Student Tenancy Agreement For

{Property Address}

Tenants:

{Tenants Involved Names}

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Contents

This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it.

This agreement is in twelve parts. Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

A – Definitions

B – Main Terms of this Agreement

C – General clauses

D - Your responsibilities

E – Our responsibilities

F – Inventory and condition of the premises

G – Ending the tenancy

SCHEDULE

Part 1 - You must not do the following

Part 2 – Schedule of Rental Payments

Part 3- Guidance on Legionnaires' disease for Tenants and residents of rented domestic accommodation

H – Signatures

I – Guarantor Addendums

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A – Definitions

We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement.

Term

Meaning

The premises

This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to us and form part of the tenancy. When the tenancy is part of a larger building, the premises include the right to use shared access and other similar facilities.

The building

If the premises are part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.

Landlord, we, us

This includes the person or people who own the premises and their successors in title. This gives us the right to take back the premises at the end of the tenancy.

Tenancy

Means the tenancy created by this agreement.

Tenant, you, your

This includes anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy you are all responsible (separately and jointly) for the Tenants' responsibilities. This is known as joint and several liability (see below).

Joint and several liability

Joint and several liability means that both individually and jointly all of the Tenants are individually and jointly responsible for paying rent and for all other Tenants' responsibilities during the tenancy.

Guarantor

This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).

The term of the tenancy

How long the tenancy lasts as set out in this agreement and shown in clause B4.

Contents

Any of our furniture, furnishings, carpets, sanitary ware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall including anything listed in any inventory we supply (see below).

Our permission

If the agreement states you need our permission to do something, you must ask us to give you our permission in writing to avoid misunderstandings later.

Inventory and condition of the premises

The document we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy. Please note that where there is a prior tenancy (see below), the inventory will be the inventory prepared at the beginning of the original tenancy (see below). If you have remained in occupation having been Tenants in the previous year then the inventory will be the inventory supplied to you at the beginning of your previous tenancy.

Managing Agent

The agent we ask to manage the premises and tenancy on our behalf.

Month

One 'calendar' month (for example, January, February and so on), not just four weeks.

Original Tenancy

The original tenancy (if any) which was entered into in relation to the premises, which would still be in force at the date of this tenancy had it not terminated early. This could be the prior tenancy, or a tenancy prior to that.

Prior Tenancy

A tenancy (if any) which was entered into in relation to the premises before this tenancy, which is terminated under this tenancy, and which would still be in force at the date of this tenancy had it not terminated early. This may be the original tenancy (see above).

Utilities

Electricity, gas, water, sewage, communal TV licence, telecommunications and data and other services and utilities to or from the premises (including broadband) and each and any of these, except where stated otherwise.

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B – Main Terms of this Agreement

1. Date on which the agreement is made: the date on which the final signature is added to this agreement

2. The people involved:

a. Us (the Landlord): {Landlord Name}

Address: {Landlord Address}

{Tenants Involved}

3. The premises: {Property Address}

4. The term of the tenancy:

Beginning at 3pm on: {Tenancy Start Date}

Ending at 9am on (Tenancy End Date): {Tenancy End Date}

5. The rent: {Quarterly Rent Total} as detailed in Part 2 of the Schedule

You must pay the rent in advance for the term of the tenancy as set out above.

You must pay the rent to our bank by standing order using the below account details and reference. At the discretion of the Landlord, the Tenant may be required to pay their rent by direct debit:

{Fund Account Details}

6.

{Guarantors Involved}

7. In the event that there was any Prior Tenancy of the premises the parties agree and acknowledge that the Prior Tenancy has been surrendered upon entry into this tenancy agreement.

8. LARN number: 2008016

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C – General clauses

1. Grant

The Landlord, in consideration of the rent and of the other undertakings by you, the Tenants, in this tenancy agreement, let to you, the Tenants (but excluding assignees and sub-tenants legal or voluntary except where permitted in accordance with the terms of this tenancy agreement) the premises for the term of the tenancy, and for the purposes permitted under this tenancy agreement (such use being in accordance with the terms of this tenancy agreement).

2. Our address for serving notices

The address where you can serve a notice (or notices) on us if you need to in relation to this agreement is 33 Cavendish Square, London W1G 0PW.

3. Serving notices properly

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or by post or by email. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand after 5pm, it will be treated as being served on the next working day. Email service by either party is acceptable provided

a) email service on a Landlord is sent to email address northeast@student-cribs.com

b) email service for the Tenant is sent to email address {Tenants Emails}

c) email service upon the Landlord or/Landlord's Managing Agent will be considered as valid only upon receipt of an email from the Landlord or Landlord's Managing Agents confirming that your email has been received.

4. Data protection

The Tenant and Guarantor agree that the Landlord or Landlord's agent may provide the Tenant's or the Guarantor's name, address and other details to third parties including but not limited to: referencing companies; utility providers; the local authority; online tenancy processing agents; and debt collection agencies. The Tenant and the Guarantor acknowledge that this information may be processed on servers outside of the United Kingdom, for example on the servers of the Landlord's online tenancy service providers who may be based outside the United Kingdom (and outside the European Union).

5. Severance

Each of the clauses of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

6. We may transfer this agreement to someone else

We may transfer our rights to claim payments and damages from you under this tenancy to another organisation (including to a debt collection agency).

7. Personal data

We like to stay in touch with our past Tenants and will use your data to offer our related properties and products in the future. Just let us know if you do not want to hear from us by emailing northeast@student-cribs.com.

8. Limited recourse wording

Notwithstanding any provisions of this agreement:

(a) For the avoidance of doubt MRF Managing Trustee No.1 Limited and MRF Managing Trustee No.2 Limited (together the Trustees) have executed this agreement solely as trustees and with the intention of binding the net assets of Student Cribs Unit Trust I (the Trust) held by the Trustees from time to time on trust for the Trust (the Trust Assets);

(b) the aggregate of all liabilities of the Trustees under this agreement shall at all times and for all purposes extend only to the Trust Assets;

(c) in no circumstances shall any liability attach to or be enforced or enforceable against the assets of the Trustees (held in their capacity as trustee of any other trust or in their respective personal capacities or in any other capacity whatsoever) other than the assets which comprise the Trust Assets;

(d) all representations warranties undertakings obligations and covenants made given owed or agreed by the Trustees in this contract are made given owed or agreed by or in relation to the Trust Assets and in the Trustees' capacity as trustees of the Trust and for the avoidance of doubt shall not be construed to be made given owed or agreed by or in relation to the Trustees in their capacity as trustee of any other trust or in their respective personal capacities or in any other capacity whatsoever.

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D - Your responsibilities

You agree to the following:

1. Key Release

Keys to the premises will not be released to any Tenant until every Tenant bound by this tenancy agreement has an approved Guarantor, provided all IDs required and has paid their first rental instalment and/or duly completed a Direct Debit Mandate if applicable, with cleared funds (unless otherwise agreed in writing with the Landlord).

Key collection is to be booked by appointment with the Landlord through the Landlord's key collection and Tenant check-in procedures from time-to-time. Check in appointments must be booked with 2 working days' notice.

2. Rent

To pay rent as set out in clause B5. Normal residential use of Utilities is included within the Rent. We reserve the right to recharge you for unreasonable or excessive use of Utilities in accordance with Section D3 below. Any changes in the terms of rental payments set out in Part 2 of the Schedule must be agreed in writing with northeast@student-cribs.com.

3. Utilities

A. Your Utilities are included in your rent (subject to the allowance). There is no gas to the premises and so it is not included in your rent. It is important to understand that your energy is not an unlimited supply. The maximum allowance for the Utilities per Tenant included in your rent is {Tenancy Bills} per Tenant per week and this allowance covers your electricity, water, internet and communal TV licence. You will be responsible for any costs for electricity, water, internet and TV licences over and above the weekly allowance. If your tenancy is for a period of less than 52 weeks, these figures will apply on a pro-rata basis. If the charges for Utilities exceed the weekly allowance, we reserve the right to apply a supplemental charge to cover the amount above the allowance.

4. To pay interest if you pay your rent late

To pay interest at 3% over the base rate of The Bank of England (which we work out each day) on any rent you owe which is more than 14 days late. If the Landlord charges this interest you will pay interest from the date you should have paid the rent until the date you actually pay.

5. Not to withhold rent

Not to withhold your rent or any other amounts due under this agreement.

6. Council tax

To register with the council tax department or any other relevant office of the local authority to either pay council tax for the term of the tenancy or complete a council tax exemption form in the event you are eligible as a student.

7. Changing suppliers or installing payment meters

You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting our or our Managing Agent's permission in writing.

8. Windows

You must clean, or have cleaned, all the windows you can reasonably reach on the inside of the premises during your tenancy. You must have cleaned all the internal windows you can reasonably reach on the inside of the premises within 14 days before the end of your tenancy. You are responsible for maintaining the cleanliness of the inside and outside of windows which have been soiled by deliberate means such as but not limited to soiling from eggs or flour. You must regularly ventilate the house or flat by opening the windows to prevent condensation, moisture build up and the growth of mould or mildew.

9. Replace broken glass

If there is a breakage which is your or a visitor's fault, you will be responsible for repairing the breakage. You must immediately inform the Managing Agent and we will make safe/board up any damaged glazing until you are able to repair the breakage.

10. Replace light bulbs

You are responsible for the replacement of all standard lightbulbs (like for like) and reset tripped fuses when you need to, and make sure that all standard light bulbs and fuses work at the end of the tenancy.

11. Taking care of the premises

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear). Should the Managing Agent be notified that the premises are unclean or unsightly, the Managing Agent will give you 3 days to make good the state of the premises and will request photographic evidence or will send a representative to the premises to take photographic evidence that the premises is clean and sightly. We will instruct external cleaners if required and the Tenants will be invoiced for the payment.

12. Report faults

You must tell us as soon as possible (within 24 hours) about any repairs or faults we are responsible for at the premises. The primary method of contact must be your Student Cribs Portal Account. In the absence of access to your account via our website, please email northeast@student-cribs.com or for emergency repairs, please call - 0203 758 7000.

13. Allow us access to the premises

During the tenancy, as long as we give you at least 24 hours' notice (except in an emergency or to comply with statutory requirements), you must allow us or our employees or contractors into the premises to:

• inspect the condition of the premises;

• carry out repairs or alterations to the premises or the premises next door;

• carry out statutory compliance and health and safety testing and inspections;

• during the tenancy show the premises to possible new tenants or someone who wants to buy the premises;

• carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises;

• carry out our legal responsibilities as the Landlord

14. Regulations for shared areas

You must comply with the regulations for managing the shared areas of any building you live in with other people.

15. Not overload electrical circuits

You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.

16. Check smoke & carbon monoxide alarms and detectors

You must check at least once a month that the smoke and carbon monoxide detectors remain working in the premises, and replace batteries where necessary and to report any faults immediately to the Landlord. . You must also ensure that you do not do anything whereby the electricity supply to the premises is cut off, so that the smoke and carbon monoxide detectors are always working.

17. Prevent condensation

You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

18. Rubbish and storage

You must remove all rubbish from the premises by putting it in the bin or recycling bags in the dustbin or the correct large waste container provided outside, unless your local

authority provides otherwise, and put it out to be collected on the relevant days. You must follow any local authority requirements, policies or procedures for the collection of domestic waste and recycling. You must ensure bins are not over or incorrectly filled (ie household waste in recycling bins and vice versa) as these will not be collected. Should this happen, all charges and costs for the removal of this waste will be passed on to the Tenants.

19. Parking

If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park. If you cause or notice any damage to any parts of the car park, including bollards or barriers, you must inform us immediately by emailing northeast@student-cribs.com.

20. Garden

If you have a garden, you must keep it clean and tidy and in the same condition as at the start of the tenancy and not dig up or cut down any trees, shrubs, or bushes unless you have our or our Managing Agent's permission in writing first. You must also keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) in a clean and tidy manner and in the same condition as at the start of the tenancy.

21. Insurance

We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. You are advised to arrange insurance for these risks yourself. Nor do we provide cover for claims against you from other parties for damage to premises or personal injury that results from something you have or have not done (we call this negligence).

22. Allowing notices on the premises

During the tenancy, you must allow us to display a 'for sale' or 'to let' board or notice on the premises.

23. How you can use the premises

You must not use the premises or the building for anything illegal or immoral. The possession of illegal substances/legal highs is strictly forbidden within the premises. Anyone believed to be in possession of such substances will be reported to the police. For the avoidance of doubt this clause forbids the use or storage of Nitrous Oxide ('laughing gas') at the premises.

You must not use the premises or the building for any registered trade or business.

You must only use the premises as your home.

We reserve the right to monitor temperature, humidity, noise levels and other environmental conditions within the premises in order to maintain and improve energy efficiency and respond to any noise or anti-social behaviour claims.

The tenant agrees that the premises are not, and are not intended to be, a matrimonial home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, and confirms that no non-entitled spouse (as defined in that Act) exists in respect of the premises, and undertakes not to share possession of the premises with any person who may become a non-entitled spouse.

24. Locks and Keys

You must not change or install any additional locks or security chains on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the premises or the building, you must pay us in full any costs to supply and fit replacement locks. In addition, you must pay us for the full cost of changing any locks during or after the tenancy where you have lost or misplaced keys during the tenancy or where you have failed to return any keys supplied to you by us at the end of the tenancy. The “costs” referred to in this clause include but are not limited to any reasonable administration charges or professional fees for services such as arranging for a locksmith or contractor to attend.

25. Not alter the premises

You must not change the inside or outside of the premises in any way.

26. Not damage the premises

You must not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building within 24 hours, so that we can make repairs.

27. Not damage installations

You must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings in the premises. You must not remove these items from the premises or the building.

28. Not transferring your legal rights

(a) You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises throughout the term of your tenancy.

(b) We may, at our absolute discretion, consider a request by an individual Tenant to leave the tenancy before the tenancy ends; if you wish to leave the tenancy you must notify the Managing Agent immediately in writing who will then consider the request. If the request is permitted it is then your responsibility to find a replacement Tenant satisfactory to us. You will continue to be liable for all of your responsibilities in this agreement until a new tenancy agreement or Assignation – which document is to be used will be at our sole and absolute discretion - has been signed correctly by the Landlord and all Tenants and all remaining and new Guarantors, and dated by the Landlord. Please also be aware that you will be responsible for any reasonable costs incurred by the Managing Agent for drawing up contracts, carrying out viewings, marketing the premises and these costs must be paid upon request. All replacement tenancies are at the complete discretion of the Landlord and/or Managing Agent. You should note that where any tenant and/or any Guarantor refuse to agree to the transfer either by way of a new tenancy agreement or Assignation, we cannot compel them to do so: we shall have no liability to any Tenant or Guarantor, prospective or actual, for any loss incurred by any person where there is any delay or failure to effect such a transfer.

The rights and obligations under this clause D-28 are subject to any statutory rights you may have to terminate this tenancy agreement.

29. Empty premises

You must not leave the premises empty for any continuous period of more than 14 days, without telling us first. You must take all reasonable precautions to prevent frost damage or similar damage to the premises. If the premises is going to be empty for more than 24 hours when the weather is likely to be cold, you must leave enough heating on in the premises to prevent the water system freezing.

30. Anti-Social Behaviour

30.1 You and anyone visiting the premises, must not do anything at the premises or the building (including playing any radio, television, sound bar, speaker system or musical instrument) which causes a nuisance or annoyance to your neighbours and/or any of the other Tenants in the premises or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music or create noise which can be heard outside the premises between 10pm and 8.30am or cause disturbance or annoyance to your neighbours at any time;

30.2 You must not;

a) do anything at the premises or the building to cause any other occupier of the premises or neighbouring premises any disturbance, distress, annoyance, inconvenience or damage to their premises, including (but not limited to) drunken behaviour and foul and/or abusive language;

b) cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality (examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

c) allow the premises to be used for any criminal, immoral or illegal purpose including (but not limited to) keeping, using, selling or supplying illegal substances or drugs (anyone believed to be in possession of such substances will be reported to the police), storing or handling stolen goods or prostitution;

d) keep or use any explosive or flammable materials or any weapons or items of any description that are illegal or which the Landlord considers (acting reasonably) to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons.

We would draw your attention to clause D-58 of this agreement and would remind you that in the event any action has to be taken as a result of a breach of the clause above you will be liable to reimburse us any costs incurred on a full indemnity basis.

31. Confidentiality

You will not at any time make or permit any disclosure of the existence of the terms of or negotiations and communications in connection with this tenancy, any document supplied to you or to a Guarantor in connection with this tenancy except where required by law. Disclosure by you is permitted to the extent that it is necessary to perform your obligations under this tenancy, but no further. If you breach this clause, you shall fully indemnify us against any losses, costs, claims, damages or expenses incurred as a result of the unauthorised disclosure.

32. Not place notices on the premises

You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

33. Not fix an aerial or satellite dish

You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our or our Managing Agent's permission in writing which may impose conditions.

34. Not fix blinds to windows

You must not fix blinds to the windows of the premises unless we or our Managing Agent have already given you our permission in writing. If we or our Managing Agent do give our permission, we may ask you to remove the blinds and repair any damage at the end of the tenancy.

35. Animals and pets

You must not keep any animals, reptiles, insects, rodents or birds at the premises.

36. Our contents

You must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our or our Managing Agent's permission in writing first. If permission is granted all furniture, equipment and belongings must be returned to their original position (where there has been prior tenancy, this will be their position at the start of the original tenancy) within the premises at the end of the tenancy.

You must not remove furniture, appliances or the Landlord’s possessions (wifi equipment) from common shared areas to bedrooms without written permission from the Landlord and/or the Landlord’s Managing Agent.

37. Shared areas

You must not block any shared passageways, hallways, staircases or escape routes, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our or our Managing Agent's permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we or our Managing Agent give you our permission in writing.

38. Not fix items to walls

You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings. You may only fix posters, pictures, photographs or ornaments on the "display boards” where they are provided.

39. Washing and Drying

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

You must not dry any wet laundry inside the premises other than in a tumble dryer (if you have one) or a designated ventilated room suitable for such purposes.

You must clear and clean the tumble dryer filter and empty the condensing tray after every use.

40. Fridge and Freezer

You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat.

You must defrost the freezer when reasonably necessary and pay us for any damage caused if you do not do this.

41. Notices

You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them. You must email them a copy or photograph of the letter or notice to northeast@student-cribs.com.

42. Infestations

During the tenancy, you must take all reasonable measures to keep the premises free of vermin (for example, rats), ants, fleas or parasites. This includes, but is not limited to, ensuring that all food waste and bins are correctly removed and stored in the appropriate containers outside the premises, or otherwise in accordance with your local authority's directions.

43. Payments made on your behalf

If someone else pays us rent on your behalf, we will use this money in relation to this tenancy only. In no circumstances will we use this money to create a new tenancy for any other person.

44. Smoking

You must not smoke in the premises and/or the building and you must ensure that none of your visitors smoke anywhere in the premises and/or the building. We would remind you that the premises must be returned to us in the same state that they were in at the commencement of this tenancy or, where there was a prior tenancy, the same state that they were in at the commencement of the original tenancy; if you smoke on the premises it may necessitate a professional clean, and/or the repairs and replacements. If any of the above are necessary you will be liable for the cost.

45. Cooking and Heating

You must not bring onto or allow to be stored or kept or used within, on or at the premises any paraffin or gas heater, gas barbecue or other propane burning equipment.

46. Drains

You must not cause any blockage to the drains, gutters and pipes of the premises and clear and clean the drains in baths, showers and sinks as frequently as required to keep them unblocked of hair or other waste; you must also remove and clean the shower trap and any hair that may be clogging it regularly. If the drains become blocked during the tenancy and we are required to clear them then you will be responsible for any costs, expenses or other liabilities incurred on a full indemnity basis.

47. Fire Safety

You are required to read the fire procedure/evacuation plan of the building, familiarise yourself with the fire escape routes and assembly point and participate in any fire safety briefings and/or fire drills required by us or the local fire service.

You must not tamper with (including covering), misuse or damage any fire prevention and control equipment or other items relating to fire safety in the premises which are provided by us in the interests of health and safety of persons in the premises (including but not limited to fire equipment, fire detection and fire doors).

You must not keep or use candles or any open flame, lighting or heating equipment anywhere in the premises and/or the building.

You must not obstruct any fire escapes or fire doors, or allow these to be blocked. In the interests of health and safety for all Tenants, fire doors such as kitchen, corridor, bedroom and entrance doors must never be propped or wedged open, or door closers tampered with, or removed. We will undertake periodic inspections and testing of the fire alarm system. Should any fault appear on the alarm panel, you must contact us/the Landlord immediately. You should check the fire panel at least once a month and report any faults or damage to the fire alarm panel or any other fire safety equipment immediately to the Landlord.

In the event you breach this clause and cause any damage or malfunction with the fire prevention and control equipment (or other items relating to fire safety in the premises), or in the reasonable opinion of the Landlord or Landlord's Managing Agent there may have been any damage or malfunction with such equipment owing to a breach this clause, then you will indemnify us against any costs, expenses or other liabilities incurred in replacing, inspecting, renewing or repairing those items.

48. Your Furniture

You must not bring any furniture owned by you or any third party into the premises without our prior written consent from Landlord or Landlord’s Managing Agent.

49. Your Appliances

The Landlord accepts no responsibility or liability for any electrical equipment brought into the premises by the Tenant and your visitors. Any electrical equipment brought into the premises by the Tenant or your visitors must be in a safe condition and comply with all relevant British Standards.

50. House Information

The Tenant must comply with all reasonable and proper regulations and instructions made by us or our Managing Agent from time to time in accordance with principles of good management practice including those contained in any house, flat, building or general information provided by us and other such documents. You must not do anything at the premises which might put the health, safety or welfare of others or other Tenants or others’ property at risk.

51. Guests and Visitors

The Tenant must not allow more than one visitor to stay in the Premises overnight. No visitor may stay in the Premises for more than 2 consecutive nights or more than 2 nights in the same week. The Tenant takes responsibility for all guests’ and visitors’ actions. The Landlord accepts no liability for the Tenant’s guests and visitors.

52. Address information

The Tenant must at all times and immediately inform the Landlord or the Managing Agent if the Tenant's or the Guarantor's address, contact telephone number or email changes. The Landlord will use the address and contact details provided at the outset for all purposes, including enforcement of the terms of the tenancy unless and until a valid UK replacement address is provided in writing. You shall fully indemnify us against any losses, costs, claims, damages or expenses incurred as a result of any breach of this clause.

53. Prevention of Legionella

You must comply with the following conditions:

a. You must inform the Landlord if you believe the hot water temperature is below 50 degrees centigrade, you must not adjust the temperature of the hot water

b. You must inform the Landlord if you believe the cold water temperature is above 20 degrees centigrade, you must not adjust the temperature of the cold water

c. You must inform the Landlord if you believe the hot/cold water tank or boiler to be defective

d. You must flush through infrequently used water outlets for 2 minutes at least once a week

e. You must clean, disinfect and descale shower heads at least once every 6 months

f. You must notify the Landlord if you notice debris or discolouration in the hot or cold water and you must comply with guidance given in Part 3 of the Schedule

At the end of the tenancy:

54. Temperature

In order to support the health of the premises and to minimise the risk of damp or mould arising, you must maintain the indoor temperature in the premises at a level between 18 degrees centigrade and 21 degrees centigrade at all times.

55. Communicating Costs and Charges

The Landlord shall use reasonable endeavours to publish a schedule of any works that the Landlord is required to carry out to the Property in consequence of the Tenant's breaches of the Tenant's obligations in this agreement and the associated costs of remedying these breaches within 12 weeks of the end of the term of the tenancy however this timescale is provided only as a guideline and the Landlord shall not be in breach of this agreement if it does not publish this schedule within the stated period.

56. Forwarding address

Just before or immediately after the tenancy ends, you must give us your new address and contact information so that we can contact you.

For the avoidance of doubt, you will be responsible for redirecting your mail at the end of the tenancy agreement.

57. When the tenancy ends

a. The tenant needs to return the premises to the Landlord at the end of the Tenancy, having been cleaned to a professional standard throughout. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.

b. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.

c. You must give the premises back to us and return all of the keys to the premises at the end of the tenancy to the place or person we have agreed with you. You must not pass the keys to any other party, in particular an incoming tenant. In the event you do pass keys to any other party you will be responsible on a full indemnity basis for any costs, expenses, legal fees or other liabilities incurred by us as a result including but not limited to replacing any locks or keys at the premise in order to secure it, any proceedings required to procure vacant possession of the premises, removals and employing a bailiff or similar.

d. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition.

58. Applications for consent

You will pay our costs (reasonably incurred) of and in connection with all applications by you for any consent or approval required by the terms of this tenancy including those incurred in cases where a consent is refused or the application is withdrawn

59. Breach of tenancy

You will pay our costs (including but not limited to legal costs, managing agents costs and loss of rent) on demand and on a full indemnity basis arising directly or indirectly from any breach of any obligation contained in this tenancy.

60. Confidentiality concerning compensation

In the event any matter arises in connection with this tenancy agreement such that we offer to pay you a sum by way of compensation you will keep that offer confidential; should you breach that duty of confidentiality you shall fully indemnify us against any losses, costs, claims, damages or expenses incurred as a result of the unauthorised disclosure.

{pagebreak}

E – Our responsibilities

We agree to do the following:

1. Costs of preparing this agreement

We will pay the cost of preparing this agreement.

2. Not increase the rent

We will not increase the rent within the initial term of the tenancy as shown in Clause B4. If the tenancy continues after the Tenancy End Date, we will increase the rent by 20% beginning on the day immediately following the Tenancy End Date. If the rent is increased, you must pay the first instalment of the increased rent on the day immediately following the Tenancy End Date, and thereafter the increased rent must be paid in advance on the dates set out in Part 2 of the Schedule. We will increase the rent by a further 20% on each anniversary of the day immediately following the Tenancy End Date.

3. Repairs

We are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitary ware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

4. What we do not have to repair

We will not have to repair:

a. anything which you are responsible for repairing;

b. the premises if they are totally destroyed or damaged by a storm or flood; or

c. anything which you are entitled to remove from the premises

5. Quietly enjoying the premises

We will allow you to quietly enjoy the tenancy. This means you can live in your home without any illegal interruption from us or others on our behalf as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

6. Insurance

We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary. We do not insure any Tenant's contents. Tenants must take out their own contents insurance if they want their contents insured.

7. If you cannot live in the premises - suspending your rent

If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again.

8. Not paying you compensation

We will not pay you any compensation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again.

9. Smoke and carbon monoxide alarm and detectors

We will install and maintain smoke alarms and carbon monoxide detectors where needed in the premises. We will ensure that these are in working order at the start of the tenancy.

10. Duty of care

Notwithstanding anything contained within this agreement and except as required by law, the landlord shall be under no liability either to the parties to this agreement or to third parties who are permitted by the tenant to enter into or use the building for accidents or injuries sustained or for loss or damage to goods or moveable property in any part of the building save to extent arising from the negligence of the landlord or that of any employee or agent to the landlord.

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F – Inventory and condition of the premises

We and you agree to the following:

1. Producing an inventory

We will be responsible for arranging and paying for an inventory and description of the condition of the premises.

2. Charge for checking the inventory

We will be responsible for paying the charge to check the inventory at the start of the tenancy.

3. Accepting the inventory

Before your tenancy starts an inventory will be completed. A copy of the inventory and any associated document(s) will be available to you not more than one month following the start of the tenancy and we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the premises unless you advise us otherwise within 7 days of the inventory being received.

4. Checking the inventory

At the end of the tenancy, we will check the inventory, or arrange for it to be checked by someone who is independent from us. If you do not keep an appointment to check the inventory you must accept what we or they find when we check the inventory.

5. Keys

We have the right to retain a set of keys to the premises at all times which we will use and provide to authorised third party contractors to allow us/them access to the premises in accordance with Clause D14. We will install a key safe at the premises for the provision of keys for access for authorised contractors or other persons, by the Managing Agent or its agents.

In the event you are authorised to use the keys from the key safe to access the premises, the key must be replaced in the key safe and you must scramble the dial immediately after access to the premises has been made. You must not tamper with, misuse, damage or change the combination code for the key safe which is provided by us in the interests for access and safety.

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G – Ending the tenancy

1. Our right to re-enter the premises

The law protects you from us ending your tenancy immediately. In the event that you breach this tenancy agreement, we are entitled to serve a notice telling you that your tenancy agreement is going to come to an end (Notice to Quit), we must serve a notice telling you that we are going to start legal proceedings to take back the premises (notice of legal proceedings) and get a court order to repossess (take back) the premises if you break the tenancy agreement and you have failed to put right or sort out the problem in a reasonable time.

If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice.

We must give you notice that we (or an agent on our behalf) may seek to recover possession (take back the premises) and on what basis we seek to do so.

The following are examples of where we may end your tenancy:-

Example 1

If we have served a notice of proceedings and date for a court hearing has been put in place and at least three months' rent is in arrears from the date of both of these events

Example 2

You have a history of often being behind in paying rent

Example 3

Some rent is unpaid at the start of court proceedings and at the time of serving the Notice of Proceedings

Example 4

You have broken any of your obligations under this agreement (other than the obligation to pay rent)

Example 5

You (or anyone living with you) allowed or caused damage to the premises or of the building of which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

Example 6

You (or anyone living with you) cause a nuisance or annoyance to neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an offence which is one they can be arrested for in the premises or in an area near the premises.

Example 7

You have damaged the furniture or have allowed the furniture to become damaged

Example 8

You continue to occupy the premises after having given notice to us to end the tenancy

Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

2. Giving notice at the end of the term

In order for this agreement to end on the Tenancy End Date set out in clause B4, either:-

(a) you must give us not less than 40 days' notice in writing before the Tenancy End Date; or

(b) we must give you not less than 40 days' notice in writing before the Tenancy End Date.

You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the Tenancy End Date and you have moved out of the premises. If you do move out of the premises before the Tenancy End Date, then you consent that we may need to estimate final gas, electricity or water meter readings.

3. Giving notice before the end of the term

If you are planning on leaving the tenancy for any reason, you must let us know in writing to the email address northeast@student-cribs.com as soon as possible. Until such time as the agreement has been signed by a replacement tenant and guarantor that we have approved in writing, (who you are responsible for finding, carrying out viewings and agreeing the replacement with the other Tenants bound by this agreement) and submitted the necessary identifications required by the Landlord and/or the Managing Agent and all other Tenants and Guarantors have signed the new agreement, you are liable for all responsibilities set out in this agreement. All replacements are at the complete discretion of the Landlord and/or Managing Agent and are subject to a reasonable fee.

4. Severance

If any provision or part-provision of this tenancy agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this tenancy agreement.

5. Jurisdiction

This tenancy agreement shall be governed by, construed and take effect in accordance with the law of Scotland. The courts of Scotland should have jurisdiction to hear and determine any matters arising from this tenancy agreement.

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SCHEDULE

This is the Schedule referred to in the foregoing tenancy agreement. The following schedule is separated into three parts. You will be required to sign this schedule at the end, before doing this, please make sure that you have read and understood the schedule.

Schedule Part 1- You must not do the following:

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.

2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system. The tenant is responsible for litter picking in the property grounds during their tenancy.

3. Between 10.00pm and 8.30am you must not :

a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;

b. use any equipment or machinery of any kind (such as a vacuum cleaner or washing machine);

c. sing loudly; or

d. make any other noise which could annoy any of your neighbours, or be heard outside the premises

4. You must not:

a. hang clothes or other items outside the premises; and

b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building

5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.

6. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.

7. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.

8. You must not park cars in any yard, garden or driveway of the building unless prior written consent is given from the Managing Agents.

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Schedule Part 2 – Schedule of Rental Payments

{Payments Schedule Table}

If you paid one week's rent as a “retainer”, this will need to be deducted by you from the first instalment of rent. Please bear this in mind when making your initial rental payment.

{pagebreak}

Schedule Part 3 - Guidance on Legionnaires’ disease for Tenants and residents of rented domestic accommodation

Domestic hot and cold water systems can provide an environment where Legionella bacteria can grow. This can cause Legionnaires ’ disease which is a potentially fatal form of pneumonia caused by inhalation of small droplets of contaminated water containing Legionella bacteria. This advice sheet gives tips for residents of rented domestic accommodation such as houses, bungalows and

flats in small blocks.

Most importantly, make sure that:

• Hot water in the system remains hot

• Cold water is kept cold

• The water is kept circulated

In particular, it is important that you –

o Do not interfere with the settings on your boiler or hot water system. The hot water should be set so that the water is heated up to 60°C.

o Tell your Landlord if:

• The cold water is still running warm after you have initially run off any water which may have accumulated in the pipes. It should not be above 20°C.

• There are any problems, debris or discolouration in the water.

• The boiler or hot water tank are not working properly, particularly if the water is not coming out of the taps at a sufficiently high temperature. It should come out at a temperature of 50°C after it has run for a minute at the latest.

Where showers are fitted –

o If they are used only occasionally then flush them through by running them for at least two minutes every week. Keep out of the way whilst this is being done as far as possible.

o Clean the shower head periodically, descale and disinfect it. This should be done at least every six months.

Where a premises is left vacant for any time, e.g. student accommodation over the summer holidays, make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

Legally, it is your Landlord's responsibility to take precautions to prevent Legionella being present in the hot or cold water system but Tenants and residents also have an important part to play in taking these simple and practical precautions.

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H – Signatures

Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.

The clauses in part B set out the rent you have agreed to pay and the length of the tenancy, our (as the Landlord) and your (as the Tenant) details and the premises this agreement applies to.

The clauses in parts C to I set out your and our responsibilities under this agreement.

The Schedule is referred to in the tenancy agreement and is in three separate parts.

By law, you must keep to the terms in this tenancy agreement once you and we have signed both parts of the agreement (see clause B1).

{Contract Signatures}

{Guarantor Addendums}

I – Guarantor Addendums

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Guarantor Addendum

This guarantor addendum relates to the tenancy agreement dated commencing on: {Tenancy Start Date}

Dated: {date:signer2:Date+Here}

Landlord: {Landlord Name}

Address: {Landlord Address}

Tenant: {Tenant Name}

Address: {Tenant Address}

Guarantor: {Guarantor Name}

Address: {Guarantor Address}

Premises: {Property Address}

Term: {Tenancy Start Date} to {Tenancy End Date}

Rent: As defined in the tenancy agreement

Payable: As detailed in the tenancy agreement above

Landlord and guarantor agreement

In consideration of the landlord granting to the tenant the tenancy detailed above, the guarantor guarantees to the landlord that if at any time during the term of the tenancy or any extension of the term the tenant shall:

a. default in payment of rent the guarantor will on demand pay the rent to the landlord to include any increased rental subsequently agreed between the landlord and tenant; and

b. fail to observe or perform any of the obligations, undertakings or conditions contained in the tenancy agreement the guarantor will pay the landlord immediately on demand in respect of any losses, damages, expenses and costs incurred by the landlord as a result of the tenant default which the landlord is unable to recover from the tenant.

The liability of the guarantor shall not be reduced, discharged or otherwise adversely affected by:

(a) any time or indulgence granted by the landlord to a tenant;

(b) any delay or forbearance by the landlord in enforcing the payment of the rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;

(c) the landlord exercising any right or remedy against a tenant for any failure to pay the rent or to observe or perform the tenant covenants of this agreement; or

(d) any termination, amendment, variation, novation, replacement or supplement of or to this agreement or any tenant covenants contained therein;

(e) a release or compromise of the liability of any one of the persons who is a guarantor, or the grant of any time or concession to any one of them;

(f) a release or compromise of the liability of any one of the persons who is a tenant, or the grant of any time or concession to any one of them;

(g) a tenant dying or becoming incapable of managing its affairs; or

(h) by any other act or omission except an express written release of the guarantor by the landlord

The guarantor shall not claim in competition with the landlord in any insolvency proceedings or arrangement of a tenant in respect of any payment made by the guarantor pursuant to this agreement. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the landlord to the extent of its liability to the landlord. The guarantor shall not, without the consent of the landlord, exercise any right or remedy that it may have (whether against a tenant or any other person) in respect of any amount paid or other obligation performed by the guarantor under this agreement unless and until all the obligations of the guarantor under this agreement have been fully performed.

Signed by the guarantor:

{signature:signer2:Please+Sign+Here}

{Guarantor Name}