be liable for:
- 23.1.1 any failure of or interruption to any services or facilities, or for any loss arising from such failure or interruption;
  - 23.1.2 death or personal injury;
  - 23.1.3 damage to or loss of property;
  - 23.1.4 the actions or neglect of other occupiers in the Building.
- 23.2 Nothing in clause 23.1 excludes liability for fraud or recklessness.

## **24 Procedure for dealing with Breach of Tenant's Obligations**

- 24.1 Where cleaning is required in order to rectify a breach of the Tenant's obligations, the Agent will write to the Tenant explaining what is required and give the Tenant a reasonable opportunity to do the cleaning. If the cleaning is not done to a satisfactory standard by the Agent's stated deadline, the Agent will arrange for the cleaning to be done, and the Landlord will claim the cost from the Tenant as Damages.
- 24.2 Where breach of the Tenant's obligations causes the Landlord or the Agent to suffer loss or incur expenditure, the Landlord or the Agent will notify the Tenant of any amount claimed as a default charge or in Damages and ask the Tenant to make payment within 14 days.
- 24.3 If the Tenant disputes the claim, the Tenant may put their case in writing to the Property Manager. The Landlord or the Agent will review the claim, decide whether to modify it, notify the Tenant of the decision and give the Tenant due warning before beginning a claim in court.
- 24.4 If the Tenant repeatedly fails to comply with the Tenant's obligations, the Agent may notify the Guarantor and/or the Tenant's emergency contact person, as the Tenant's behaviour may affect the amount the Guarantor is asked to pay, and/or raise concerns about the Tenant's welfare.
- 24.5 If the Tenant's failure to comply with the Tenant's obligations is causing disruption or nuisance to other occupiers, the Agent may ask the Tenant to relocate (as an alternative to the Landlord starting possession proceedings).
- 24.6 If the Tenant is in serious breach of the Tenant's obligations, or in persistent breach which the Tenant fails to remedy after due warning, the Landlord may take proceedings for possession

against the Tenant and/or seek an injunction to prevent the Tenant entering the Building or to make the Tenant's presence at the Building subject to conditions imposed by the court.

**25 Notice of Mortgage**

25.1 The Landlord hereby gives notice to the Tenant that possession of the Room might be recovered under Ground 2 of Schedule 2 of the Housing Act 1988 because:

25.1.1 the Building is subject to a mortgage granted before the beginning of the tenancy;

25.1.2 the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

25.1.3 the mortgagee will require possession of the Room for the purpose of disposing of the Building with vacant possession if that power of sale is exercised.

**26 Governing law**

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

**27 Jurisdiction**

The parties irrevocably agree that the courts of England shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, the tenancy agreement, its subject matter or formation (including non-contractual disputes or claims).

**28 Third parties**

Nothing in the tenancy agreement is intended to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 other than the Agent.

**29 Entire Agreement**

The tenancy agreement incorporates the pre-tenancy information about the Building given on the Agent's website, the Tenant's selections made during the Booking Process, these terms and conditions, the Agent's policies referred to in these terms and conditions and the terms and conditions applicable to the personal possessions insurance included in the Rent. The parties acknowledge that these items contain all the terms agreed between them regarding a tenancy of the Room for the Tenancy Period.