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## DEFINITIONS & INTERPRETATION

11.1 In this Agreement :

**Agreement:** means this agreement;

11.2 **Building:** means the building referenced in principal terms of this Agreement.

**Building Common Parts:** means the entrance hall, stairs, corridors, laundry, courtyards, lifts, bicycle stores and any other common areas within the Building provided for the benefit of all tenants;

**Contents:** means the furnishings and effects to be found in the Room and the Flat Common Parts (if applicable) as listed in the inventory to be provided to the Tenant on moving-in to the Room;

**Data Protection Legislation:** means the Data Protection Act 2018 (**DPA**), the EU Data Protection Directive 95/46/EC, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and Regulation (EU) 2016/679 known as the General Data Protection Regulation (**GDPR**), as each of the foregoing may be amended, replaced or re-enacted from time to time and all applicable laws and regulations relating to the processing of personal data and privacy including where applicable the guidance and codes of practice issued by the ICO or other relevant supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not);

**Flat:** means the Flat (including the Room) being part of the Building;

**Flat Common Parts:** if applicable means the Flat, other than the Room and other rooms within the Flat occupied exclusively by other tenants of the Flat;

**Personal Data:** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Rent:** means rent referred to in the principal terms of this Agreement;

**Rent Payment Dates:** means the payment days referred to in the principal terms of this Agreement, with the first payment being due on the first payment date;

**Room:** means the room referred to in the principal terms of this Agreement being part of the Flat (or a studio) including its fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the Room;

**Service Media:** means (if any) central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

**Tenancy Period:** means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date as referred to in the principal terms of this Agreement;

**Website:** means [www.abodusstudents.co.uk](http://www.abodusstudents.co.uk)

11.3 Any reference in this Agreement to any other word or phrase referred to in the principal terms has the meaning as that set out in the principal terms.

- 11.4 The expression the "Landlord" includes the person who at any particular time has the right to receive rent under this Agreement.
- 11.5 Any obligation on the Landlord or the Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 11.6 Where any party to this Agreement comprises two or more persons, all their obligations can be enforced against them jointly or as separate individuals.
- 11.7 The headings in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.
- 11.8 The obligations of the Tenant [and the Guarantor] arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

## 2 THE LETTING

- 2.1 [At the request of the Guarantor, the] **OR** [The] Landlord lets the Room to the Tenant for the Tenancy Period.
- 2.2 The Landlord grants the Tenant the following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):
  - 2.2.1 the right to use the Flat Common Parts and the Building Common Parts to access and exit the Room; and
  - 2.2.2 the right to use the shared facilities within the Flat Common Parts and the Building Common Parts.
- 2.3 The Landlord reserves the following rights over the Room:
  - 2.3.1 the right for the Landlord and those authorised by the Landlord to enter the Room on reasonable written notice (except in cases of emergency) for any purpose mentioned in this Agreement; and
  - 2.3.2 the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room.
- 2.4 The Tenant accepts the Room, the Flat, the Flat Common Parts and Building Common Parts and the Building as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the Tenancy Start Date.
- 2.5 The Tenant shall accept that all the Contents are present in the Room or the Flat (as applicable) unless the Tenant informs the Landlord in writing that items are missing from the inventory within 48 hours of the Tenancy Start Date.
- 2.6 It is a condition of this Agreement that the Tenant remain a student in full time education throughout the Tenancy Period. If the Tenant breaches this condition they will be in breach of the Agreement, although such breach will not allow the Tenant to avoid liability under this Agreement. Similarly, if the Landlord has reasonable cause to believe that the Tenant has committed an act of fraud or other similar criminal activity in entering into this Agreement or in making any payment due under this Agreement, they will be in breach of its terms.
- 2.7 The Landlord reserves the right during subsistence of the Agreement to move the Tenant to alternative accommodation for the purpose of carrying out emergency repairs to the Room and/or the Flat or if the Landlord

considers it necessary or desirable to avoid difficulties between tenants or for the better management of the Building provided that:

- 2.7.1 the Tenant is given reasonable notice;
- 2.7.2 the alternative accommodation provided to the Tenant is of no lesser standard than the Tenant's current Room; and
- 2.7.3 the Tenant will occupy the alternative accommodation on the same terms as those of the Agreement.

### 3 TENANT'S OBLIGATIONS

3.1 The Tenant covenants to:

- 3.1.1 pay the Rent to the Landlord on the Rent Payment Dates (whether demanded or not) in the manner specified by the Landlord. Cheques should be made payable to the Landlord.
- 3.1.2 pay a non-refundable booking fee of £150-£250 (depending on location) on returning a signed copy of this agreement to the Landlord. The booking fee converts to a Security Deposit on the day the tenancy commences. The Security Deposit is refundable, less any deductions for damages or charges due at the end of the tenancy. The Landlord shall have no obligation to you under this Agreement, whatsoever if no booking fee is received. The Tenant's booking of a Room will only be secured when the booking fee is received.
- 3.1.3 if payment of the Rent or any other money due from the Tenant is late, pay interest at the rate of 4% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgement by a court). Interest will be charged on a daily basis and shall be compounded monthly;
- 3.1.4 pay to the Landlord a £25.00 late payment charge in respect of late payment of rent or any other amount due from the Tenant under the terms of this agreement, and subsequently an administration fee of £10.00 for each letter sent to the Tenant and guarantor for late payment;
- 3.1.5 promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Flat and/or the Building;
- 3.1.6 operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations;
- 3.1.7 pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good any damage to the Room, the Flat, the Flat Common Parts or the Building Common Parts and/or in replacing any fixtures or fittings damaged therein which arise due to any act of the Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under this Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
  - (a) the Tenant caused the damage to the Room;

(b) all the tenants of the Flat caused the damage to the shared facilities in the Flat Common Parts;

- (c) all the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts;
- 3.1.8 to allow the Landlord and those authorised by the Landlord upon reasonable written notice (except in cases of emergency) to enter the Flat at reasonable times to:
  - (a) inspect its condition;
  - (b) carry out any necessary repairs or alterations to the Room and/or Flat and/or Building;
  - (c) maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room;
  - (d) carry out viewings of the Room and/or Flat with prospective tenants;
- 3.1.9 provide the Landlord (upon demand) with a certificate of exemption for council tax or, if the Tenant is not entitled to such a certificate, the Tenant will reimburse the Landlord for the council tax;
- 3.1.10 to reimburse the Landlord for all taxes, charges, duties, outgoing or assessments which are payable during the Tenancy Period in respect of the Room or any other part of the Building including (if any) television licence fees, charges for the use of a telephone in the Flat or Room and rental or other recurring charges during the Tenancy Period;
- 3.1.11 to pay a fair and reasonable proportion of the cost of providing electricity and water ('the Utilities') to the Building. The Rent includes the cost to the Landlord providing the Utilities at the Utilities Allowance of £350 per Tenant for the Tenancy Period. If the Tenant's share (or communal share) of the Utilities costs exceeds the Utilities Allowance then the Tenant will pay a fair and reasonable proportion of the additional cost of the Utilities, as determined by the Landlord;
- 3.1.12 to keep the Room and jointly and severally with the other tenants of the Flat, the Flat Common Parts in at least as good tenable repair and decorative order and clean condition as it is in at the Tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure);
- 3.1.13 maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the inventory provided to the Tenant on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with clause 2.4;
- 3.1.14 occupy the Room personally for residential purposes only and note that the Landlord reserves the right to refuse admission to the site for visitors and ex-residents;
- 3.1.15 ensure that any refuse, including separated recycling materials is regularly deposited in the receptacles provided for the purpose in the Building;
- 3.1.16 to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the Tenant or exhibited at the main office of the Building and in the event of conflict between the terms of this Agreement and the said Rules and Regulations, the terms of this Agreement shall prevail.
- 3.1.17 to pay on demand to the Landlord the cost of any administrative charge notified to the Tenant in respect of any breach of the regulations referred to in clause 3.1.16;

- 3.1.18 to report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident, and if reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord;
  - 3.1.19 pay all reasonable and proper costs and expenses (including legal costs, unless a court orders otherwise, and fees payable to a surveyor and any value-added tax thereon) incurred by the Landlord in or in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under this Agreement;
  - 3.1.20 insure their own belongings should they so wish, and the Tenant acknowledges that their own belongings may not be covered by the basic possession's insurance included in the rent.
- 3.2 On vacating the Flat (whether at expiry of the Tenancy Period or otherwise) the Tenant covenants to:
- 3.2.1 deliver the Room, the Contents all keys and fobs to the Room/Flat/Flat Common Parts to the Landlord in the same condition as recorded in the inventory provided to the Tenant on moving in to the Room and, by no later than the Tenancy End Date (or date of vacation of the Property), clear the Tenant's own belongings from the Room and the Common Parts of the Flat;
  - 3.2.2 make sure that any refuse/rubbish is disposed of in bins provided for that purpose;
  - 3.2.3 pay all reasonable and proper expenses incurred by the Landlord (for the avoidance of doubt including legal costs) in or in contemplation of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred by the Landlord as a result of the Tenant being in breach of any of its obligations under the Agreement; and
  - 3.2.4 provide the Landlord with a forwarding address.
- 3.3 If any of the Tenant's personal possessions are left in the Room or Flat after the Agreement has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of two weeks. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within two weeks, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 3.4 The Tenant covenants not to:
- 3.4.1 sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances;
  - 3.4.2 carry on any profession, trade or business whatsoever in the Room or the Flat;
  - 3.4.3 use the Room or the Flat for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants of the Building or any adjoining premises and in particular the Tenant will:
    - (a) not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Parts, can be heard outside the Flat Common Parts;
    - (b) not keep or use drugs or psychoactive substances, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

- (c) not harass, threaten or assault any other tenants of the Building of their guests or any personnel of the Landlord or any other person;
  - (d) not keep, store or use in the Building any gas or oil heater, deep fat fryer or chip pan or other fuel burning appliance, including candles, incense burners and shisha;
  - (e) not to smoke in the Room or any other part of the Building. A charge of £50 will be issued to any tenant breaching this clause 3.4.3(e);
  - (f) not throw items out of the window;
  - (g) not do or permit to be done in the Property any act which may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining property or which may invalidate any insurance of the Building
  - (h) not make any duplicate keys to the Property, or replace or add any new locks to the Property, or give the keys to a third party.
- 3.4.4 damage or leave in a dirty or untidy state any parts of the Building;
  - 3.4.5 block or put deleterious substances into the sinks, lavatories, cisterns or pipes in the Room, Flat or Flat Common Parts;
  - 3.4.6 change nor tamper with any locks or signage;
  - 3.4.7 alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building;
  - 3.4.8 fix anything whatsoever to the interior of the Room or the Common Parts of the Flat in any manner which may damage the structure or decoration of the Room or the Flat Common Parts. Place anything outside the windows of the Room or the Flat Common Parts, without the Landlord's written consent (not to be unreasonably withheld or delayed);
  - 3.4.9 erect any external wireless or television aerial or satellite dish;
  - 3.4.10 keep any animal, bird, insect, fish or reptile in the Room, except guide dogs or assistance dogs for those with a disability;
  - 3.4.11 do anything in the Room, Building Common Parts or the Flat Common Parts which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force;
  - 3.4.12 obstruct any means of access within the Building;
  - 3.4.13 tamper with the Landlord's fire prevention and control equipment and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded; A charge of £50 will be issued to any tenant breaching this clause 3.4.13.
  - 3.4.14 use designated fire escapes except for the purposes of emergency escape;
  - 3.4.15 flyer or litter the Building or the Site;



- 3.4.16 bring a vehicle to the Building except for pre-agreed arrival and departure procedures;
- 3.4.17 apply for or hold a Newcastle City Council Residents Parking Permit; (This is only applicable to Newcastle Residents)
- 3.4.18 cook, in any form, in bedrooms, except for self-contained studios where provision is made for cooking.

#### **4 THE LANDLORD'S OBLIGATIONS**

The Landlord agrees with the Tenant as follows:

- 4.1 that if the Tenant pays the Rent and performs all the obligations of the Tenant under this Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (save as otherwise expressly set out in this Agreement);
- 4.2 that the Security Deposit will be held by Touchstone CPS Limited, 2 Crescent Office Park, Clarks Way, Bath BA2 2AF as agents of the Landlord. Touchstone CPS Limited is a member of the Tenancy Deposit Scheme. Any interest on the Security Deposit will be paid to the Landlord.
- 4.3 to maintain and repair the structure of the Building including the window frames and window glass;
- 4.4 to maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- 4.5 to maintain all Service Media serving the Flat and/or the Common Parts;
- 4.6 to insure the Building against the usual insured risks;
- 4.7 to provide an adequate supply of hot and cold water, heating and electrical power to the Flat;
- 4.8 to provide security facilities for the Building; and
- 4.9 to provide and maintain equipment in the Common Parts and the Flat.

#### **5 CANCELLATION/RE-LET**

- 5.1 If the Tenant has not moved in or collected the keys to the Room, the Tenant may cancel this Agreement (by giving written notice of cancellation) at any time during the period ending on the date 7 days after the date of this Agreement (the "Cancellation Period"). If the Tenant cancels this Agreement in those circumstances, the Landlord will make no charge. However, once the Tenant moves/or collects the keys to the Room, the Tenant loses any right to be released from this Agreement, except where the circumstances set out in clause 5.4 apply.
- 5.2 If, after the Cancellation Period, the Tenant wishes to be released from this Agreement, and the Tenant has found a replacement tenant (such tenant to be approved in writing by the Landlord, such consent not to be unreasonably withheld) to take over this Agreement prior to the Tenancy Start Date, the Landlord will release the Tenant from this Agreement on payment of a £50 cancellation fee to the Landlord.
- 5.3 If, after the Cancellation Period, the Tenant wishes to be released from this Agreement but has not found a replacement tenant to take over this Agreement prior to the Tenancy Start Date, then the Tenant will remain liable for the full contractual Rent.

- 5.4 If, after the Tenancy Start Date, a replacement tenant is found by the Tenant (such tenant to be approved in writing by the Landlord, such consent not to be unreasonably withheld) or by the Landlord, the Landlord may release the Tenant from this Agreement from the date the new tenancy agreement takes effect, upon payment of a £50 cancellation fee to the Landlord. The Landlord reserves the right to move a room allocation where necessary.
- 5.5 On the Tenant finding a replacement tenant who is approved in writing by the Landlord the Landlord may require the Tenant to undertake the following as a condition of allowing a replacement tenant:
- 5.5.1 Require the Tenant [and/or the Guarantor] to enter into a guarantee of the incoming tenant's obligations under the Agreement (but only for such a time as the replacement tenant remains a tenant of the Room under the Agreement); and/or
- 5.5.2 Require the replacement tenant to provide a guarantor of their own in respect of the obligations of the replacement tenant under the Agreement.
- 5.6 For the avoidance of doubt, termination or interruption of the Tenant's status as a student does not result in automatic termination of this Agreement, and the Tenant shall remain liable for payment of Rent for the entire Tenancy Period.

## **6 AGREEMENTS AND DECLARATIONS**

- 6.1 It is agreed between the Landlord and the Tenant that if at any time:
- 6.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
- 6.1.2 there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or
- 6.1.3 any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 9-15 (inclusive), and 17 apply,

the Landlord may apply for a court order stating that the Landlord shall be entitled to repossess and enjoy the Room as if this Agreement has not been granted. If the court order is granted this Agreement shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under this Agreement.

- 6.2 It is also agreed between the Landlord and the Tenant that the Landlord has the right to disclose the Tenant's personal data as permitted by law and this will include:
- 6.2.1 where this is needed to assist in the prevention of crime or to protect the vital interests of another tenant or employee of the Landlord; and
- 6.2.2 the provision of the present and future addresses of the Tenant to utility suppliers, the local authority, authorised contractors, credit agencies, reference agencies, legal advisers, debt collectors and any applicable Deposit Protection Scheme in the event of a dispute or any other interested third party upon formal request.

## **7 GUARANTEE**

- 7.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant obligations of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant obligations of this Agreement, the Guarantor shall pay or observe and perform them.
- 7.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 7.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant obligations of this Agreement.
- 7.3 The liability of the Guarantor under clause 7.1 and clause 7.2 shall continue from the date hereof and for the entire fixed term of this Agreement and also for any extensions or continuations of the term (by operation of statute or otherwise) and shall remain notwithstanding any increases in rent whilst this Agreement subsists and it shall only come to an end if and when the Tenant is released by the Landlord from the tenant obligations of this Agreement.
- 7.4 If the Guarantor or any other party who has guaranteed to the Landlord the Tenant's obligations contained in this Agreement dies or becomes bankrupt then within 10 days after such event the Tenant shall give notice of it to the Landlord and, if so required by the Landlord, the Tenant shall at its own expense within 25 days procure a further guarantor in the same terms from a party reasonably acceptable to the Landlord.
- 7.5 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 7.5.1 any time or indulgence granted by the Landlord to the Tenant;
  - 7.5.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant obligations of this Agreement or in making any demand in respect of them;
  - 7.5.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant obligations of this Agreement.

## **8 SEVERABILITY**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of this Agreement shall not be affected.

## **9 NOTICES**

As required by Section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices and proceedings) must be served on the Landlord by the Tenant at the following address: Abodus Student Living, Portland Green, Stoddart Street, Newcastle Upon Tyne NE2 1AA

The address for service of notices on the Tenant [and/or the Guarantor] are as set out in this Agreement.

## **10 DATA PROTECTION**

All Personal Data included in accordance with this Agreement will be processed in accordance with the Data Protection Legislation and the Landlord's privacy and cookies policy, which is available on the Website.

## **11 GOVERNING LAW**

- 11.1 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.
- 11.2 This Agreement has been entered into on the date stated at the beginning of it.