

## Definitions and Interpretations

In this tenancy agreement the following words and expressions have the following meanings;

**Administration Fee** means the fee as set out in the schedule of charges which are available to view on our website

**Building** means the site stated in your tenancy details

**Building Common Areas** means the areas in and around the building provided by the landlord such as the entrance hall, stairs, corridors, and any laundry, courtyard, car park, footpaths, driveways, lifts, bicycle stores, gymnasium and all its contents

**Contents** means the furnishings and effects to be found in the room or the flat common parts as listed in the inventory provided to the tenant on moving in to the property

**Flat** means the flat as indicated in your tenancy agreement

**Flat Common Parts** means the fixtures and fittings within the flat excluding service media

**Property** means the property as indicated in your tenancy agreement

**Room** means the room as indicated in your tenancy agreement

**Service Media** means central heating, hot water systems, electrical services for power, lighting, drainage, water services and any data services provided

**Guarantor** means the person as shown in your principal terms above

**Guarantor Agreement** means a document issued to the guarantor on agreeing to act as guarantor for the named tenant in this agreement

**Working days** any day which is not a Saturday, Sunday, a bank holiday or a public holiday. When used in this tenancy agreement the expression “us”, “we” and “our” shall be taken as references to the landlord and the expressions “you” and “your” shall be taken as references to the tenant.

Where any party to this Tenancy Agreement comprises two or more persons, all their obligations can be enforced against them jointly or severally.

### 1. The Letting

- 1.1. Subject to payment of rent due on the room before the tenancy commences and returning all requested documentation to the landlord, we let the room to you for the tenancy period as stated in the principals of the agreement subject to the following terms and conditions
- 1.2. The tenancy will commence from the tenancy start date as stated in the principals of this agreement
- 1.3. The tenancy will end on the tenancy end date as stated in the principals of this agreement

- 1.4. Subject to you complying with the conditions as detailed in this agreement, you are granted the right to use the building common areas and Flat common parts in common with us and all other tenants of the building and all other person from time to time duly authorised by us
- 1.5. We reserve for ourselves and all those authorised by us the following rights over the room indicated in the principals of this agreement;
  - 1.5.1. the right to enter the room and flat common parts giving 24 hours' notice to you to perform our obligations in the agreement or for any other reasonable purpose
  - 1.5.2. notice is not required when a situation is deemed as an emergency or we suspect criminal activity is taking place and we require immediate access
- 1.6. This tenancy is granted to you on the understanding that during the full period of the tenancy you will be a full time (over 21 hours per week) student of an officially recognised UK University or College. If at any time during the tenancy you lose your student status, we as the landlord may take steps to end the tenancy.
- 1.7. Should you lose your student status during your tenancy you will be responsible for any council tax charges due for your Flat/ Room and this charge should be paid directly to the local council

## 2. Security Deposit

- 2.1. The security deposit is safeguarded by the Tenancy Deposit Scheme, secured by My Deposits
- 2.2. We agree to hold all deposits in accordance with TDS rules. At the end of your tenancy, we are entitled to withhold returning proportions from the deposit for such reasons;
  - 2.2.1. to make good any damages to the room, room items, the flat or shared items (except for fair wear and tear)
  - 2.2.2. replace any room or shared items which are missing from the room or the flat
  - 2.2.3. cover any arrears which are on your account for both rent or other charges that may have been incurred during your tenancy that are outstanding
  - 2.2.4. To pay for the room, room items, the flat or shared items to be cleaned at the end of your tenancy
- 2.3. Any deduction taken from the deposit for the above reasons will be done so in accordance with our schedule of charges as displayed on our website
- 2.4. At the end of your tenancy the balance of your deposit will be released to you to retrieve from My Deposits within 28 working days. This release is emailed to you by My Deposits
- 2.5. If you would like to dispute any deductions from your deposit please email or write to us within 20 working days from being notified of your deposit deductions

## 3. Guarantor

- 3.1. The guarantor is the named person in the principal details in this contract

- 3.2. The guarantor guarantees to us that the Tenant shall pay any charges, including the rent, due under this agreement and observe and perform the tenant obligations and covenants of this agreement and that if the Tenant fails to pay any of those charges or to observe or perform any of those tenant obligations and covenants, the guarantor shall pay or observe and perform them.
- 3.3. The guarantor covenants with us as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 3.2 to indemnify and keep indemnified us against any failure by the Tenant to pay any of the charges, including the rent, due under this agreement or any failure to observe or perform any of the tenant obligations and covenants of this agreement.
- 3.4. By agreeing to act as guarantor for the above-named tenant you are confirming that you are;
  - in full time employment or have an annual income which equates to at least 3 times that of the annual rental amount
  - Aged 21 or over and living in the UK
  - Able to provide proof of address
- 3.5. By signing our guarantor document, you are confirming you have freely accepted to act as guarantor for the named tenant in the principals of this agreement
- 3.6. All guarantor documents required as stated in clause 3.7 should be sent to us within 14 days of a contract being accepted by the tenant. If we have not received and approved all documents by the 1st August, we have the right to change your payment options to full instalment. This will be confirmed via email once completed
- 3.7. The required guarantor documents are;
  - signed guarantor agreement
  - proof of guarantor address

#### 4. The Tenant Obligations

- 4.1. Possession - To move in to the property at or after the start of the tenancy term, not to part with possession of it and not to assign or sublet the whole or any part of it
- 4.2. Rent - To pay the rent in accordance with your payment terms as stated in the principals of this agreement. If you default on any rent or charge incurred during your tenancy, and we are required to send these defaulted arrears to a third party for collections you may incur costs
- 4.3. Services - To not alter, makes amendments or additions to the services provided within your flat or room. You will be held responsible for meeting any additional costs for broadband, telephone, or any service resulting from the tenant's unauthorised purchase or instruction
- 4.4. Licences - To purchase a TV license for the duration of your stay if you wish to view any live or streamed television signals or any other form of television viewing that requires a license

4.4.1. Where a television is provided in communal areas of a flat, all tenants that have a contract for a room within the flat would be jointly responsible for paying for this TV licence should you wish to watch TV on this device.

#### 4.5. Inventory

4.5.1. On check in we will provide you with an inventory stating the conditions of your room and flat at the start of your tenancy including all items in your flat and room. It is your responsibility to inform us of any disputes for the condition of your flat or room or of any items missing within your flat or room.

4.5.2. Your inventory will be made available to you once you have checked in to your room and will be available on your student portal. All inventories should be submitted to us within 48 hours of you checking in to your room, failure to do so will be you agreeing and accepting the inventory is correct. Any discrepancies submitted or reported after your 48-hour period will not be accepted.

#### 4.6. Use of Property

4.6.1. To use the room as a residential purpose only and not use the property for business or any other commercial activity

4.6.2. To not tamper, interfere, alter or cover any fire safety equipment including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided

4.6.3. To not use, store or keep any dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the property of communal areas

4.6.4. To keep your flat, room and any landlord communal areas clean and tidy and free from rubbish and any other items at all times. If you are found to have caused any obstruction to the said areas, we acting reasonably, may charge you for the costs of removing the obstruction

4.6.5. To use any communal facilities for their intended purpose having regards to the safety of yourself and others around you at all times

4.6.6. To not tamper with or adjust in any way safety controls to any windows as to override the safety mechanism which has the effect of enabling a window to open to a greater extent than the safety designed limits

4.6.7. To take all reasonable steps to ensure that the room and the flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when you leave)

4.6.8. To not bring or keep a bicycle in your room, flat or communal area where this is prohibited. If the property has a bicycle storage area, then this must be used

- 4.6.9. To not bring any animals or pets in to the building as they are strictly prohibited from being kept on site
  - 4.6.10. To not smoke anywhere on our property, this includes your room, flat and all communal areas with the exclusion of designated external smoking areas
  - 4.6.11. To not keep or store in your room, flat or the building any gas or oil heater, any fuel burning appliance including but not limited to candles, incense sticks or BBQ equipment
  - 4.6.12. To not keep or store in your room, flat or the building any equipment or furnishings not compliant with fire safety regulations
  - 4.6.13. To notify us, in writing, if your room will be vacant for 4 weeks or more. To notify us immediately if your immigration status changes.
  - 4.6.14. To not do anything which has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 8.
  - 4.6.15. To not remove any items from your room or shared items from the flat
- 4.7. Maintenance & Repairs
- 4.7.1. To promptly notify us of any damage to or defect in your room, flat or landlord communal areas which require repair or replacement.
  - 4.7.2. If damage is found within a flat, room or landlord communal area and we deem it to be malicious then the charge for making the damage right will be proportioned to all tenants within the flat or to all tenants within the block or to the tenant who was solely responsible for the damage in either the room, flat or landlord communal area
  - 4.7.3. To keep the flat in the same condition as found at the start of your tenancy for the duration of your stay allowing for fair wear and tear
  - 4.7.4. To keep the interior of the property in a clean condition and to carry out required cleaning to the property or flat when requested to do so by the landlord. You are responsible for meeting any costs we incur for carrying out cleaning within the property or flat where we have determined that the standard of hygiene is below an acceptable standard
  - 4.7.5. To ensure your flat and room at the property are properly ventilated to help prevent condensation. If there is any condensation to wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the property or flat or its fixtures and fittings
  - 4.7.6. To report any infestation of pests or vermin promptly to us on it coming to your attention
- 4.8. Your Keys, Fob or Entry Card
- 4.8.1. To not duplicate any entry access keys, fobs or cards or give your entry key, fob or card to any other person allowing them access to the room, flat or building

4.8.2. To report any lost or stolen keys to the Police asking for a crime reference when doing so

4.8.3. To pay an administration fee to us for any lost or misplaced keys, fobs or cards that are to be replaced. No replacement door entry keys, fobs or cards will be given to a student without a crime reference number.

#### 4.9. Nuisance and Anti-Social Behaviour

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

4.9.2. We will not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to any person. Such behaviour includes but is not limited to:

- Making false and malicious complaints about another tenant, employee or contractor
- Excessive noise such as loud music
- Offensive drunkenness, threat of violence and violent behaviour
- Damage to the property such as breaking fixtures
- Graffiti or vandalising the property
- Using abusive, or offensive language
- Allowing the property to become dirty or unhygienic preventing others from being able to use the space

4.9.3. Not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

4.9.4. Site quiet hours are from 11 PM to 8 AM, between these times we ask all tenants to ensure noise levels are to a minimum and you respect your neighbour's rights to sleep during these hours

#### 4.10. Guests

4.10.1. You are allowed to have occasional overnight guests (2 nights in a 7-day period) within the property but such guests must not take up regular or permanent residence and their presence in the property must comply with all the responsibilities of visitors as set out in this agreement.

4.10.2. You are responsible for the behaviour of every person you allow to enter the property. You are responsible for them in the property, the communal areas and in the locality of the property

4.10.3. You are responsible to pay for any charges that are incurred by your guest whilst on our property for malicious or non-malicious damage or disturbance caused

4.10.4. We reserve the right to remove or exclude any guest of yours if they are not complying with our terms and conditions in the tenancy agreement, we feel they need to be removed for the safety of others or to safeguard our property

4.11. Parking Restrictions (for our sites in Nottingham only)

4.11.1. Not to keep or use a private motor vehicle within the boundaries of the City of Nottingham (except that such a vehicle may be used, for one journey only, at the beginning and end of each academic term, for the purpose of transporting that person and his or her belongings to or from the site, such vehicle then to be removed from and not otherwise kept or used within the city)

## 5. Joint Tenancy

5.1. This clause applies only where two occupiers have made a joint booking of a room.

5.2. A sharing arrangement is offered only on specific rooms at the discretion and approval of the Landlord.

5.3. This clause does not apply to rooms where each bed space has been booked separately.

5.4. Both occupiers will be Tenants signing a dual Tenancy Agreement and will be jointly and severally liable for all costs (incidental or otherwise) for the joint room

5.5. Either or both of the Tenants will be required to make any or all the payments due under this Tenancy Agreement. The Landlord is under no obligation to collect a proportion of the money from each person.

5.6. If either of the Tenants wish to vacate the room both the Tenants will remain fully liable for their obligations in these terms and conditions, unless the Landlord formally releases the person who vacates and assigns their liability to the remaining Tenant. The Landlord will only consent to the release of one Tenant before the Tenancy End Date in exceptional circumstances.

5.7. If Tenants are wishing to pay via instalments both will have to use the same guarantor

## 6. Landlord Obligations

We agree to;

6.1. Give you the possession of the property at the start of this agreement together with the right to use the front door, entrance hall, staircase and landings in the building in which the property is located and to use the flat communal areas of which the property forms part and communal areas or any other facilities provided for the use of residents of the building in which the property is located

6.2. Right to possession of the property will only be granted if all obligations prior to the tenancy starting has been completed by you

6.3. Not to interrupt or interfere with your peaceful right to occupy the property except where;

- access is required subject to reasonable notice, in accordance with clause 1.5
- we are entitled to possession at the end of the tenancy

#### 6.4. Room Moves

6.4.1. We have the right to change your room number but not room type prior to your tenancy starting without notice

6.4.2. We have the right to move your rooms once your tenancy has started for the following reasons (but not limited to);

- we are unable to complete repair works in your room or flat whilst it is occupied
- where the room or flat is in disrepair and we deem it unfit for occupation

6.4.3. Should you request to move rooms, we will attempt to provide the same room type however we are under no obligation to do so. If we are able to provide alternative accommodation this will be offered to you, should you accept this offer you will pay us an administration fee as advertised on our website and enter in to a new tenancy agreement for your new room paying all fees owed on your old and new room

#### 6.5. Repair

6.5.1. We shall maintain and where appropriate keep in proper working order;

- the structure of the building
- heating and lighting to the building were provided by us
- installations for the supply of gas, electricity and water
- all fittings, furnishings and equipment provided within your flat and room and the communal areas of the building that have been supplied by us

6.5.2. We shall carry out all repairs for which we are responsible within reasonable timescales as set out in our service level agreement available on our website

#### 6.6. Complaints

6.6.1. We will address all complaints in line with our company complaints procedure which is available on our website

### 7. Data Protection

7.1. Personal Data provided to dwell in the course of the registration and application process on our student portal and during the term of this tenancy agreement will be collected, stored and processed in accordance with GDPR and our Privacy Policy which can be found on our website: <https://www.dwellstudent.co.uk/>

7.2. We may liaise with your University on matters relating to your occupation of the property, including where you do not comply with our behavioural standard and requirements or if you are in arrears with your rent payments. We may share such personal data with your University



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as we deem reasonable and necessary as part of our debt recovery process, to recover sums due from you to us and to protect our business and legitimate interests.

## 8. Insurance

- 8.1. We will purchase a personal belongings insurance on your behalf that is included in your rent and make you aware of this insurance prior to your check in.
- 8.2. We take no responsibility for your possessions or belongings or the performance of the insurer of the contents policy.
- 8.3. We would encourage you to review our insurance cover provided and make alternative arrangements should you need additional cover.

## 9. Ending Your Tenancy Agreement Early

The Tenant

- 9.1. You must not sublet your room or transfer your tenancy to any other person without approval from us
- 9.2. You cannot end your tenancy agreement before the end of the contract term. However, should you be able to find a suitable replacement tenant to take over your contract and the below criteria has been completed we would be able to release you from your tenancy;
  - a replacement tenant has been found who has been approved by us as a suitable tenant
  - you have paid any administration fees owed to us for transferring your tenancy along with any rent owed on the room up to the end of your tenancy period
  - paid any reasonable charges that are ascertained during an inspection of the flat and room at the end of your tenancy period
  - the new tenant has paid all deposits owed and any rent owing on the room
  - the new tenant has signed a tenancy agreement with us for a period that is equal to the rest of your fixed term
  - the new tenant has provided all documents required including guarantor information if applicable
- 9.3. Only once all of the above criteria have been met would your liability under this tenancy agreement end
- 9.4. Failure of a new tenant signing a tenancy agreement for the room and fulfilling all criteria will mean you are liable for all rent on the room until the end date set out in the principals of this contract.

## 10. Ending Your Tenancy Agreement Early

The Landlord

- 10.1. We may end your tenancy agreement by serving a notice on you and obtaining a court order for possession of the property by one of the methods as stated below;

- any instalment of rent is not received in full within 21 days of the date when the rent was due
- you fail to comply with any of the tenant obligations under this tenancy agreement
- you are declared bankrupt under the Insolvency Act 1986
- you cease to be a full-time student
- fire or damage renders the room or flat unfit for occupation
- any of the grounds for possession stated in section 7 (6)(a) of the Housing Act 1998

## 11. Ending Your Tenancy Before It Starts

- 11.1. Up to and including the 31st of July you are able to cancel your tenancy agreement with us within 3 days (the cooling off period) of you accepting the agreement. Should you cancel within this time, you will be released from your tenancy with no liability to pay any rent on the room.
- 11.2. If you wish to cancel before the 31st of July, outside your 3-day cooling off period, you are still liable for the monies as set out in this agreement unless clause 9.3 is met
- 11.3. From the 1st of August you are not able to cancel your agreement and you will be tied into the contract unless clause 9.3 is met

## 12. At The End of This Agreement

- 12.1. When your tenancy comes to an end you will vacate the room and remove all of your belongings leaving the room and the room items in the same condition as found at the start of the tenancy period.
- 12.2. You must return all keys, fobs and access cards to us at the end of your tenancy. Failure to do so may result in you receiving charges as set out in our schedule of charges on our website
- 12.3. Should you leave anything behind in your room we will dispose of all items and you will be responsible for meeting all reasonable costs incurred for disposal
- 12.4. If you are responsible for any unpaid debts or court judgements registered against the property, you must make sure all are unregistered to the property before or at the end of the tenancy. You will be responsible for paying to us any costs or expenses that may result from registered debt or court judgements in your name still listed at the property
- 12.5. At the end of your tenancy, you must provide a forwarding address to contact you on should we require

## 13. Notices

- 13.1. Any notice sent to us in connection with this agreement shall be deemed to have been properly served if it has been sent by 1st class post or hand delivered to our address as stated in the principals of this agreement
- 13.2. Any notice sent to you in connection with this agreement will be deemed as being properly served if it is sent 1st class post or if we have hand delivered this to your room or home address

13.3. Any notice served on you or your guarantor where applicable will be served on the addresses as stated in the principals of this agreement

13.4. At the date of this tenancy agreement rent and any associated charges are not subject to value added tax (VAT). If there is any change to the current legislation and VAT becomes applicable (within the period of your tenancy) then the company will apply that rate of VAT at the appropriate time to the published prices.

#### **14. Limitation of Liability**

14.1. In this Tenancy Agreement, the Landlord excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

14.1.1. You are to provide us with details of an emergency contact and next of kin.

14.1.2. You agree that if we deem there is cause for concern for the health, safety or welfare of yourself then we may contact and inform the next of kin. You are to ensure that all contact details are up to date and accurate.

14.1.3. Interruption to services - We shall not be liable for loss of or interruption to any services to the building if reasonable attempts have been made to restore the supply

14.1.4. Delay in Tenancy Start Date - We shall not be liable for any loss incurred due to a delay in Tenancy Start Date beyond a refund of any Rent paid in advance for the period for which the Tenant cannot occupy the room.

14.1.5. Disruption caused by works - We may carry out works on any property we own or manage near or next to the building. We will, where possible, give you reasonable advance notice of any such works. Whilst we will use all reasonable endeavours to minimise disturbance and inconvenience to you, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable. We will not be liable to you for noise, dust, vibration, interruption of services or inconvenience to you caused by any such works

14.2. We will not be liable to you for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control.

14.3. With the exception of claims for death or personal injury, our total liability under your contract is limited to the total rent paid by you for the tenancy period

#### **15. Governing Law and Enforceability**

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales

#### **16. Utilities and Fair Usage**

16.1. Gas, Electricity and Water charges are included in the advertised rate subject to the Landlord's Fair Usage Limit. The Landlord's Fair Usage Limit is to be the Of gem statistic averaging UK domestic utility usage on a per person basis as published from time to time or in the event that such figure is no longer freely and readily available the average usage will be determined

by the Landlord and/or their Agent. The decision of the Landlord and/or their Agent concerning average utility usage is final. Any Gas, Electricity or Water usage above the Landlord's Fair Usage Limit will be recharged to the Tenant on a per unit basis at the price charged to the Landlord by the relevant utility provider together with the Landlord's Administration Fee (to be charged each month the Landlord's Fair Usage Limit is exceeded and per utility exceeding the limit).