

## ASSURED SHORTHOLD TENANCY AGREEMENT

Academic Year 2022 – 2023

When you accept your offer electronically, or sign the tenancy agreement and we countersign it, a legally binding contract is formed between you and the Landlord. Even if you do not sign the tenancy agreement/accept the accommodation offer electronically, if you accept the keys for the Accommodation you will occupy it on the terms set out in this tenancy agreement.

This tenancy agreement incorporates Student Roost's Cancellation Policy, which is available to view and download at [www.studentroost.co.uk/cancellation-policy](http://www.studentroost.co.uk/cancellation-policy).

### Definitions and Interpretation

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

|               |   |
|---------------|---|
| Accommodation | Ensuite Bronzeor such other accommodation owned by the Landlord as the Tenant may occupy from time to time.   |
| Building      | Myrtle Court<br>The word "Building" includes the Accommodation as well as Common Parts and areas for shared use.  |
| Cluster Flat  | A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom, living area and access ways for the shared use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) where the Accommodation is situated.  |
| Common Parts  | All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, any gym, tv rooms, study rooms, communal lounges, cinema rooms, hosting kitchens, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants. |
| Contents      | Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building).  |
| Deposit       | £250.00   |
| Fees          | The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.   |
| Guarantor     | The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement.  |
| Inventory     | The inventory of the Accommodation provided by the Landlord to the Tenant.  |
| Landlord      | PBSA Myrtle Court UK Ltd (company number 10588509) whose registered office address is at Charles House, 8 <sup>th</sup> Floor, 148 Great Charles Street, Birmingham B3 3HT.   |

|                 |  |
|-----------------|--|
| Rent            | <del>£1,517.00</del> for the Tenancy Period (equivalent to £125.00 per week).  |
| Rent Dates      | <p>The Rent is payable at the frequency chosen by the Tenant during the booking process and recorded in the Tenant's account with the Landlord;</p> <p>If rent is payable monthly, the Rent Dates are the first day of each calendar month. The amount of each monthly payment will be calculated by the number of days in that calendar month; therefore, the monthly payments will not be in equal amounts. The first month's Rent will cover the period from the start of the Tenancy Period to 31 October 2022 inclusive. If the Tenancy Period starts after 31 October 2022, the first month's Rent will cover the period from the start of the Tenancy Period to the end of the next calendar month.</p> <p>If rent is payable termly, the Rent Dates are:<br/> 01 Oct 2022<br/> 01 Feb 2023<br/> 28 April 2023</p> <p>If the Tenancy Period is for 51 weeks, there will be an additional Rent Date of 01 July 2023.</p> <p>Each termly payment will be calculated by the number of days in the relevant term, therefore the termly payments will not be in equal amounts.</p> <p>The first term's Rent will cover the period from the start of the Tenancy Period to 31 January 2023 inclusive. If the Tenancy Period starts after 31 January 2023, the first Rent payment will cover the period from the start of the Tenancy Period to the end of the current term.</p> <p>If Rent is payable annually the Rent Date is 1 October 2022.</p> |
| Services        | <p>maintenance (including external window cleaning), repair and insurance of the Building;</p> <p>cleaning and lighting of the Common Parts;</p> <p>hot and cold running water supply to Studios and Cluster Flats;</p> <p>electricity and gas supply to Studios and Cluster Flats;</p> <p>insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant;</p> <p>disposal of rubbish deposited in proper receptacles provided in the Building; and</p> <p>security of the Building.</p>   |
| Studio          | A self-contained studio apartment in the Building.   |
| Tenant          | <del>XXXXXXXXXX</del>  |
| Tenancy Period  | The period starting at 12:00 PM (UK time) on <del>20/09/2022</del> 2022 and ending at 10:00 AM (UK time) on <del>19/09/2023</del>  |
| Tenant's Rights | <p>to use the Common Parts outside Cluster Flats (subject to clause 4.37 below);</p> <p>if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat;</p> <p>to use the Contents allocated to the Accommodation, for their intended purpose; and</p> <p>to have the Services provided.</p> <p>Use of the Common Parts and the Contents in them is shared with the other residents who are entitled to use them.</p>   |

Words indicating a male gender include females; words in the singular include the plural and vice versa.

Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email. It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and, where the Landlord considers it reasonable to seek such permission, is not able to easily obtain it.

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

### **Guarantor**

The Tenant will within five (5) working days of submitting their signed tenancy agreement (irrespective of whether the Tenant has signed the tenancy agreement or agreed it electronically) to the Landlord procure that the Guarantor provides a signed guarantee in the Landlord's standard form.

The Landlord may, in its reasonable discretion, waive the requirement (or any of the requirements specified in clause 2.3 below) for the Tenant to procure a guarantor.

The Landlord is entitled to insist on a replacement guarantor if, at any time, the Guarantor does not satisfy the following requirements:

over the age of 18; and

in full time employment; and

a homeowner/or renting accommodation.

If the Tenant does not provide the signed guarantee within five (5) working days of submitting their signed tenancy agreement the Landlord may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, this tenancy agreement will end when that person signs their tenancy agreement and provides to the Landlord a signed guarantee from their guarantor. Until the Accommodation is booked and guaranteed by someone else, the Tenant will remain liable for the Rent and Fees (if any) due under this tenancy agreement.

### **Agreement to Grant and Take a Tenancy**

Subject to the provisions of Clause 3.3, the Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation. This tenancy agreement incorporates all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Landlord's website, [www.studentroost.co.uk](http://www.studentroost.co.uk).

Where a person has been provided with a copy of this tenancy agreement but does not sign it or agreed it electronically and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.

This tenancy agreement is conditional upon the Tenant:

remaining a registered student in full time education at an institution of further and/or higher education (as defined by statute) throughout the duration of the Tenancy Period; and

not having any unspent criminal convictions; and

not having any rent arrears under any prior tenancy agreement with the Landlord or any member of its group.

If the Tenant breaches any of these conditions the Tenant will be in breach of this tenancy agreement, although such a breach will not allow the Tenant to terminate or avoid liabilities under this tenancy agreement.

### **Tenant's Rights and Obligations**

To pay the Rent in advance on the Rent Dates and in accordance with the payment plan chosen by the Tenant during the booking process.

To pay the Deposit as security for the performance of the Tenant's obligations under the tenancy agreement.

To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this tenancy agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary all reasonable legal costs, judgment enforcement costs and debt collection costs).

Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT:

the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor; and

damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.

#### Council Tax

Unless it is the local authority's policy not to issue them, to hold a current council tax exemption certificate and produce it to the Landlord within seven (7) days of the Landlord's request; and

To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building or a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.5.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

To obtain and pay for a television licence for the Accommodation.

To keep the Accommodation and its Contents in a clean and tidy condition. Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. Not to do anything which makes the Common Parts dirty or untidy or which damages them. The Landlord may carry out inspections to ensure compliance with this clause but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within fourteen (14) days of the Landlord's invoice for them and shall be liable to pay interest on any late payments. A list of damage and cleaning charges is available from the Landlord on request.

Not to install any telephone, satellite, cable or similar telecommunications services to the Accommodation, nor affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to the exterior or any part of the Building.

To check the Inventory and report any discrepancy to the Landlord within three (3) working days of the Tenant taking occupation of the Accommodation.

#### Contents

Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

To use the Contents carefully and not damage them;

To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear or recovered on the Landlord's insurance). A list of damage and cleaning charges is available from the Landlord on request; and

To leave the Contents in their approximate original positions at the end of the Tenancy Period.

**Not to remove anything which is attached to any part of the Building.**

**Not in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents.**

Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.

Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with the other occupiers of the Cluster Flat.

Promptly to report to the Landlord any failure of the Services and/or any damage to the Contents or the Building or any part of it.

Not to bring any large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.

Not to obstruct corridors or fire escapes or tamper with fire prevention systems (such as (without limitation) fire extinguishers, fire doors and smoke detectors) and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk.

Not to use designated fire escapes except for the purpose of emergency escape.

Not to possess or use in or near the Building any weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items that are being used as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.

In this clause and clause 4.33.6 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:

not to make any duplicate keys or change any locks at the Building;

if the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 7.1. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;

if at the end of the tenancy the Tenant does not return all keys to the Landlord, the Landlord may change the locks and charge the Tenant the proper and reasonable cost of doing so.

Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 6 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.

Not to assign or sublet the Accommodation (or any part of it) or share occupation of the Accommodation (or any part of it) under any circumstances. This includes renting out the Accommodation (or any part of it) on Airbnb or any similar online letting sites or through a letting agent.

To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.

To notify the Landlord if the Accommodation will be left unoccupied for more than one month.

To only use the Accommodation as follows:

where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy; and

where the Accommodation is a Studio, to use the Accommodation as a private residence only.

Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.

Not to cause any nuisance, offence, disruption, harassment, annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 6).

Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11:00 PM (UK time) and 8:00 AM (UK time) is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.

Not to possess, use, supply or deal in stolen goods, controlled drugs or "legal highs". Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.

Not to smoke (including using "e-cigarettes" or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).

To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required but will be entitled to have immediate access in an emergency or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement.

At the end of the Tenancy Period:

to give the Landlord vacant possession;

to clean the Accommodation;

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

to make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;

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

to return to the Landlord all keys by 12:00 PM (UK time) on the last day of the Tenancy Period; and

if the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory and left in their original positions, and leave the Common Parts in good re-lettable condition.

Not to light candles, joss-sticks, Shisha pipes or any portable gas or oil burning fires or other fuel burning appliances in any part of the Building.

Not to keep, store or use deep fat fryers and/or chip pans.

To notify the Landlord promptly if a pest infestation is found in the Accommodation or in any of the Common Parts and to pay (within fourteen (14) days of the Landlord's invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor, and replacement or repair of any furnishings damaged or contaminated by the infestation.

To abide by any specific rules for the Common Parts which are displayed in the Common Parts or separately agreed with the Tenant, including (but not limited to) any social distancing measures which may be introduced into the Building from time to time.

For the avoidance of doubt, the Rent payable by the Tenant is in consideration for the Accommodation. Whilst the Tenant has the right to access Common Parts, these are not guaranteed to always be available to the Tenant. Restriction in access to the Common Parts will not afford the Tenant any reduction in the Rent.

Not to run a business or carry out any trade or profession of any kind from the Accommodation or any other part of the Building.

Not to cause, or allow 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 (but are not limited to) not properly disposing of rubbish and inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, 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, or socio-economic status.

Not to use the Accommodation, the Cluster Flat or the Building for any improper, immoral or illegal purpose.

If the Tenant breaches its obligations or any other term of this tenancy agreement, the Landlord reserves the right to (and the Tenant expressly consents that the Landlord may) inform the Guarantor, the academic establishment at which the Tenant is a registered student and any other relevant authorities of the circumstances of the breach.

The Tenant is entitled to the Tenant's Rights.

### **Landlord's Obligations**

To provide the Services (subject to the Tenant paying any applicable Fees).

Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

The Landlord will protect the Deposit in an approved Tenancy Deposit Protection Scheme. Confirmation that the Deposit has been protected will be sent to the Tenant within the required timescale. Subject to clause 5.4, the Deposit, or the relevant amount of the Deposit, will be returned to the Tenant following the end of the Tenancy Period in accordance with the terms of the Tenancy Deposit Protection Scheme. Where the Tenant requests the Deposit (or balance of it) be sent to an overseas bank account the Landlord shall be entitled to deduct the cost of the banking fee and transfer fee incurred by the Landlord from the Deposit payment. If the Tenant has entered this tenancy agreement as a second or subsequent tenancy and the Landlord has agreed to roll over the deposit, the Tenant agrees that the Landlord may retain the deposit relating to the Tenant's current tenancy at the end of that tenancy and hold it as the Deposit for this new tenancy agreement. The Landlord will continue to protect the rolled over deposit in the Landlord's chosen Tenancy Deposit Protection Scheme.

Subject to the rules of the Tenancy Deposit Protection Scheme, the Landlord shall be entitled to use the Deposit (or a proper proportion of it) or invoice the Tenant for:

any damage, or compensation for damage, to the Accommodation and a share of any damage or compensation for damage to the Common Parts and their respective Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, damage by insured risks and repairs that are the responsibility of the Landlord;

the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying, any breach by the Tenant of the Tenant's obligations in this tenancy agreement, including those relating to the cleaning of the Accommodation and the Common Parts and their respective Contents;

any unpaid accounts for utilities or other similar services or Council Tax incurred on the Accommodation, Cluster Flat and/or Building for which the Tenant is liable;

any Rent, Fees or other money due or payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy; and

any loss arising as a result of any breach by the Tenant of their obligations in this tenancy agreement (including any non-payment of any sum which the Tenant should have paid and the Landlord's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).

At the end of the Tenancy Period the Tenant will be given the opportunity to attend a check-out inspection with the Landlord with a view to agreeing what (if any) deductions the Landlord will be entitled to make from the Deposit.

The Landlord's liability for loss or damage to person or property is excluded to the fullest extent permitted by law unless the loss or damage is caused by (respectively) the Landlord's negligence, breach of statutory duty or breach of obligation in this tenancy agreement (which includes the acts or omissions of (respectively) the Landlord's employees).

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

#### Items belonging to students

The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant).

The Landlord will not be an involuntary bailee. This means that any item left at the Building by the Tenant at the end of the Tenancy Period shall be treated as having been permanently abandoned and the Landlord is entitled to remove, dispose of or sell any such item. At the end of the Tenancy Period, the Landlord shall have no responsibility to take care of any item the Tenant leaves at the Building, return it to the Tenant or account to the Tenant for the value of any such item.

To accept delivery of the Tenant's parcels and mail during reception open hours. The Landlord will not accept anything it thinks may contain offensive, dangerous, illegal or illicit material and/or anything that is too big or heavy for the Landlord to store. The Landlord will not be liable for any loss or damage to the Tenant's parcels and mail.

#### **Termination of this tenancy agreement by the Landlord**

The Landlord may terminate the tenancy if, at any time during the Tenancy Period, the Tenant ceases to be a registered student in full time education or engages in any criminal or anti-social behaviour or has breached or failed to observe any of the Tenant's obligations under this tenancy agreement.

The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Landlord within three (3) working days of becoming aware that s/he will not be able to start or continue his/her course.

The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant: has any rent arrears or owes any amounts/fees under any prior tenancy agreement with the Landlord or any member of its group; or

has not paid the Deposit and provided the Guarantor's signed agreement within five (5) working days of submitting their signed tenancy agreement.

Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up residence within fourteen (14) days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.



The Landlord shall be entitled to terminate the tenancy and apply to court for possession of the Accommodation if any of the Grounds numbered 2, 6, 7A, 8, 10, 11, 12, 13, 14, 15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. (The grounds can be seen in detail at [www.legislation.gov.uk](http://www.legislation.gov.uk)).

If the Tenant wishes to cancel this tenancy agreement once the tenancy has started, the Tenant will be liable for the Rent for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment. On commencement of the replacement tenancy the Landlord will release the Tenant from this tenancy agreement.

The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation at any time during the Tenancy Period where it is reasonable or desirable to do so (including (without limitation) to avoid difficulties between tenants or for the better management of the Building) or for the purpose of carrying out emergency repairs to the Accommodation or Cluster Flat. Subject to clause 6.8, the Tenant will occupy the alternative accommodation on the same terms as this tenancy agreement, including the Rent payable.

If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:

the Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new accommodation for the remainder of the Tenancy Period;

the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties); and

the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.

If the Accommodation is not immediately available for occupation at the start of the Tenancy Period, the Landlord may provide either:

temporary alternative accommodation (if the problem is likely to be resolved in the short term); or

permanent alternative accommodation (if the problem is unlikely to be resolved in the first four (4) weeks of the Tenancy Period).

Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of four (4) weeks without alteration to the Rent. If the Accommodation is still not available for occupation four (4) weeks after the start of the Tenancy Period, the Landlord will either:

offer the Tenant permanent alternative accommodation; or

continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 6.6) if they do not wish to continue living in temporary alternative accommodation.

Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than half-a-mile further from the Accommodation.

If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite using its reasonable endeavours) is not able to provide alternative accommodation, upon the Landlord notifying the Tenant in writing, the tenancy agreement will immediately terminate, and the Tenant will be entitled to a refund of all pre-payments s/he has made to the Landlord and shall have no further liability under this tenancy agreement.

In the event of a termination under clause 6.12 above, the Landlord will not be liable for any direct or indirect losses, damages, expenses, costs, charges and/or loss of anticipated savings incurred by the Tenant (including but not limited to any additional sums the Tenant may be required to pay to obtain alternative accommodation elsewhere) resulting from any such termination.

## **Termination of this tenancy agreement by the Tenant**

The Tenant may terminate this tenancy agreement only in accordance with Student Roost's Cancellation Policy which is fully incorporated into this tenancy agreement and is available at [www.studentroost.co.uk/cancellation-policy](http://www.studentroost.co.uk/cancellation-policy).

## **Notices**

As required by section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

The Legal Department

Charles House  
8th Floor  
148 Great Charles Street  
Birmingham B3 3HT

## **Additional Conditions**

The Tenant hereby authorises the Landlord to use the Tenant's personal data for all lawful purposes in connection with this tenancy agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's or other people's property). The Landlord may share information about the Tenant with the Tenant's educational institution and/or with the Guarantor where it is reasonable and appropriate to do so. Sharing of information will usually only occur where there is a cause for concern regarding student care, welfare or behaviour or material breaches of the Tenant's obligations in this tenancy agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy. Student Roost's Privacy Policy is fully incorporated into this tenancy agreement and is available at [www.studentroost.co.uk/privacy-policy](http://www.studentroost.co.uk/privacy-policy).

The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that this tenancy agreement confers any benefit to anyone who is not a party to it other than the Landlord.

If any provision of this tenancy agreement is or becomes unlawful, invalid or unenforceable, that provision shall be considered struck out and the remainder of the tenancy agreement shall remain in full force and effect.

This tenancy agreement shall be governed by and construed in accordance with the laws of England and Wales and the Tenant and Landlord submit to the exclusive jurisdiction of the English courts.

[Signature Page Follows]