

Host.

Where students are at home.

COMMON LAW TENANCY AGREEMENT (STUDENT ACCOMMODATION)

- FIXED TERM

This Agreement Dated: **[Booking Date]**

between:

Landlord Name

(The 'Landlord')

and

Tenant's Name

(The 'Tenant')

and

Guarantor's Name (if applicable)

(The 'Guarantor')

relating to a **[Room Type or Studio Type]**
at **Building Name, Building Address**

DEFINITIONS

Date	[Booking Date]
Landlord	Name: Company Number: Address:
Tenant	First Name: Surname:
Guarantor	First Name: Surname: Address:
Managing Agent	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
Property	a [Room Type or Studio Type]
Building	Building Name: Building Address:
Room	a study-bedroom within a Flat for the exclusive use of the Tenant, which will be allocated to the Tenant prior to the Term Start Date
Flat	a shared flat within the Building 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
Studio	a studio room within the Building comprising of a single room with a bed, bathroom, kitchen and living space, which will be allocated to the Tenant prior to the Term Start Date
Common Areas	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: <ul style="list-style-type: none"> a) which provide access to and between the Property; b) entrance hall, staircases and passageways; c) reception; d) visitor toilets; e) post rooms; f) lifts; g) paths and access roads; h) refuse disposal areas; i) laundry rooms; j) courtyard and landscaped areas; k) gardens, roof terraces and balcony areas; and l) common rooms or amenity spaces available as advertised at the Property.
Contents	any equipment, furniture, and other items listed in the Inventory

Energy Performance Certificate	a certificate as defined in regulation 2(1) of the EPC Regulations										
EPC Regulations	Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)										
Interest Rate	3% above the Bank of England base rate										
Inventory	the inventory of contents available with this Agreement on the Tenant's Online Account										
Online Account	the Managing Agent's portal, styled as the 'Host Online Account' at www.host-students.com (as well as the resident's app) 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										
Permitted Occupier	First Name: Surname:										
Private Balcony	any terrace or balcony linked to the Property and which is designed to be used by the occupants of the Property										
Regulations	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										
Rent	£ [x] per week £ [x] in total										
Rent Days	<table border="1"> <thead> <tr> <th>Due on reservation</th> <th>Advanced Rent Amount</th> </tr> </thead> <tbody> <tr> <td>01/08/2026</td> <td>1st Instalment Amount</td> </tr> <tr> <td>28/09/2026</td> <td>2nd Instalment Amount</td> </tr> <tr> <td>13/01/2027</td> <td>3rd Instalment Amount</td> </tr> <tr> <td>14/04/2027</td> <td>4th Instalment Amount</td> </tr> </tbody> </table>	Due on reservation	Advanced Rent Amount	01/08/2026	1 st Instalment Amount	28/09/2026	2 nd Instalment Amount	13/01/2027	3 rd Instalment Amount	14/04/2027	4 th Instalment Amount
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28/09/2026	2 nd Instalment Amount										
13/01/2027	3 rd Instalment Amount										
14/04/2027	4 th Instalment Amount										
Schedule of Condition	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										
Term	[x] no. weeks being the period from and including the Term Start Date to and including the Term End Date										
Term Start Date	[Tenancy Start Date]										
Term End Date	[Tenancy End Date]										
Utilities	electricity, gas or other fuel, water, sewerage or telecommunications services serving or consumed at the Property										
Water Rates	water and drainage charges for the Property										
Working Day	a day when the UK clearing banks are open for business in the City of London										

THIS AGREEMENT is made on the date set out at the head of this Agreement between:

- (1) the Landlord; and
- (2) the Tenant; and
- (3) the Guarantor.

1. **INTERPRETATION**

In this Agreement:

1.1 references to:

- 1.1.1 the Landlord, include the person holding the immediate reversion from time to time;
- 1.1.2 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;
- 1.1.3 an Act of 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;
- 1.1.4 clauses, Schedules and Annexures are to the clauses, Schedules and Annexures to this Agreement;

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

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

1.4 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

1.5 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.

2. **BACKGROUND**

2.1 This Agreement is governed by the common law and pursuant to Schedule 1 paragraph 8 of the Housing Act 1988 is not an assured tenancy.

2.2 The Managing Agent is a member of the ANUK/Unipol Code of Standards for Larger Developments (approved on 27 February 2026) and has been appointed [to act on the Landlord’s behalf in respect of this Agreement] [by the Landlord to discharge management functions in respect of the Building in which the Property is situated].

2.3 If this Agreement is signed when you are under 18 years of age, the Agreement will as a matter of law take effect as a licence to occupy until such date as you become 18.

3. LETTING AND TERM

- 3.1 The Landlord lets the Property, the Private Balcony (if applicable) and the Contents to the Tenant at the Rent for the Term. The Tenant is first entitled to take possession of the Property on the Term Start Date.
- 3.2 The Landlord will not prevent the Tenant from using and enjoying the Property and the Contents throughout the Term unless it has a lawful reason for doing so.
- 3.3 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 (as amended from time to time) where applicable.
- 3.4 The Tenant must at all times during the Term be pursuing a full time course of study in an educational institution specified by the Assured and Protected Tenancies (Lettings to Students) Regulations 1998/1967 (as amended from time to time). The Tenant will inform the Managing Agent immediately if the Tenant ceases to be pursuing such a course of study.
- 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 Tenant agrees to review and complete the inventory provided via their Online Account within 7 Working Days of the Term Start Date. The Tenant must ensure that any comments, amendments or discrepancies are submitted to the Managing Agent in writing within this 7 Working Day period.
- 3.8 If the Tenant fails to complete and submit the inventory within the timeframe specified at **clause 3.7**, the inventory will be deemed to be accurate and accepted by the Tenant in its entirety, and it may be relied upon by the Landlord as a true record of the condition and contents of the Property on the Term Start Date.
- 3.9 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.
- 3.10 The Tenant has the right, shared with the Landlord and other occupiers of the Building, to use the Common Areas of the Building.
- 3.11 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:
- 3.11.1 where access to the Property is reasonably necessary to carry out the works:
- 3.11.1.1 repair or paint the outside of the Property or the Building; and
- 3.11.1.2 carry out any structural or other necessary repairs to the Property or the Building;

- 3.11.2 attend to any health and safety or fire safety concern at the Property;
- 3.11.3 examine the state and condition of the Property and the Contents;
- 3.11.4 clean the external windows of the Property; and
- 3.11.5 show the Property to prospective mortgagees, tenants or buyers.

3.12 The Landlord must act reasonably when exercising the rights in **clause 3.11**.

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 or the Managing Agent (as applicable):

4.1.2.1 on demand interest in relation to any amount of Rent 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 falling immediately after 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:

(a) all reasonable costs, charges, expenses and other damages 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 the Tenant's breach of this Agreement;

(b) where the Tenant has requested a variation, assignment or novation of this Agreement £50 or, if greater, the reasonable costs of the Landlord or Managing Agent incurred in dealing with the Tenant's request;

(c) the reasonable costs incurred (as evidenced in writing) in relation to the Tenant's loss of a key or other security device giving access to the Property, including the costs of callouts made by third party keyholding or security services.

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.

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;
 - 6.1.3.7 mould or damp visibly present in the Property;
 - 6.1.3.8 faulty, broken or damaged smoke or heat alarms and any other fire safety equipment in the Property.
- 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;
 - 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; or
 - 6.2.7 tamper or otherwise interfere with fire or life safety systems present in the Property or Building.
- 6.3 The Landlord must, to the extent required by the Landlord and Tenant Act 1985:
- 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 proper 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 harass anyone for any reason so that anyone in the Building is offended and cannot live there peacefully;
- 7.2.5 keep any inflammable liquids on the Property (apart from properly stored fuel and reasonable quantities of domestic cleaning materials);
- 7.2.6 display, affix or hang any objects or notices on the outside of the Property or display any notices in the windows of the Property;

- 7.2.7 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;
- 7.2.8 overload the electrical circuits serving the Property;
- 7.2.9 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;
- 7.2.10 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;
- 7.2.11 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 or be a breach of this Agreement. The Tenant will at all times be responsible for the behaviour and actions of any invited guests or visitors to the Property or the Building;
- 7.2.12 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;
- 7.2.13 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;
- 7.2.14 change any of the locks of the Property;
- 7.2.15 tamper, interfere with, alter or add to the meters or installations within or serving the Property and which relate to the provision of Utilities;
- 7.2.16 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:
 - 7.2.16.1 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
 - 7.2.16.2 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;
 - 7.2.16.3 any other reasonable conditions which the Landlord or the Managing Agent impose;
- 7.2.17 undertake any form of cooking or heating of food, including the use of barbeques, on any Private Balcony or in any Common Areas or use any Private Balcony or any 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 7.2.17**, the

Landlord can immediately withdraw the Tenant's access to parts of the Common Areas, such as terraces and gardens, by confiscation from the Tenant of all keys providing access to such areas (subject to the Tenant still being able to access the Property);

- 7.2.18 invite more than 2 guests to be at the Building at any one time without first obtaining the Managing Agent's written consent;
 - 7.2.19 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;
 - 7.2.20 burn incense, light oil lamps or candles, or use anything else that smoulders or has a naked flame, inside the Property or the Building;
 - 7.2.21 obstruct corridors, stairwells, or fire escapes in the Building;
 - 7.2.22 leave invited guests or visitors unattended in the Property or the Building; and
 - 7.2.23 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 Landlord reserves the absolute right to restrict, refuse, or withdraw permission for any guest or visitor to enter or remain at the Property at any time, including imposing temporary or permanent bans on specific individuals. The Tenant must comply with any such restriction or ban, and any breach will be treated as a breach of this Agreement.
- 7.4 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:
- 7.4.1 utilising any equipment provided in the way in which it was designed to be utilised;
 - 7.4.2 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;
 - 7.4.3 following the waste management procedures (including waste segregation and recycling provisions) implemented in the Building;
 - 7.4.4 appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items; and
 - 7.4.5 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 7.4**.

8. ASSIGNMENT AND UNDERLETTING

- 8.1 The Tenant must not:

- 8.1.1 assign, underlet, 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 the belongings as the Tenant's agent; and
 - 9.2.2 the Landlord must pay the disposal proceeds to the Tenant after deducting its reasonable and proper costs of disposing of such belongings.

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.

10. **ENDING THE AGREEMENT**

10.1 The Landlord is entitled to end this Agreement and take back possession of the Property if:

10.1.1 the Rent is not received in full within 14 days of the date on which it should have been paid, even if it has not been formally demanded;

10.1.2 the Tenant breaks any of the terms of this Agreement;

10.1.3 the Tenant becomes bankrupt; or

10.1.4 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.

If the Landlord seeks to end this Agreement under this **clause 10.1**, the Tenant should seek advice from a solicitor or Citizens' Advice Bureau as to the Tenant's rights and the circumstances in which the Court can allow the Landlord to repossess the Property.

10.2 This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

10.3 If the Landlord re-enters the Property pursuant to this clause then this Agreement shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

10.4 **Ending this Agreement due to withdrawal from higher education**

10.4.1 The Tenant is entitled to end this Agreement if the Tenant has withdrawn from or been excluded from or refused admission to their educational institution or if the Tenant has been absent from their course for more than 60 days due to illness and has agreed with their educational institution to suspend their studies. In such circumstances, the Tenant must:

10.4.1.1 give at least 4 weeks' written notice (the "**Notice**") to the Managing Agent of the Tenant's intention to end this Agreement;

10.4.1.2 state the Tenant's intended date of departure from the Property in the Notice;

10.4.1.3 provide with the Notice evidence which is reasonably satisfactory to the Managing Agent of the Tenant's non-student status or their suspension from their studies due to illness (such as in the form of a confirming letter from the educational institution); and

10.4.1.4 move out of the Property on or before the departure date stated in the Notice.

10.4.2 If the Tenant provides the Managing Agent with a written notice under this **clause 10.4**, the Managing Agent must notify the Tenant as soon as the Managing Agent becomes aware of any defect in the Notice or evidence and give the Tenant a reasonable opportunity to correct it.

10.4.3 The Managing Agent is permitted to market the Property once the determination of this Agreement has been accepted. Re-marketing of the Property will be completed in line with the Managing Agent's re-marketing process as defined in the Regulations.

11. NOTIFICATIONS

11.1 The Tenant acknowledges that it has received:

11.1.1 a gas safety certificate for the Property (where applicable);

11.1.2 a record of electrical inspections for the Property; and

11.1.3 an Energy Performance Certificate for the Property;

from the Landlord prior to the date of this Agreement.

11.2 To encourage and raise awareness of sustainable living and environmental sustainability, the Landlord and the Managing Agent will 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 For the purposes of sections 47 and 48 Landlord and Tenant Act 1987, 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. **DATA PROTECTION**

The Managing Agent will comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to any personal/identifiable data collected from the Tenant, Permitted Occupier and any visitors.

14. **GUARANTOR**

14.1 The Guarantor guarantees to the Landlord that the Tenant will pay the Rent, as specified at **clause 4** within 14 days of written demand, (including any variations to increase the Rent) and comply with the Tenant's obligations in this Agreement.

14.2 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.

14.3 The obligations of the Guarantor are not to be released by 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.

15. **SIGNING**

The Landlord, the Tenant and the Guarantor have signed this Agreement on the date set out at the head of this Agreement.

SAMPLE ONLY

SIGNED by the **TENANT**

Tenant Signature:	
Tenant Name:	
Date:	

SIGNED by the **PERMITTED OCCUPIER**

Permitted Occupier Signature:	
Permitted Occupier Name:	
Date:	

SIGNED by the **GUARANTOR**

Guarantor Signature:	
Guarantor Name:	
Date:	

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

Authorised Signature:	
Date:	