Occupation Contract For

{Property Address}

Contract-holders:

{Tenants Involved Names}

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**FIXED TERM STANDARD OCCUPATION CONTRACT – EXPLANATORY INFOR MATION**

This is your written statement of the occupation contract you have made under the R enting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the “con tract-holder”, and the “landlord”.

Your landlord must give you a written statement, free of charge, within 14 days of the “occupation date” (the day on which you were entitled to move in). If you did not rec eive a copy of this written statement (including electronically if you have agreed to re ceive the written statement in an electronic form) within 14 days of the occupation da te, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day’s r ent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory inf ormation that the landlord is required to give you. The terms set out your rights and r

esponsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the t erms to ensure you fully understand
and are content with them and then sign where indicated to confirm that you are cont ent. The written statement should be kept safe as you may need to refer to it in the fu ture.

The terms of your contract consist of:

**key matters** – that is, the address of the dwelling, the occupation date, the amount o f rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contrac t and if there are periods during which the contract-
holder is not entitled to occupy the dwelling as a home, details of those periods.

**fundamental terms** – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the w ording in the Act. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

**supplementary terms** – these are provisions, set out in regulations made by the We lsh Ministers, which are also automatically included as terms of an occupation contra ct. However, providing you and the landlord agree to it, these can be left out or chan ged, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

The terms of your contract may also include:

**additional terms** – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamenta l term or an incorporated supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any chang e to a supplementary term, which is unfair (within the meaning of that Act), is not bin ding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay y ou compensation.

Where any changes to this contract are agreed after the start of this contract, the lan dlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that yo u cannot be evicted without a court order, unless you abandon the dwelling. Before a

court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

(a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,

(b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or

(c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling. In those circumstances your rent would be increased in accordance with clause E2.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord or their agent. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

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Contents

This written statement sets out the conditions of your contract. 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 written statement, you should get independent legal advice before you sign it.

This written statement is in 14 parts (see below for the further parts). Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

A – Main Terms of the Contract

B – Definitions

C – General clauses

D - Your responsibilities

E – Our responsibilities

F – Inventory and condition of the dwelling

G – Ending the contract

Attachment 1 - You must not do the following

Attachment 2 – Schedule of Rental Payments

Attachment 3 - Guidance on Legionnaires' disease for Contract-holders and residents of rented domestic accommodation

Attachment 4 – Estate Management Grounds

H – Signatures

I – Guarantor Addendums

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A – Main Terms of this Contract

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

2. The people involved:

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

Address: {Landlord Address}

b. Contract-holder: {Tenants Involved Names}

3. The dwelling: {Property Address}

4. The fixed term of your occupation of the dwelling under the contract (Fixed Term):

Beginning at 3pm on (occupation date): {Tenancy Start Date}

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

5. The rent: {Quarterly Rent Total} as detailed in Attachment 2 subject to clause E2

You must pay the rent in advance for the Fixed Term of the contract as set out above.

The rent payments – including the first rent payment – are to be made set out in Attachment 2 to the Part G of the contract.

If you remain in occupation following the Fixed Term End Date the rent will be payable quarterly in advance (i.e. at the same intervals as during the Fixed Term) at the increased rate specified in clause E2.

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 contract-holder may be required to pay their rent by direct debit:

{Fund Account Details}

6.

{Guarantors Involved}

7. Contacting the Landlord

The primary method of contact must be your Student Cribs Portal Account.

You can also contact the landlord

by post: c/o Student Cribs Limited, 33 Cavendish Square, London W1G 0PW

by e-mail: South@student-cribs.com

For emergency repairs please call – 0203 758 7000

8. Rent Smart Wales

Registration Number

(if applicable) #RN-52106-24706[RW1]

Licence Number #LR-50067-91440

(if applicable)

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B – Definitions

We need to use some legal terms in this contract. By providing this list of definitions we aim to help explain some terms that you may find in this contract. Please note that definitions used in the above section ‘Fixed Term Standard Occupation Contract – Explanatory Information’ are also incorporated into the contract.

**Term**

Meaning

**Act**

Renting Homes (Wales) Act 2016.

**The dwelling**

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 dwelling to be occupied under this contract. When the dwelling is part of a larger building, the dwelling includes the right to use shared access and other similar facilities.

**The building**

If the dwelling 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.

**Contract**

Means the occupation contract recorded by this written statement.

**Landlord, we, us**

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

**occupation date**

the day on which you are entitled to move into the dwelling.

**permitted occupier**

Means as defined in section 244(5) of the Act.

**contract-holder, you, your**

This includes anyone who is entitled to use the dwelling under the terms of the contract. If this is a joint contract you are all responsible (separately and jointly) for the contract holders' 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 contract-holders are individually and jointly responsible for paying rent and for all other contract holders' responsibilities during the contract.

**Guarantor**

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

**Occupation Period**

the period during which you are entitled to occupy the dwelling starting on the date shown in clause A4 of this contract and ending on the later of the expiry of the Fixed Term and the period you otherwise remain in occupation.

**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 contract 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 dwelling**

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

**Managing Agent**

The agent we ask to manage the dwelling and the contract on our behalf.

**Month**

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

**Original Contract**

The original contract (if any) which was entered into in relation to the dwelling, which would still be in force at the date of this contract had it not terminated early. This could be the Prior Contract, or an occupation contract prior to that.

**Prior Contract**

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

**Utilities**

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

**estate management grounds**

The grounds defined in Attachment 4.

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C – General clauses

1. Renting Homes (Wales) Act 2016

This written statement is for an occupation contract as defined in Section 1 of the Act. Section 184 of the Act sets out the conditions under which the fixed term standard contract comes to an end.

2. Serving notices properly

If either we or you serve a notice under this contract, we will treat it as being served properly if it is delivered by hand or by post or by email. Where you serve notice by post, please use the postal address provided in clause A7. 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 South@student-cribs.com.

b) email service for the contract-holder 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 Agent confirming that your email has been received.

Sections 236 and 237 of the Act make further provision about the form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.

3. Data protection

The contract-holder and Guarantor agree that the Landlord or Landlord's agent may provide the contract-holder's or 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 contract-holder 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).

4. Severance

Each of the clauses of this contract 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 contract to someone else

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

7. Personal data

We like to stay in touch with our past contract-holders 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 South@student-cribs.com.

8. Prior Contract

In the event that there was any Prior Contract the parties agree and acknowledge that the Prior Contract has been surrendered upon entry into this contract.

9. Excluded Terms

(a) The following regulations from The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 have been excluded (either because (i) they are being excluded entirely from the contract or (ii) they are addressed more specifically within this contract and their exclusion is to avoid any potential confusion as to whether the specific wording in the Model Written Statement applies):

4 - Use of the dwelling by the contract-holder

5 - Permitted occupiers who are not lodgers or sub-holders

6 – Changes to the provision of utilities to the dwelling

7 – Security of the dwelling – unoccupied periods

9 – Repayment of rent or other consideration

11 – Periods when the dwelling is unfit for human habitation

12 - Receipt of rent or other consideration

13 – Duty to take care of the dwelling

14 – Duty to notify landlord of defect or disrepair

15 – Landlord's right to enter the dwelling – repairs to fixtures and fittings

21 - Security of the dwelling – locks

27 – Inventory

29 – Changes to the dwelling

31 – Permitting lodgers

(b) The fundamental term relating to deposits has been excluded as you are not required to pay a deposit under this contract.

10. Variation

(a) This contract may not be varied except —

a. by agreement between you and us, or

b. by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(b) A variation of this contract (other than by or as a result of an enactment) must be in accordance with clause C10(c)-(g).

(c) The fundamental terms of this contract set out in clause C10(d) may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(d) The fundamental terms to which paragraph C10(c) applies are —

a. (requirement to use deposit scheme), although note we do not take deposits and so this is not applicable to the contract as noted above,

b. clause D31(1)–(5) (inclusive) (anti-social behaviour and other prohibited conduct),

c. clause D29(h)–(k) inclusive (joint contract-holder ceasing to be a party to the contract),

d. clause G1(a) and (b) (permissible termination),

e. clause G1(f) to (j) (inclusive) (death of sole contract-holder),

f. clause G1(o) (possession claims),

g. clause C10(a)b. and 10(b),

h. clause C10(d) to (g), and

i. clause G1(hh) (false statement inducing - landlord to make contract to be treated as breach of conduct).

(e) A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect:

a. unless as a result of the variation —

i. the fundamental provision which the term incorporates is incorporated without modification, or

ii. the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;

b. if the variation (regardless of whether it is within clause C10(e)(a) would render the fundamental term incompatible with a fundamental term set out in clause C10(d).

(f) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(g) Clause C10(f) does not apply to a variation made by or as a result of an enactment.

11. Written Statements

(a) We must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

(b) If there is a change in the identity of the contract-holder under this contract, we must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with:

a. the day on which the identity of the contract-holder changes, or

b. if later, the day on which we (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(c) We may not charge a fee for providing a written statement under clause C11(a) or (b).

(d) You may request a further written statement of this contract at any time for which we may charge a reasonable fee.

(e) We must give you the further written statement before the end of the period of 14 days starting with:

a. the day of the request, or

b. if we charge a fee, the day on which you pay the fee.

(f) If this contract is varied we must, before the end of the relevant period (see clause C11(g)), give you:

a. a written statement of the term or terms varied, or

b. a written statement of this contract as varied.

(g) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(h) We may not charge a fee for providing a written statement under clause C11(f).

12. Provision of Information about the Landlord

(a) We must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

(b) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(c) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

(d) If the landlord fails to comply with an obligation under clause C12(a) to (c) (inclusive), the landlord is liable to pay you compensation under section 87 of the Act.

(e) The compensation is payable in respect of the relevant date (see clause C12(h) below) and every day after the relevant date until:

a. the day on which the landlord gives the notice in question, or

b. if earlier, the last day of the period of two months starting with the relevant date.

(f) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in clause C12(e)b.

(g) The interest starts to run on the day referred to in clause C12(e)b. at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

(h) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

13. Limited recourse wording

Notwithstanding any provisions of this written statement:

(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 written statement 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 written statement and the contract 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 written statement and the 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 dwelling will not be released to any contract-holder until every contract-holder bound by this contract 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 contract-holder 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 A5. 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 clause D4A below. Any changes in the terms of rental payments set out in Attachment 2 must be agreed in writing with South@student-cribs.com.

If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent.

3. ID

Where required by the Landlord, the contract-holder must satisfy the Landlord's ID check requirements by either:

(a) attending the Student Cribs office in London prior to the occupation date between 9am and 5pm Monday – Friday (unless that day is a Bank or public holiday), with all required original documentation.

(b) Meeting with the Landlord's representative on a date pre-determined by the Landlord with all required original documentation. The contract-holder must attend such meetings as are arranged by the Landlord (at reasonable notice of not less than 48 hours).

If the contract-holder is not able to comply with either clause D3(a) or (b) or brings insufficient documentation, this will require an additional meeting. The Landlord retains absolute discretion as to whether the documentation provided is sufficient.

If the immigration status of the contract-holder changes from the immigration status notified to the Landlord initially, the contract-holder is to immediately notify the Landlord. You shall fully indemnify us against any losses, costs, claims, damages or expenses incurred as a result of any breach of any applicable immigration regulations.

4. Utilities

A. Your Utilities are included in your rent (subject to the allowance). It is important to understand that your energy is not an unlimited supply. The maximum allowance for the Utilities per contract-holder included in your rent is {Tenancy Bills} per contract-holder per week and this allowance covers your electricity, gas, water, internet and communal TV licence. You will be responsible for any costs for electricity, gas, water, internet and TV licences over and above the weekly allowance. If your Occupation Period 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.

5. 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.

6. Not to withhold rent

Otherwise than as specified under clause D2, not to withhold your rent or any other amounts due under this contract.

7. 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 Occupation Period or complete a council tax exemption form in the event you are eligible as a student.

8. Changing suppliers or installing payment meters

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

9. Windows

You must clean, or have cleaned, all the windows you can reasonably reach on the inside of the dwelling during your Occupation Period. You must have cleaned all the internal windows you can reasonably reach on the inside of the dwelling within 14 days before the end of Occupation Period. 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.

10. 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.

11. 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 contract.

12. Taking care of the dwelling

You must keep the inside of the dwelling 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 dwelling is unclean or unsightly, the Managing Agent will give you 3 days to make good the state of the dwelling and will request photographic evidence or will send a representative to the dwelling to take photographic evidence that the dwelling is clean and sightly. We will instruct external cleaners if required and the contract-holder will be invoiced for the payment.

13. Report faults

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

14. Allow us access to the dwelling

(1) During the Occupation Period, as long as we give you at least 24 hours' notice, you must allow us or our employees or contractors into the dwelling to:

• inspect the condition of the dwelling;

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

• carry out repairs or alterations to the fixtures and fittings or other items listed in the inventory, or replacing them;

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

• during the Occupation Period show the dwelling to possible new contract-holders or someone who wants to buy the dwelling;

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

• carry out our legal responsibilities as the Landlord.

(2) The landlord is not liable for failing to comply with the obligations under terms E3(1) to E3(6) inclusive if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so

(3) In the event of an emergency which results in us needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

(4) If you do not provide access immediately in the event of an emergency, the landlord may enter the dwelling without your permission.

(5) If the landlord enters the dwelling without permission, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(6) An emergency includes —

a. something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and

b. something which if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

15. Regulations for shared areas

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

16. 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.

17. 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 dwelling, 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 dwelling is cut off, so that the smoke and carbon monoxide detectors are always working.

18. Prevent condensation damp and mould

You must take reasonable care to heat and ventilate the dwelling to help prevent condensation to include maintaining an indoor temperature between 18°C and 21°C. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the dwelling and its fixtures and fittings.

19. Rubbish and storage

You must remove all rubbish from the dwelling 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 (i.e. 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 contract-holders.

20. Parking

If you rent a specific car parking space or garage as part of this contract, 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 South@student-cribs.com.

21. Garden

If you have a garden, you must keep it clean and tidy and in the same condition as at the start of the Occupation Period 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 Occupation Period.

22. 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 dwelling or personal injury that results from something you have or have not done (we call this negligence).

23. Allowing notices on the dwelling

During the Occupation Period, you must allow us to display a 'for sale' or 'to let' board or notice on the dwelling.

24. How you can use the dwelling

You must not use the dwelling or the building for anything illegal or immoral. The possession of illegal substances/legal highs is strictly forbidden within the dwelling. 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 dwelling.

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

You must only use the dwelling as your home.

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

25. Locks and Keys

You must not change or install any additional locks or security chains on any doors or windows at the dwelling or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the dwelling 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 Occupation Period where you have lost or misplaced keys during the contract-holder or where you have failed to return any keys supplied to you by us at the end of the contract. 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.

26. Not alter the dwelling

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

27. Not damage the dwelling

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

28. 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. You must not remove these items from the dwelling or the building.

29. Not transferring your legal rights

(a) You may not deal (see clause D29(d) below) with this contract, the dwelling or any part of the dwelling except —

i) in a way permitted by this contract, or

ii) in accordance with a family property order (see section 251 of the Act).

(b) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except —

i) in a way permitted by this contract, or

ii) in accordance with a family property order.

(c) If you do anything in breach of clause D29(a), or a joint contract-holder does anything in breach of clause D29(b) —

i) the transaction is not binding on us, and

ii) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on us).

(d) “Dealing” includes —

i) creating a tenancy or a further occupation contract, or creating a licence which confers the right to occupy the dwelling;

ii) transferring;

iii) mortgaging or otherwise charging.

(e) Subject to clause D29 (f) you must not deal with this contract, the dwelling or any part of the dwelling throughout the term of your occupation contract.

(f) You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.

(g) If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

(h) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are —

i) fully entitled to all the rights under this contract, and

ii) liable to perform fully every obligation owed to the landlord under this contract.

(i) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.

(j) Nothing in clause D29(h) of (i) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.

(k) Clause D29(h) to (j) does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

30. Empty dwelling

You must not leave the dwelling 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 dwelling. If the dwelling 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 dwelling to prevent the water system freezing.

31. Anti-Social Behaviour and other prohibited conduct

(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance (including playing any radio, television, sound bar, speaker system or musical instrument) to a person with a right (of whatever description) —

(a) to live in the dwelling subject to this contract, or

(b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

In particular, you must not play any music or create noise which can be heard outside the dwelling between 10pm and 8.30am or cause disturbance or annoyance to your neighbours at any time

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —

(a) in the dwelling subject to this contract, or

(b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct —

(a) capable of causing nuisance or annoyance to —

(i) the landlord, or

(ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and

(b) that is directly or indirectly related to or affects the landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal, immoral or illegal purposes (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.

(5) You must not, by any act or omission —

(a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in clause D31(1) to (3) inclusive, or

(b) allow, incite or encourage any person to act as mentioned in clause D31(4).

(6) You must not:

(a) do anything at the dwelling or the building to cause any other occupier of the dwelling or neighbouring dwelling any disturbance, distress, annoyance, inconvenience or damage to their dwelling, 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 dwelling, 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) 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 D59 of this contract 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.

32. 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 contract, any document supplied to you or to a Guarantor in connection with this contract, except where required by law. Disclosure by you is permitted to the extent that it is necessary to perform your obligations under this contract, 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.

33. Not place notices on the dwelling

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

34. Not fix an aerial or satellite dish

You must not fix any aerial or satellite dish on the dwelling 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.

35. Not fix blinds to windows

You must not fix blinds to the windows of the dwelling 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 contract.

36. Animals and pets

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

37. Our contents

You must not remove the furniture, equipment and belongings shown in the inventory from the dwelling 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 contract, this will be their position at the start of the Original Contract) within the dwelling at the end of the contract.

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

38. 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 dwelling 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 dwelling or in any shared garden unless we or our Managing Agent give you our permission in writing.

39. 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.

40. 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 dwelling 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.

41. 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.

42. Notices

You must keep safe any notices, orders or other documents delivered to the dwelling or the building and addressed to the landlord specifically, and/or the owner generally, and as soon as is reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord.

You must as soon as is reasonably practicable email a copy or photograph of the letter or notice to South@student-cribs.com.

43. Infestations

During the Occupation Period, you must take all reasonable measures to keep the dwelling 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 dwelling, or otherwise in accordance with your local authority's directions.

44. Payments made on your behalf

If someone else pays us rent on your behalf, we will use this money in relation to your rent and/or settling any of your other liabilities to us. In no circumstances will we use this money to create a new contract for any other person.

45. Smoking

You must not smoke in the dwelling and/or the building and you must ensure that none of your visitors smoke anywhere in the dwelling and/or the building. We would remind you that the dwelling must be returned to us in the same state that they were in at the commencement of this contract or, where there was an prior contract, the same state that they were in at the commencement of the Original Contract; if you smoke on the dwelling 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.

46. Cooking and Heating

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

47. Drains

You must not cause any blockage to the drains, gutters and pipes of the dwelling 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 Occupation Period 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.

48. Fire Safety

You are required to read the fire procedure/evacuation plan of the dwelling and 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 dwelling which are provided by us in the interests of health and safety of persons in the dwelling (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 dwelling 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 contract-holders, 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 dwelling), 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.

49. Your Furniture

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

50. Your Appliances

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

51. House Information

The contract-holder 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 dwelling which might put the health, safety or welfare of others or other contract-holders or others' property at risk.

52. Guests and Visitors

(a) The contract-holder must not allow more than one permitted occupier (i.e. a guest or a visitor) to stay in the dwelling overnight. No such permitted occupier may stay in the dwelling for more than 2 consecutive nights or more than 2 nights in the same week. The contract-holder takes responsibility for such permitted occupiers.

(b) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term E3(1) to E3(5) inclusive, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

53. Address information

The contract-colder must at all times and immediately inform the Landlord or the Managing Agent if the contract-holder '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 contract 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.

54. 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 Attachment 3.

At the end of the contract:

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 dwelling in consequence of the contract-holder's breaches of the contract-holder's obligations in this agreement and the associated costs of remedying these breaches within 12 weeks of the end of the term of the contract however this timescale is provided only as a guideline and the Landlord shall not be in breach of this contract if it does not publish this schedule within the stated period.

56. Forwarding address

Just before or immediately after the contract 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 contract.

57. When the contract ends

(1) The contract-holder needs to return the property to the Landlord at the end of the contract, having been cleaned to a professional standard throughout.

(2) You must —

a) remove from the dwelling all property belonging —

(i) to you, or

(ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,

b) return any property belonging to the landlord to the position that property was in on the occupation date,

c) return to the place or person we have agreed with you all keys which enable access to the building and dwelling, which were held during the term of the contract by you, and

d) You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear).

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

(4) You must not pass the keys to any other party, in particular an incoming contract-holder. 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 dwelling in order to secure it, any proceedings required to procure vacant possession of the dwelling, removals and employing a bailiff or similar.

(5). You must remove any rubbish and leave the dwelling 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 contract including those incurred in cases where a consent is refused or the application is withdrawn.

59. Breach of contract

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 contract.

60. Confidentiality concerning compensation

In the event any matter arises in connection with this written statement 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.

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E – Our responsibilities

We agree to do the following:

1. Costs of preparing this contract

We will pay the cost of preparing this contract.

2. Not increase the rent

We will not increase the rent within the Fixed Term of your occupation as shown in Clause A4.

**Following the expiry of the Fixed Term, if you remain in occupation of the dwelling the rent will increase by 20% per annum from the date of commencement of the statutory periodic occupation contract which arises and every anniversary of that date and the rent will become immediately payable quarterly in advance thereafter**.

3. Repairs

(1) We must ensure that the dwelling is fit for human habitation —

a) on the occupation date, and

b) for the duration of the Occupation Period.

(2) We must —

a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and

b) keep in repair and proper working order the service installations in the dwelling.

(3) If the dwelling forms part only of a building, we must —

a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and

b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —

(i) forms part of any part of the building in which we have an estate or interest, or

(ii) is owned us or is under our control.

(4) The standard of repair required by clause E3(1) and (2) is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(5) In this contract, “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

(6) We must make good any damage caused by works and repairs carried out in order to comply with the landlord’s obligations in clause E3 (1) to (4) inclusive.

(7) We may not impose any obligation on you in the event of you enforcing or relying on our obligations under clause E3(1) to (4) inclusive.

(8) Clause E3(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(9) The landlord’s obligations under clauses E3(1) and (2) do not require the landlord —

a) to keep in repair anything which you are entitled to remove from the dwelling, or

b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause (see clause E3(11) below).

(10) If the dwelling forms part only of a building, the landlord's obligation under clauses E3(1) and (2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(11) Relevant causes for the purpose of clause E3(9b) and (10) are fire, storm, flood or other inevitable accident.

(12) Clause E3(3) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of —

a) the dwelling, or

b) the common parts that you are entitled to use under this contract.

(13) Clause E3(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(14) The landlord is not obliged by clauses E3(2) and (3) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(15) "Lack of care" means a failure to take proper care —

a) of the dwelling, or

b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

(16) The Landlord's obligations under clauses E3(1) to (3) inclusive do not arise until we become aware that works or repairs are necessary.

(17) We comply with the obligations under clauses E3(1) to (3) inclusive if we carry out the necessary works or repairs within a reasonable time after the day on which we become aware that they are necessary.

(18) If —

a) the landlord (the “old landlord”) transfers the old landlord’s interest in the dwelling to another person (the “new landlord”), and

b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with clauses E3(1) to (3) inclusive

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

4. What we will not have to repair:

a. anything which you are responsible for repairing;

b. the dwelling if they are damaged or destroyed by a relevant cause; or

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

5. Right to occupy without interference from the landlord

(1) We may not, by act or omission, interfere with your right to occupy the dwelling. We do not interfere with your right to occupy the dwelling by reasonably exercising our rights under this contract or by a failure to comply with our repairing obligations.

(2) We are to be treated as having interfered with your right if a person who —

a) acts on behalf of the landlord, or

b) has an interest in the dwelling, or part of it, that is superior to the landlord’s interest,

interferes with your right by any lawful act or omission.

6. Insurance

We will keep the dwelling and our contents (if any) insured for any amounts we feel appropriate. We will insure the dwelling 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 contract-holder’s contents. Contract-holders must take out their own contents insurance if they want their contents insured.

7. Not paying you compensation

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

8. Smoke and carbon monoxide alarm and detectors

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

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F – Inventory and condition of the dwelling

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 dwelling.

2. Charge for checking the inventory

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

3. Accepting the inventory

Before the occupation date 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 occupation date and we will assume that you agree to the inventory and description of the condition of the dwelling as being a true and full record of the condition of the dwelling at the time you moved into the dwelling unless you advise us otherwise within 7 days of the inventory being received.

4. Checking the inventory

At the end of the Occupation Period, 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 dwelling at all times which we will use and provide to authorised third party contractors to allow us/them access to the dwelling in accordance with Clause D14. We will install a key safe at the dwelling 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 dwelling, the key must be replaced in the key safe and you must scramble the dial immediately after access to the dwelling 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 contract

(1) Grounds for termination

(a) This contract may be ended only in accordance with —

(i) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in this clause G, or

(ii) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(b) Nothing in this clause affects –

(i) any right of ours or contract-holder to rescind the contract, or

(ii) the operation of the law of frustration.

(c) If you agree with us to end this contract, this contract ends —

(i) when you give up possession of the dwelling in accordance with what you agree with us, or

(ii) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

(d) An occupation contract is a substitute contract if —

(i) it is made in respect of the same (or substantially the same) dwelling as the Original Contract, and

(ii) you were also the contract-holder under the Original Contract.

(e) If we commit a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

(f) If you are sole contract-holder, this contract ends —

(i) one month after your death, or

(ii) if earlier, when we are given notice of your death by the authorised persons.

(g) The authorised persons are —

(i) your personal representatives, or

(ii) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(h) The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

(i) The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.

(j) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends —

(i) when the order ceases to have effect, or

(ii) if later, at the time the contract would end under clause G(1)(f).

(k) You may end this contract at any time before the earlier of —

(i) the landlord giving you a written statement of this contract under clause C11, or

(ii) the occupation date.

(l) To end this contract under paragraph G(1)(k) you must give a notice to us stating that you are ending this contract.

(m) On giving the notice to us under clause G(1)(l), you —

(i) cease to have any liability under this contract, and

(ii) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

(n) If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

(o) We may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in clauses G(1)(r) to (dd) inclusive and clause G(1)(hh) and (ii).

(p) This clause applies in relation to a possession notice which we are required to give to you under any of the following clauses before making a possession claim —

(i) G(1)(s) (in relation to a breach of contract by a contract-holder);

(ii) G(1)(x) (in relation to estate management grounds);

(iii) G(1)(dd) (in relation to serious rent arrears).

(q) The notice under clause G(1)(p) must (in addition to specifying the ground on which the claim will be made) —

(i) state the landlord's intention to make a possession claim,

(ii) give particulars of the ground for seeking possession, and

(iii) state the date after which the landlord is able to make a possession claim.

(r) If you breach this contract we may on that ground make a possession claim. Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

(s) Before making a possession claim on the ground in term G(1)(r), we must give you a possession notice specifying that ground.

(i) We may make a possession claim in reliance on a breach of clause D31 (anti-social behaviour and other prohibited conduct) on or after the day on which we give you a possession notice specifying a breach of that term.

(ii) We may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which we give you a possession notice specifying a breach of that term.

(iii) In either case, we may not make a possession claim after the end of the period of six months starting with the day on which we gave you the possession notice.

(t) We may make a possession claim on one or more of the estate management grounds. The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Attachment 4 to this contract.

(u) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless —

(i) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and

(ii) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(v) If the court makes an order for possession on an estate management ground (and on no other ground), we must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

(w) Clause G(1) (v) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

(x) Before making a possession claim on an estate management ground, we must give you a possession notice specifying that ground.

(y) We may not make the claim under clause G(1)(x) —

(i) before the end of the period of one month starting with the day on which we give you the possession notice, or

(ii) after the end of the period of six months starting with that day.

(z) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, we may give you a possession notice specifying estate management Ground B before the conditions are met.

(aa) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —

(i) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or

(ii) after the end of the period of twelve months starting with that day.

(bb) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

(cc) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

(i) You are seriously in arrears with your rent —

(1) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;

(2) where the rental period is a month, if at least two months' rent is unpaid;

(3) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

(4) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

(ii) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights under the Human Rights Act 1998) make an order for possession of the dwelling if it is satisfied that you:

(1) were seriously in arrears with your rent on the day on which we gave you the possession notice, and

(2) are seriously in arrears with your rent on the day on which the court hears the possession claim.

(dd) Before making a possession claim on the ground in clause G(1)(cc) we must give you a possession notice specifying that ground. We may not make the claim —

(i) before the end of the period of 14 days starting with the day on which we give you the possession notice, or

(ii) after the end of the period of six months starting with that day.

(ee) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends —

(i) if you give up possession of the dwelling on or before that date, on that date,

(ii) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or

(iii) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(ff) Clause G(1)(gg) of this term applies if —

(i) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

(ii) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

(gg) This contract ends immediately under clause G(1)(ff) before the occupation date of the new contract.

(hh) If we are induced to make this contract by means of a relevant false statement —

(i) you are to be treated as being in breach of this contract, and

(ii) we may accordingly make a possession claim on the ground in clause G(1)(r) (breach of contract).

(ii) A relevant false statement is one which if it is made knowingly or recklessly by —

(i) you, or

(ii) another person acting at your instigation.

(jj) We may terminate this contract if you leave the dwelling and do not mean to return in accordance with section 220 of the Act.

2. Giving notice at the end of the Occupation Period

(a) You must give us at least one month's notice in writing when you want to end the contract as follows:

(i) If you wish to end the contract on the Fixed Term End Date, please give us at least one month’s notice before the Fixed Term End Date set out in clause B4 (i.e. the notice period). The notice period cannot end before the Fixed Term End Date. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice period ends and you have moved out of the dwelling.

(ii) If the contract is not ended by you on the Fixed Term End Date you must give us at least one month's notice in writing of the date on which you wish to end the contract (i.e. the notice period).

(b) You will still be legally responsible for paying the rent and for all other responsibilities under this contract until the notice period ends in accordance with clause G2(a)(i) or (ii) as appropriate and you have moved out of the dwelling.

If you do move out of the dwelling before the Occupation 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 contract for any reason, you must let us know in writing to the email address South@student-cribs.com as soon as possible. Until such time as the agreement has been signed by a replacement contract-holder and guarantor that we have approved in writing, (who you are responsible for finding, carrying out viewings and agreeing the replacement with the other contract-holders bound by this agreement) and submitted the necessary identifications required by the Landlord and/or the Managing Agent and all other contract-holders 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.

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Attachment 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 dwelling 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 dwelling which might be dangerous or damage the drainage system. The contract-holder is responsible for litter picking in the dwelling grounds during their Occupation Period.

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 dwelling.

4. You must not:

a. hang clothes or other items outside the dwelling; 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 dwelling or the building.

5. You must not throw rubbish out of any window of the dwelling 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 dwelling 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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Attachment 2 – Schedule of Rental Payments

{Payments Schedule Table}

If you paid £200pp 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.

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Attachment 3 - Guidance on Legionnaires’ disease for contract-holders 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 dwelling 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 contract-holders and residents also have an important part to play in taking these simple and practical precautions.

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Attachment 4 – Estate Management Grounds

See clause G(1)(t)

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

*Ground A (building works)*

1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—

(a) to demolish or reconstruct the building or part of the building comprising the dwelling, or

(b) to carry out work on that building or on land treated as part of the dwelling,

and cannot reasonably do so without obtaining possession of the dwelling.

*Ground B (redevelopment schemes)*

2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 of the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

*Ground C (charities)*

3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

*Ground D (dwelling suitable for disabled people)*

4 The dwelling has features which are substantially different from those of ordinary

dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—

(a) there is no longer such a person living in the dwelling, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

*Ground E (housing associations and housing trusts: people difficult to house)*

5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

(a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

*Ground F (groups of dwellings for people with special needs)*

6 The dwelling constitutes part of a group of dwellings which it is the practice of the

landlord to make available for occupation by persons with special needs and—

(a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,

(b) there is no longer a person with those special needs living in the dwelling, and

(c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

*Ground G (reserve successors)*

7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

*Ground H (joint contract-holders)*

8 (1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

(a) section 111, 130 or 138 (withdrawal), or

(b) section 225, 227 or 230 (exclusion).

(3) The second condition is that—

(a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or

(b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

*Ground I (other estate management reasons)*

9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

(2) An estate management reason may, in particular, relate to—

(a) all or part of the dwelling, or

(b) any other dwelling of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

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H – Signatures

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

The clauses in part A set out the rent you have agreed to pay and the length of the occupation, our (as the Landlord) and your (as the contract-holder) details and the dwelling this contract applies to.

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

By law, you must keep to the terms in this contract once you and we have signed and dated the contract.

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

{Contract Signatures}

{Guarantor Addendums}