Your Common Law Tenancy — A Simple Guide

For tenants and guarantors. This is a plain-English summary — your signed contract is the legal document.

What type of tenancy is this?

This is a **common law tenancy** (not an assured shorthold tenancy) for a fixed term. There are two versions:

Individual Contract	Joint & Several Contract
You sign your own contract and pay your own rent. You share joint and several liability for communal obligations (e.g. property condition) but not for each other's rent.	All tenants sign one contract. Every tenant is liable for the full rent, not just their share. If one tenant doesn't pay, the landlord can ask any other tenant or guarantor to cover it.

Rent and bills

- **Rent:** Rent is paid in advance by standing order (or direct debit). Dates and amounts are in Attachment 2 of your contract.

Your contract will confirm which billing arrangement applies to your property:

	Gas & Electric Included	Gas & Electric Not Included
Water, Internet, Communal TV Licence	Included in rent	Included in rent
Gas & Electricity	Included in rent (fair usage policy applies)	You pay separately. You must set up your own supplier, send us meter readings at start and end, and settle your final bill.

- **Late payment:** Rent more than 14 days late may incur interest at 4% above the Bank of England base rate.
- **Overstaying:** If you stay beyond the fixed term, rent increases by 20% per year, payable quarterly in advance.
- **Council tax:** Register for council tax (or apply for student exemption) — this is your responsibility.

Before you move in

- **Requirements:** Approved guarantor, Right to Rent ID checks completed, and first rent instalment paid. Joint contracts: no keys released until every tenant has completed these steps.
- **Keys:** Book key collection with at least 2 working days' notice.

Your responsibilities — the key rules

- **Property care:** Keep the property clean and in good condition. Report faults within 24 hours via your Student Cribs portal.
- **Strictly not allowed:** No smoking, no pets, no candles or open flames, no illegal substances (including nitrous oxide), no additional furniture without written permission.
- **Walls:** No Blu-tack, nails, glue or sticky tape on walls. Use display boards where provided.
- **Communal areas:** No hanging clothes outside, no items on window sills, no blocking shared hallways or fire escapes.
- **Noise and guests:** Keep noise down, especially between 10pm and 8.30am. You are responsible for your guests' behaviour. Max 1 overnight guest, no more than 2 consecutive nights (or 2 nights per week).
- **Safety and health:** Check smoke and CO detectors monthly. Heat the property to 18–21°C to prevent mould. Ventilate regularly. Flush unused water outlets weekly and descale shower heads every 6 months.
- **Drains and rubbish:** Keep drains clear of hair and waste — if a blockage is your fault, you pay for the call-out. Put bins out correctly on collection days.
- **Locks and fire safety:** Do not change locks, cut extra keys, or tamper with fire safety equipment. Lost keys = you pay for replacement locks.
- **Absences:** Do not leave the property empty for more than 14 days without telling us. Leave heating on in cold weather to prevent pipes freezing.
- **Confidentiality:** The terms of your tenancy are confidential — do not share them.

Leaving early or replacing a tenant

- You cannot simply leave. Email tenancy@student-cribs.com immediately. You remain liable for rent and all obligations until a replacement tenant and guarantor (approved by us) have signed a new agreement. You are responsible for finding a replacement, and reasonable admin costs apply. Replacements are not possible with fewer than 6 months left on the term. All replacements are at the landlord's discretion.

Deposit and end of tenancy

- **Deposit:** Your deposit can be used for: damage beyond fair wear and tear, missing items, unpaid rent, or cleaning.
- **Inventory:** An inventory is prepared before you move in. You have 7 days from receiving it to raise any disputes — after that, it is treated as agreed.
- **Notice:** Give at least 1 month's written notice before the tenancy end date. Joint contracts: all tenants must sign the notice.
- **Check-out:** Leave the property professionally cleaned throughout, return all keys to us (not to incoming tenants), and provide a forwarding address. Send final gas/electricity meter readings to your supplier and to us.

What guarantors need to know

- You agree to cover the tenant's rent and any costs if they do not meet their obligations. Your liability runs for the full tenancy term (and any extension) and is not reduced if the landlord gives extra time to pay, amends the agreement, or releases another guarantor.

Need help?

Email: **tenancy@student-cribs.com** Phone: **0203 758 7000**

If you are unsure about anything in your contract, we recommend getting independent legal advice before signing.

*Please note that Utilities specifications will vary based on property and type of tenancy

Common Law Tenancy Agreement For

{Property Address}

Tenants:

{Tenants Involved Names}

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 fourteen 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

Attachment 1 – You must not do the following

Attachment 2 – Schedule of Rental Payments

Attachment 3 – Guidance on Legionnaires' disease for Tenants and residents of rented domestic accommodation

H – Signatures

I – Guarantor Addendums

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.

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.

Right to Rent

The provisions of the Immigration Act 2014 and subsequent amendments, additions or replacements and guidance to the same that pertain to the requirements upon landlords and tenants.

B – Main Terms of this Agreement

1. Date on which the agreement is made: {Date Tenancy Issued}

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 Attachment 2

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.

C – General clauses

1. Common Law tenancy

This tenancy is governed by the common law and is not an assured or assured shorthold tenancy.

2. Our address for serving notices

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use address – 33 Cavendish Square, Margaret Street, London, W1G 0PW.

3. Serving notices properly

3.1. If either we or you give a notice or any other document(s) under or in connection with this agreement and/or under or in connection with this tenancy and/or under or in connection with any relevant statute, (which we refer to as 'Notice' for this clause) that Notice will be validly given and deemed served where the terms of this clause C3 have been complied with.

3.2. Our method of service

3.2.1. A Notice which we give to you will be deemed served if it is:

a. in writing and delivered by hand to you at the Premises; or

b. in writing and sent by recorded or registered delivery or by first class post to you at the Premises; or

c. if it is sent by email to you at {Tenants Emails}.

3.3. Your method of service

3.3.1. A Notice which you give to us will be deemed served if it is:

a. if it is in writing and delivered by hand to us at 33 Cavendish Square, Margaret Street, London, W1G 0PW or such other address as we may notify you in writing; or

b. if it is in writing and sent by recorded or registered delivery or by first class post to us at 33 Cavendish Square, Margaret Street, London, W1G 0PW or such other address as we may notify you in writing; or

c. if it is sent by email as a PDF attachment which has been signed and dated by all tenants and is sent to {regional_mailbox_email}, or such other email address as we may notify you in writing.

3.4. Timings of service

3.4.1. If we give you a Notice under clause 3.2.1(a) or under 3.2.1.(c) or you give us a Notice under clause 3.3.1(a), it will be deemed served on the day it is delivered if it is delivered before 5pm, and it

will be deemed served on the next working day if it is delivered after 5pm, and if it is served on a weekend or bank holiday, it will be deemed delivered on the first working day after the day of delivery.

3.4.2. If we give you a Notice under clause 3.2.1(b) or you give us a Notice under clause 3.3.1(b) it will be deemed served on the second working day after it is posted.

3.4.3. If you give us a Notice under clause 3.3.1(c), it will be deemed served only upon receipt of an email from the Landlord or Landlord's Managing Agents confirming that your email has been received.

3.5. You acknowledge that you have consented to any notices or other documentation that we have already given to you or which we come to give to you under or in connection with this agreement may be sent to you by email.

3.6. This clause does not apply to the service of any proceedings or other documents in any legal action, which should be served in accordance with the Civil Procedure Rules or any other relevant statute.

4. Data protection

The Tenant and Guarantor agree that the Landlord or Landlord's agent may provide the Tenant'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, and for Right to Rent checks. 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 {regional_mailbox_email}.

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 {Fund Full Name} (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.

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, has complied with Right to Rent requirements 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 (except for gas and electricity) is included within the Rent. We reserve the right to recharge you for unreasonable or excessive use of Utilities (except for gas and electricity) in accordance with Section D4A below. Any changes in the terms of rental payments set out in Attachment 2 must be agreed in writing with {regional_mailbox_email}. Please note that you will need to pay separately for gas and electricity and the details about this are at Section D4B below.

3. Right to Rent

The Tenant must complete all Right to Rent requirements by either:

(a) attending the Student Cribs office in London prior to the start date of the tenancy 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 Tenant must attend such meetings as are arranged by the Landlord (at reasonable notice of not less than 48 hours).

The Tenant must immediately notify the Landlord of any change to their status as applicable under the Right to Rent. If the Tenant is not able to comply with either 3(a) or 3(b) Right to Rent conditions above 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 Tenant changes from the immigration status notified to the Landlord initially, the Tenant 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 the Right to Rent regulations.

4. Utilities

A. Your Utilities (except for gas and electricity) are included in your rent (subject to the allowance). The maximum allowance for the Utilities (except for gas and electricity) per Tenant included in your rent is {Tenancy Bills} per Tenant per week and this allowance covers your water, internet and communal TV licence. You will be responsible for any costs for 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 included in your Rent exceed the weekly allowance, we reserve the right to apply a supplemental charge to cover the amount above the allowance for the premises.

B. Your gas and electricity costs are not included in your rent. You will need to:

(a) Contact the gas and electricity suppliers on the date of this tenancy and comply with all the laws and requirements of the relevant supplier relating to your use of gas and electricity.

(b) Pay the relevant supplier for your use of gas and electricity throughout the term.

(c) Immediately you have so contacted the relevant supplier, you need to inform us in writing of the relevant supplier's names.

(d) You will also need to send the relevant supplier and us your meter readings, including at the start and at the end of your tenancy.

(e) At the end of the tenancy, you will pay any balance due to the relevant supplier and you will inform us forthwith in writing of your final meter readings together with a photograph of all of the meters. You will also send to us the written confirmation from the relevant supplier that you have paid the final bill.

(f) If you allow the gas and/or electricity to be cut off, including by default of payment and/or specific instruction, you will pay the costs associated with reconnecting or resuming those services and you shall fully indemnify us against any losses, costs, claims, damages or expenses incurred as a result of any breach by you to comply with this clause, such losses are to include reasonable costs we incur to ensure that the next tenants have an electricity and/or gas supply.

5. To pay interest if you pay your rent late

To pay interest at 4% 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

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

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 tenancy 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 premises, 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 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.

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 tenancy.

12. 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 is 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.

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 premises. The primary method of contact must be your Student Cribs Portal Account via our website. In the absence of access to your account, please email {regional_mailbox_email} or for emergency repairs, please call – 0203 758 7000.

14. 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.

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 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.

18. 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. To ensure there are no issues with mould growth, you must keep the premises heated to between 18–21°C.

19. 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 (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 Tenants.

20. 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 {regional_mailbox_email}.

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 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.

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

23. 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.

24. 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.

25. 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.

26. Not alter the premises

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

27. 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.

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 premises or the building.

29. 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. For the avoidance of any doubt, this means you cannot be replaced if there are less than 6 months remaining in 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 the responsibility of the Tenant who wishes to leave the tenancy 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 Deed of Assignment – 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 a Deed of Assignment, 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.

30. 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.

31. Anti-Social Behaviour

31.1. 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.

31.2. 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 premises, 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 paragraph 59 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.

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 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.

33. 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.

34. 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.

35. 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.

36. Animals and pets

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

37. 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.

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 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.

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 in the premises. 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 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.

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 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 {regional_mailbox_email}.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

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 4.

At the end of the tenancy:

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 premises 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.

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. Increase the rent

We will not increase the rent within the initial term of the tenancy as shown in Clause B4. Following the expiry of the Term, if you remain in occupation of the premises the rent will increase by 20% per annum from and including the first anniversary of the date of commencement of the Tenancy and every anniversary of that date thereafter and the rent will become immediately payable quarterly in advance thereafter.

3. Repairs

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that 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.

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.

G – Ending the tenancy

1. Our right to re-enter the premises – known as forfeiture

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must 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 are entitled to repossess the premises, and this tenancy will end immediately, if you:

a. do not pay all or any of the rent 14 days after it was due, whether or not we have formally asked you to pay it;

b. do not keep to any significant agreement or major responsibility in this agreement;

c. have a bankruptcy order made against you or your Guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors; or

d. leave the premises and do not mean to return.

2. Grounds for possession

We will seek possession if any of the following grounds apply:

A. The Rent is unpaid 21 days after becoming payable, whether demanded or not;

B. An Act of Insolvency occurs; or

C. You have breached the agreement.

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

For the purposes of this clause, an Act of Insolvency includes:

a. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of you or any guarantor;

b. the making of an application for an administration order or the making of an administration order in relation to you or any guarantor;

c. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to you or any guarantor;

d. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of you or any guarantor;

e. the commencement of a voluntary winding-up in respect of you or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

f. the making of a petition for a winding-up order or a winding-up order in respect of you or any guarantor;

g. the striking-off of you or any guarantor from the Register of Companies or the making of an application for you or any guarantor to be struck-off;

h. the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to you or any guarantor; or

i. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against you or any guarantor.

An Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

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

We also reserve the right to terminate the tenancy should the reference checks for a Tenant and/or a Guarantor fail.

3. Giving notice at the end of the term

You must give us at least one month's notice in writing when you want to end the tenancy, so one month before the Tenancy End Date set out in clause B4 (i.e. the notice period). This notice will only be valid if it is signed by all of the tenants before you give it to us. The notice period cannot end 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 notice period ends 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.

4. 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 {regional_mailbox_email} 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.

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 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 premises 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.

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.

Attachment 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 –

- 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.
- 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 –

- 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.
- 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.

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.

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

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

{Contract Signatures}

{Guarantor Addendums}