



Where students are at home.

## STUDENT OCCUPANCY AGREEMENT

### AGREEMENT

between:

**(1) Landlord**

##\_Landlord\_Name>#

##\_Landlord\_Company\_Number>#

##\_Landlord\_address>#

**(2) Tenant**

##\_Tenants\_First\_Name>#    ##\_Tenants\_Surname>#

**(3) Guarantor**

##\_Guarantor\_First\_Name># ##\_Guarantor\_Surname>#

Address: ##\_Guarantor\_Address>#

relating to:

##\_Building\_Name># (The 'Building')

Flat/Room Number ##\_Unit\_Name># (The 'Property')

##\_Unit\_Portfolio># (Room Type)

The Landlord and the Tenant agree as follows:

## 1. DEFINITIONS

In this Agreement words shall have the following meaning:

<b>Building</b>	##_Building_Name># ##_Building_Address>#
<b>Common Areas</b>	<p>Any common parts of the Building nominated from time to time by the Landlord for use by the tenants of the Building including but not limited to any:</p> <ul style="list-style-type: none"><li>(a) which provide access to and between the Property;</li><li>(b) entrance hall, staircases and passageways;</li><li>(c) reception;</li><li>(d) visitor toilets;</li><li>(e) post rooms;</li><li>(f) lifts;</li><li>(g) paths and access roads;</li><li>(h) refuse disposal areas;</li><li>(i) laundry rooms;</li><li>(j) courtyard and landscaped areas;</li><li>(k) gardens, roof terraces and balcony areas; and</li><li>(l) common rooms including any cinema/TV room, gym/fitness studio/Yoga PT studio, private dining area/kitchen, study room, reading room, music room, arts and crafts room, games room, karaoke/music room or any other advertised communal spaces.</li></ul>
<b>Contents</b>	Any equipment, furniture, and other items listed in the Inventory
<b>Flat</b>	a shared flat comprising of the Room along with bedrooms for the exclusive use of other occupiers and shared areas for the use of all occupiers of the Flat
<b>Interest Rate</b>	The higher of 3% or 3% above the base rate from time to time of Lloyds Bank plc
<b>Inventory</b>	The inventory of contents available with this Agreement on the Tenant's Online Account
<b>Managing Agent</b>	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" or such other agent acting on behalf of the Landlord as notified to the Tenant in writing from time to time

<b>Online Account</b>	The Managing Agent's portal, styled as the 'Host Online Account' at <a href="http://www.host-students.com">www.host-students.com</a> for management of the Property and payment of the Rent by the Tenant to the Managing Agent or such other portal notified to the Tenant by the Managing Agent from time to time
<b>Permitted Occupier</b>	Full name:
<b>Private Balcony</b>	Any terrace or balcony linked to the Property and which is designed to be used by the occupants of the Property
<b>Property</b>	##_Unit_Name># ##_Unit_Portfolio># comprising of either a Room or a Studio at the Building
<b>Regulations</b>	Any regulations, including the resident's handbook, fire safety agreement, fitness suite waiver, made from time to time by the Landlord or the Managing Agent that affect the Tenant's use or occupation of the Property or the Common Areas including any regulations made after the date of this Agreement
<b>Rent</b>	##_Weekly_Rental># ##_Tenancy_Rental_Total>#
<b>Rent Days</b>	##_Payment_Frequency># ##_Payment_Due_dates>#
<b>Room</b>	a study-bedroom within a Flat for the exclusive use of the Tenant
<b>Schedule of Condition</b>	The schedule available with this Agreement on the Tenant's Online Account recording the state of repair and condition of the Property at the date of this Agreement
<b>Studio</b>	a studio room comprising of a single room with a bed, bathroom, kitchen and living space
<b>Term</b>	##_Length_of_Tenancy># being the period from and including the Term Start Date to and including the Term End Date

<b>Term Start Date</b>	##_Tenancy_Start>#
<b>Term End Date</b>	##_Tenancy_End>#
<b>Utilities</b>	Electricity, gas or other fuel, water, sewerage or telecommunications services serving or consumed at the Property
<b>Water Rates</b>	Water and drainage charges for the Property
<b>Working Day</b>	A day when the UK clearing banks are open for business in Edinburgh, Glasgow and London

## 2. INTERPRETATION

In this Agreement:

### 2.1 references to:

- 2.1.1 the Landlord, the Tenant or the Guarantor include their personal representatives in the case of individuals who have died;
- 2.1.2 the Property, the Building and the Common Areas include any part of it or them unless specific reference is made to the whole of it or them;
- 2.1.3 an Act of the UK or Scottish Parliament or any legislation made under it are to that Act or legislation as amended from time to time and to any Act or legislation that replaces it;
- 2.1.4 clauses, are to the clauses in this Agreement;

### 2.2 an obligation not to do something includes an obligation not to cause or allow that thing to be done;

### 2.3 in this Agreement, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision;

### 2.4 where two or more people form a party to this Agreement, their obligations in this Agreement can be enforced against them all jointly or against each of them individually; and

### 2.5 if any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

## 3. LETTING AND TERM

### 3.1 The Landlord agrees to let, and the Tenant agrees to rent, the Property, the Private Balcony (if applicable) and the Contents at the Rent for the Term.

### 3.2 It is a condition of this Agreement that the Tenant and any Permitted Occupiers at all times maintain a right to rent in accordance with and as defined by the Immigration Act 2014.

- 3.3 This is a Student Let Agreement within the meaning of Paragraph 5 of Schedule 1 to the Private Housing (Tenancies) Scotland Act 2016. The purpose of this agreement is to confer on a Tenant the right to occupy the property while the Tenant is a student. The Tenant in entering into this Agreement acknowledges that nothing contained within the Agreement is to be construed as conferring on the Tenant a Private Residential Tenancy.
- 3.4 The Tenant must at all times during the Term be a full time student in higher education. The Tenant will inform the Managing Agent immediately if the Tenant ceases to be a full time student in higher education.
- 3.5 Any soft furnishings, kitchenware and utensils and bedding at the Property belonging to the Landlord and not included on the Inventory are excluded from the letting, unless such items have been specifically purchased by the Tenant from the Landlord by separate negotiation, in which case the purchased items will form part of the Tenant's personal belongings.
- 3.6 The Landlord has at its own expense provided the Inventory and the Schedule of Condition.
- 3.7 The Landlord will pay all charges for Utilities and Water Rates. The Landlord reserves the right to recharge the Tenant charges for Utilities and Water Rates which have been consumed in excess of the Tenant's permitted consumption of Utilities and Water Rates and the Tenant agrees to reimburse the Landlord for said charges.
- 3.8 The Tenant has the right, shared with the Landlord and other occupiers of the Building, to use the Common Areas of the Building.
- 3.9 The Tenant must allow the Landlord to enter the Property with agents, workmen and others, at all reasonable times on giving at least 24 hours' written notice or in an emergency, without notice, to:
- 3.9.1 where access to the Property is reasonably necessary to carry out the works:
    - 3.9.1.1 repair or paint the outside of the Property or the Building; and
    - 3.9.1.2 carry out any structural or other necessary repairs to the Property or the Building;
  - 3.9.2 attend to any health and safety or fire safety concern at the Property;
  - 3.9.3 examine the state and condition of the Property and the Contents;
  - 3.9.4 clean the external windows of the Property; and
  - 3.9.5 show the Property to prospective tenants or buyers.
- 3.10 The Landlord must act reasonably when exercising the rights in **clause 3.9**.

#### **4. FINANCIAL OBLIGATIONS**

- 4.1 The Tenant must pay:
- 4.1.1 the Rent in advance on the Rent Days (less any advance rent payment made to the Managing Agent before the date of this Agreement), which must be paid to the Managing Agent online via the Tenant's Online Account or by such other method as is notified to the Tenant in writing by the Managing Agent from time to time;
  - 4.1.2 to the Landlord

- 4.1.2.1 on demand interest in relation to any amount of Rent or any other sum which the Tenant has not paid within 14 days of the date on which it should have been paid. The interest will be payable at the Interest Rate calculated from the date on which payment should have been made to the date of actual payment, both dates inclusive;
  - 4.1.2.2 within 14 days of written demand all reasonable costs, charges and expenses including legal costs and disbursements and charges payable to a surveyor or the Managing Agent or other agent which have been properly incurred by the Landlord as a consequence of any application for consent made by the Tenant to the Landlord where the Tenant needs the consent under this Agreement (unless the Landlord has unreasonably withheld consent).
- 4.1.3 to the relevant supplier or authority:
  - 4.1.3.1 Council Tax or similar tax in respect of the Property or its occupants during the Term if applicable; and
  - 4.1.3.2 the licence fee for any television set in the Property regardless of whether it belongs to the Landlord or the Tenant.
- 4.2 The Tenant must hold a current Council Tax exemption certificate during the Term and must provide this to the Managing Agent within 7 Working Days of entering into this Agreement.
- 4.3 The Tenant is responsible for notifying the local authority responsible for the collection of Council Tax of the Tenant's liability for payment and must ensure payment of any Council Tax due if the Tenant ceases to be a full time student in higher education at any point during the Term.
- 4.4 Sums payable to the Landlord include Rent that is payable to the Managing Agent. Where the Tenant is responsible for paying additional sums to the Landlord under this **clause 4**, the Tenant must pay those sums to the Managing Agent if the Rent is payable to the Managing Agent.
- 4.5 If the Tenant breaches or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay all reasonable costs properly incurred by the Landlord in remedying such breaches and/or in connection with the enforcement of such obligations.
- 5. INSURANCE**
- 5.1 The Tenant must notify the Landlord as soon as reasonably practicable and give the Landlord all reasonable assistance in making a claim under the Landlord's insurance policies if damage to or destruction of the Property occurs that may give rise to a claim under those policies.
- 5.2 The Landlord must:
  - 5.2.1 insure the Building under comprehensive insurance policies subject to any exclusions and excesses that are usually imposed in residential insurance policies;
  - 5.2.2 use reasonable endeavours to arrange for any damage covered by the insurance policies to be remedied as soon as reasonably practicable; and
  - 5.2.3 offer temporary alternative accommodation, for any period during which the Tenant cannot occupy or gain access to the Property as a result of any damage covered by the insurance policies.
- 5.3 The Tenant must not breach any requirement of the insurers of the Property that have been notified in writing to the Tenant.

## **6. REPAIR AND MAINTENANCE**

### **6.1 The Tenant must:**

- 6.1.1 keep the inside of the Property (including shared areas of the Flat if applicable) in the state of repair and condition shown by the Schedule of Condition, fair wear and tear excepted;
- 6.1.2 clean the inside of the windows and glazed door panels in the Property at least once a month;
- 6.1.3 report to the Managing Agent as soon as possible any:
  - 6.1.3.1 broken or cracked windows and glass panels including those in any doors;
  - 6.1.3.2 fuses, light bulbs and fluorescent tubes that fail;
  - 6.1.3.3 Contents which are damaged, destroyed or lost;
  - 6.1.3.4 appliances, heating or extractor fans that are broken, damaged or are not working properly;
  - 6.1.3.5 plumbing, pipework or waste pipe issues or damages;
  - 6.1.3.6 faulty, broken or damaged locks or other means of access control in the Property and Building.
- 6.1.4 take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents and animal fleas. Where any infestation occurs as the result of action or inaction on behalf of the Tenant, and the Tenant is to be responsible for the appropriate costs in fumigating and cleaning any affected parts and for rectifying and removing the causes of any infestation.

### **6.2 The Tenant must not:**

- 6.2.1 alter the inside of the Property;
- 6.2.2 change the decor of the inside of the Property;
- 6.2.3 attempt to carry out any repairs to the Property;
- 6.2.4 install any cable, phone or internet services at the Property, including but not limited to installing any hardware, routers or booster devices;
- 6.2.5 drill into or form any hole in or otherwise interfere in any way with the walls and woodwork of the Property; or
- 6.2.6 erect or affix any brackets, hooks, pictures, paintings, objects or anything else to the walls of the Property or alter any which are attached to the walls or woodwork of the Property as at the date of this Agreement.

### **6.3 The Landlord must:**

- 6.3.1 maintain in good condition the outside and main structure of the Property, including drains, gutters and external pipes, and keep in repair and working order all appliances for:

- 6.3.1.1 the supply of water, gas and electricity;
- 6.3.1.2 sanitation, including basins, sinks, baths and sanitary conveniences;  
and
- 6.3.1.3 heating space and heating water; and
- 6.3.2 use all reasonable endeavours to arrange for the Common Areas to be kept clean, lit and heated and, in the case of a lift, operational, but the Landlord will not be liable to do so where matters beyond its reasonable control prevent the Landlord from complying with this obligation or, in the case of a lift, where routine repairs and maintenance are being carried out.

## **7. USE OF THE PROPERTY**

### **7.1 The Tenant must:**

- 7.1.1 use the Property only as a private residence for the Tenant personally and any Permitted Occupier;
- 7.1.2 whenever the Property is left unattended, ensure that all windows and doors are locked and bolted. If the Tenant intends to leave the Property unattended for a period exceeding one month, the Tenant must notify the Landlord in writing before doing so and comply with any proper and reasonable requirements of the Landlord relating to the security and safety of the Property and the Contents;
- 7.1.3 comply with any Regulations that have been supplied by the Landlord or the Managing Agent to the Tenant and/or are available on the Tenant's Online Account. The Tenant must read and consider any Regulations carefully. If the Tenant is in doubt as to their meaning, the Tenant should take advice from a solicitor or a Citizens' Advice Bureau as non-compliance with the Regulations can allow the Landlord to end this Agreement and repossess the Property;
- 7.1.4 take all reasonable precautions to prevent damage to the inside of the Property, the Contents and the pipes within the Property from frost, freezing and by condensation; and
- 7.1.5 keep safe the keys and any security device for the Property.

### **7.2 The Tenant must not:**

- 7.2.1 carry on any profession, trade or business at the Property;
- 7.2.2 register a company at the address of the Property;
- 7.2.3 do anything at the Property or the Common Areas which is illegal or immoral or which creates an unreasonable disturbance or annoyance to the Landlord or to the occupiers of the remainder of the Building or of any adjoining property. This includes ensuring that the noise caused by the playing of any instrument or the use of mechanical or electrical equipment cannot be heard outside the Property at any time;
- 7.2.4 keep any flammable liquids on the Property (apart from properly stored fuel and reasonable quantities of domestic cleaning materials);
- 7.2.5 display, affix or hang any objects or notices on the outside of the Property or display any notices in the windows of the Property;



- 7.2.6 block the sinks, baths, lavatories, cisterns, drains or pipes in the Property, allow them to overflow or pour any damaging oil, grease or other harmful or corrosive substances into them;
- 7.2.7 overload the electrical circuits serving the Property;
- 7.2.8 park any vehicle on any approaches, private roads, access ways or other Common Areas except as notified by the Managing Agent from time to time;
- 7.2.9 permanently remove any of the Contents from the Property or store the Contents in any part of the Property where there is an increased risk of damage to them whether by frost, damp or any other cause;
- 7.2.10 do anything on the Property or permit or allow invited guests or visitors to do anything on the Property that would cause any damage to or destruction of the Property or the Contents;
- 7.2.11 smoke cigarettes, pipes, tobacco or any other substance or vape anywhere in the Property, the Building (including on any balcony) or on any outdoor areas immediately surrounding the Property or the Building;
- 7.2.12 consume any drugs or other substance which are, or become, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances;
- 7.2.13 change any of the locks of the Property;
- 7.2.14 tamper, interfere with, alter or add to the meters or installations within or serving the Property and which relate to the provision of Utilities;
- 7.2.15 keep any pet or other animal in the Property, other than a registered service animal. A registered service animal must not be kept in the Property without the prior written consent of the Landlord or the Managing Agent and such consent will be conditional on the following:
  - 7.2.15.1 at the end of the Term the Tenant must arrange at the Tenant's expense for all the carpets to be cleaned and, if appropriate, flea treated and to rectify any damage to the Property that the pet has caused; and
  - 7.2.15.2 the Landlord or the Managing Agent can revoke its consent at any time should the pet be a nuisance or annoyance or cause damage to the Landlord or the Managing Agent, occupiers of the Building or occupiers of the adjoining buildings to the Property or the Building;
  - 7.2.15.3 any other reasonable conditions which the Landlord or the Managing Agent impose;
- 7.2.16 undertake any form of cooking or heating of food, including the use of barbeques, on the Terrace or in Common Areas or use the Terrace or Common Areas for any unreasonable purpose. This excludes the reasonable use of designated cooking areas within the Common Areas. If the Tenant commits any breach of this **clause 7.2.16**, the Landlord can immediately withdraw the Tenant's access to the Terrace by confiscation from the Tenant of all keys providing access to the Terrace;
- 7.2.17 invite more than 2 guests to be at the Building at any one time without first obtaining the Managing Agent's written consent;

- 7.2.18 allow any visitor to stay overnight except for one visitor at a time in the Property and for a maximum of 3 nights in a 7 night period;
  - 7.2.19 burn incense, light oil lamps or candles, or use anything else that smoulders or has a naked flame, inside the Property or the Building;
  - 7.2.20 obstruct corridors, stairwells, or fire escapes in the Building;
  - 7.2.21 leave invited guests or visitors unattended in the Property or the Building; and
  - 7.2.22 bring electrical items into the Property or the Building unless they have been PAT tested and comply with current British standards and statutory regulations.
- 7.3 The Tenant must endeavour not to adversely affect the environmental performance of the Building and must endeavour to be environmentally responsible and minimise the Tenant's impact by:
- 7.3.1 utilising any equipment provided in the way in which it was designed to be utilised;
  - 7.3.2 following the "Sustainable Living Guide" and other environmental guidelines from time to time set by the Landlord or the Managing Agent which are intended to measure, monitor and improve the environmental performance of the Building, details of which are available on the Landlord's or the Managing Agent's website and/or provided in the Online Account;
  - 7.3.3 following the waste management procedures (including waste segregation and recycling provisions) implemented in the Building;
  - 7.3.4 appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items; and
  - 7.3.5 engaging with the Landlord and the Managing Agent to comply with reasonable requests relating to environmental performance matters, to include sharing information as to actions taken by the Tenant in the implementation of this **clause 7.3**.

## **8. ASSIGNMENT AND UNDERLETTING**

- 8.1 The Tenant must not:
- 8.1.1 assign, sublet, charge or part with possession of the whole or any part of the Property except in accordance with the terms of this Agreement;
  - 8.1.2 share occupation of the Property with any person other than any Permitted Occupier; or
  - 8.1.3 take in lodgers or paying guests.
- 8.2 The Tenant can assign this Agreement with the prior written consent of the Landlord to another person (the "Assignee"). The Landlord cannot unreasonably withhold or delay its consent if:
- 8.2.1 the Assignee provides necessary information and documentation which is acceptable to the Landlord (acting reasonably) to confirm that the Assignee is a full time student in higher education; and
  - 8.2.2 where reasonably required by the Landlord, the obligations of the Assignee are guaranteed by a person acceptable to the Landlord (acting reasonably).
- 8.3 If the Tenant lawfully assigns this Agreement, the Tenant:

- 8.3.1 will not be liable for any breach of the Tenant's obligations under this Agreement after the date of assignment; and
- 8.3.2 must provide the Landlord with a forwarding address.

## **9. END OF THE AGREEMENT**

- 9.1 When this Agreement ends, the Tenant must:
  - 9.1.1 leave the Contents in the rooms in which they were at the start of this Agreement;
  - 9.1.2 give to the Landlord all keys to the Property;
  - 9.1.3 vacate the Property and remove all the Tenant's personal belongings from the Property;
  - 9.1.4 ensure that the Property and the Contents are clean and tidy and are in the condition required by this Agreement;
  - 9.1.5 remove all the Tenant's refuse and rubbish from the Property and ensure that it is stored outside in proper receptacles; and
  - 9.1.6 provide the Landlord with a forwarding address.
- 9.2 If the Tenant has not removed all of its personal belongings from the Property within one week after the end of this Agreement:
  - 9.2.1 the Landlord can dispose of those belongings as the Tenant's agent and the Landlord must pay the disposal proceeds to the Tenant.
- 9.3 The Tenant will be allowed to attend any inspection of the Property made by the Managing Agent at the end of this Agreement and the Landlord must give the Tenant reasonable notice of the date and time at which the inspection will take place.
- 9.4 Delivering up vacant possession of the Property in accordance with the terms of this Agreement will not affect the Landlord's rights and remedies in relation to any unpaid Rent and/or breaches of any of the Tenant's obligations contained in this Agreement.

## **10. ENDING THE AGREEMENT**

- 10.1 This Agreement may be ended, and the Landlord entitled to recover possession of the Property, in any of the following ways:
  - 10.1.1 Automatically upon the death of the Tenant;
  - 10.1.2 by written agreement between the parties;
  - 10.1.3 by the Tenant giving to the Landlord not less than one months' prior written notice to terminate on the Term End Date;
  - 10.1.4 by the Landlord serving notice on the Tenant to the effect that this Agreement will come to an end on the date when it is due to expire in terms of this Agreement;
  - 10.1.5 by the Landlord serving notice on the Tenant, which the Landlord will be entitled to do on one or more of the following grounds, in which event this Agreement shall end on the date specified in such notice:

- 10.1.5.1 the Rent or any part of it is unpaid for more than fourteen (14) days after it is due, whether formally demanded or not;
  - 10.1.5.2 any other sum due by the Tenant is not paid within fourteen (14) days after demand for payment;
  - 10.1.5.3 the Tenant is in breach any of its obligations in, or the conditions of, this Agreement;
  - 10.1.5.4 the Tenant becomes bankrupt;
  - 10.1.5.5 the Tenant leaves the Property vacant or unoccupied for any continuous period of more than one month without giving reasonable prior written notice to the Landlord;
  - 10.1.5.6 the Tenant is considered a nuisance to neighbours or other tenants and has received complaints concerning their conduct; or
  - 10.1.5.7 or on any other ground contained in the Housing (Scotland) Act 1988 as amended on any other statutory or common law grounds available to recover possession of the Property.
- 10.1.6 The Landlord may terminate the tenancy and recover possession of the Property. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the tenant's obligations under the Agreement.

## **11. NOTIFICATIONS**

- 11.1 This Agreement is a legally binding document. Signing means that the Tenant has read, understands and agrees to be bound by the terms stated in this Agreement. If the Tenant does not understand anything in this Agreement, it is strongly suggested that he/she/they seeks advice from a solicitor or Citizens' Advice Bureau.
- 11.2 To encourage and raise awareness of sustainable living and environmental sustainability, the Landlord and the Managing Agent may from time to time (as they see fit) share with the Tenant and the other tenants of the Building environmental performance data held for the Building, including information on energy consumption and water use, waste production and recycling and how that compares with then current environmental initiatives and performance targets for the Building.

## **12. NOTICES**

- 12.1 The Landlord's name and address to be used by the Tenant for all notices, including those in legal proceedings, until the Tenant receives written notification of a different name or address for the Landlord is the Landlord's name and the Building address as set out in the definitions of this Agreement.
- 12.2 Any notices served by the Landlord on the Tenant must be in writing and will be deemed to have been served if sent by email, recorded or first class post to, or left at, the Property or the Tenant's last known address in the United Kingdom.
- 12.3 Any notice served by the Tenant on the Landlord must be in writing and given to the Landlord at the Landlord's address referred to in **clause 12.1**. Unless it is returned through the Post Office as undelivered, a notice will be deemed to have been served on the third Working Day after it is posted if sent by recorded or first class post.
- 12.4 The Tenant must give the Landlord a copy of any document or communication relating to the Property received by the Tenant as soon as reasonably practicable after receipt if that document

or communication contains information relevant to the Landlord or imposes obligations that that relate to the Landlord's responsibility under this Agreement.

### 13. GUARANTOR

- 13.1 The Guarantor guarantees to the Landlord that the Tenant will pay the Rent (including any variations to increase the Rent) and comply with the Tenant's obligations in this Agreement.
- 13.2 If the Tenant breaches the terms of this Agreement, the Guarantor agrees that the Landlord can make a claim under this guarantee and indemnity without first making a claim against the Tenant.
- 13.3 The obligations of the Guarantor are not to be released by:
- 13.3.1 any reasonable delay by the Landlord in enforcing the Tenant's obligations under this Agreement or any time allowed by the Landlord for their performance; or
- 13.3.2 the Tenant dying.

### 14. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

#### SUBSCRIBED by the **TENANT**

Tenant Signature: ##\_Tenancy\_Signature\_Tenant>#

Tenant Name: ##\_Tenants\_First\_Name># ##\_Tenants\_Surname>#

Date: ##\_Tenancy\_Signed\_Date\_Tenant>#

#### SUBSCRIBED by the **GUARANTOR**

Guarantor Signature: ##\_Tenancy\_Signature\_Guarantor>#

Guarantor Name: ##\_Guarantor\_First\_Name># ##\_Guarantor\_Surname>#

Date: -##\_Tenancy\_Signed\_Date\_Guarantor>#

SUBSCRIBED by **HOST STUDENT HOUSING MANAGEMENT (UK) LIMITED** as duly authorised agents for and on behalf of the **LANDLORD**

Authorised Signature: ##\_Tenancy\_Signature\_Landlord>#

Date: -##\_Tenancy\_Signed\_Date\_Guarantor>#