

Agreement for a Common Law Tenancy

Standard Terms and Conditions
Applicable to the Tenancy
2026-2027



Affordable Accommodation for Students Association Limited

A charitable registered society under the Co-operative and Community Benefit Societies Act 2014.

Registered in England.

Registered Number: IP 27158R

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1 Definitions and Interpretation

- 1.1 In this Agreement, words beginning with a capital letter (other than at the start of a sentence or proper nouns) have the meanings given in the glossary at clause 10.1 and bear those meanings wherever they appear.
- 1.2 The rules of interpretation applicable to this Agreement are set out in clause 10.2.
- 1.3 Clauses 10.1 and 10.2 appear at the end of this Agreement.

2 About your accommodation provider

- 2.1 The Landlord was formed for the benefit of the community. As a charitable registered society under the Co-operative and Community Benefit Societies Act 2014, the Landlord is outside the Charities Commission's remit but is regulated by the Financial Conduct Authority.
- 2.2 The Landlord is a member of the Code. Members of the Code voluntarily agree to comply with good practice standards that relate to both the physical condition of a building as well as its day-to-day management. The Landlord agrees, as a condition of Code membership, to be vetted periodically to verify that it is meeting the Code's standards.

3 About the Tenant

- 3.1 The Tenant confirms that before entering into the Agreement, the Tenant represented and warranted to the Landlord that:
- 3.1.1 the Tenant is a Student;
- 3.1.2 the Tenant was not aware of any reason why the Tenant would not still be a Student at the Start Date.
- 3.2 The Tenant warrants and represents to the Landlord that the information provided by or on behalf of the Tenant during the Tenant's application for a tenancy at the Hall is true and is not misleading in any material respect. The Tenant must notify the Landlord as soon as reasonably practicable if, before the Start Date, any of the information provided becomes materially inaccurate.
- 3.3 The Tenant acknowledges that the Landlord has relied on the information given during the application process and the statements in this clause 3 in deciding to enter into the Agreement.

4 Agreement for a Tenancy

- 4.1 The Agreement is concluded (becomes legally binding) when the Tenant accepts the Offer and the Landlord confirms to the Tenant that the booking process is complete.
- 4.2 When the Agreement is concluded the Landlord agrees that on the Start Date it will grant, and the Tenant agrees that on the Start Date they will take, the Tenancy.
- 4.3 The Agreement is conditional on the Tenant being a Student at the date the Tenancy is granted.

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- 4.4 The Tenant being a Student and the Landlord being a member of the Code when the Tenancy is granted, the Tenancy will be a tenancy at common law. The rights and obligations that relate exclusively to assured tenancies shall not apply to the Tenancy.
- 4.5 The Agreement does not give the Tenant contractual rights to remain in occupation beyond the End Date, but that does not affect the Tenant's statutory rights as a residential occupier.
- 4.6 The Tenancy shall last until the End Date, subject to clause 7 relating to cancellations and early termination.

5 Tenant's Obligations

WARNING: The Hall is a community and it is important for the safety and welfare of everyone living, working and visiting there that the Tenant complies with their Agreement. In some cases, rules are stricter than they would be if renting a home in the private sector, but that is because Halls have to take into account the needs of all staff, visitors and residents. Serious or persistent breaches of the Tenant's obligations may lead to their Agreement being terminated early by the Landlord. The Landlord may decline to provide the Tenant with a Key until the Tenant has paid the first Instalment.

Rent and other payments

- 5.1 The Tenant must pay:
- 5.1.1 the first instalment at the time of accepting the Offer;
 - 5.1.2 the second and successive Instalments in advance on or before the applicable Rent Day.
- 5.2 The Rent includes utilities sufficient for reasonable occupation and use of the Room for its intended purpose, including internet access.
- 5.3 The Rent includes personal possessions insurance, subject to the terms, limitations and exclusions of the policy.
- 5.4 Tenants requiring enhanced internet access and/or personal possessions insurance may need to make separate arrangements.
- 5.5 If any Rent remains unpaid 14 days after the applicable Rent Day, the Tenant must pay the Landlord (if demanded) Interest on the unpaid amount for each day from the applicable Rent Day until the date the overdue payment is made. Payment of Default Interest is due within 7 days of the Landlord's request for payment. Payment of any other Interest is due within 7 days of the court's order or as the court may direct.
- 5.6 Payment is not made until the Landlord receives it in cleared funds. If any standing order, direct debit, card payment or cheque is refused, the Tenant must make a replacement payment promptly and in any event within 7 days of the Landlord asking for it.
- 5.7 The Landlord may make a reasonable charge for variation or cancellation of the Agreement at the Tenant's request (not exceeding the reasonable cost to the

Landlord, subject to a minimum of charge of £50). Nothing in this clause implies that the Tenant is entitled to demand changes to their Agreement. The Landlord has discretion whether to agree to a request for a change to the Agreement, but will not act unreasonably. Payment must be made before any agreed change will take effect.

- 5.8 For council tax purposes, the Tenant must provide to the Landlord on request reasonable evidence of student status and notify the Landlord promptly of any change. The Tenant must pay all the council tax which is due as a result of the Tenancy or the Tenant's occupation of the Room (whether payable by the Tenant direct to the local authority or payable by the Landlord as the manager of the Hall). The Tenant authorises the Landlord to contact the local authority about the Tenant's council tax liability or council tax account.

NOTE: The Landlord expects the Building to be exempt from council tax during the Tenancy as it will be occupied by full-time students. There will not normally be any council tax to pay. This clause is to protect the Landlord if any council tax becomes payable because the exemption is withdrawn, or the Tenant ceases to be disregarded for council tax purposes.

- 5.9 The Tenant agrees to pay the Landlord, within 7 days of written request, damages (compensation) for:
- 5.9.1 the reasonable costs properly incurred by the Landlord in preparing for, and/or taking, enforcement action against the Tenant as a result of the Tenant's failure to comply with the Tenant's contractual or statutory obligations, including the late or non-payment of Rent and failure to vacate the Room once the Tenant is no longer entitled to occupy it;
 - 5.9.2 the reasonable costs (including cleaning costs) incurred by the Landlord of reinstating the Room and Contents to the condition they were in at the Start Date if the Tenant does not care for them as required by these terms and conditions;
 - 5.9.3 a fair proportion of the reasonable costs incurred by the Landlord for reinstating the Shared Areas and their Contents to the condition they were in at the Start Date if the occupiers entitled to use them do not care for them as required by these terms and conditions and the Landlord cannot (after making a reasonable attempt) identify the culprit(s);
 - 5.9.4 the costs and expenses reasonably incurred by the Landlord in defending or settling any claim brought, or charges levied, by a third party as a result of the Tenant's actions or negligence (including any charges made by emergency services as a result of false alarms), and any compensation reasonably paid or ordered to be paid to that third party;
 - 5.9.5 a fair proportion of the costs and expenses reasonably incurred by the Landlord in defending or settling any claim brought, or charges levied, by a third party if the claim or charge relates to the Shared Areas or their Contents and, after making reasonable efforts, the Landlord cannot identify the

culprit(s), and a fair proportion of any compensation reasonably paid or ordered to be paid to that third party;

- 5.9.6 any compensation, and all costs and expenses, reasonably incurred for damage or loss sustained by the Landlord as a result of any act or neglect of the Tenant's invited visitors.
- 5.10 If at the Tenant's request the Landlord allows the Tenant to move to a room different from the one in the Offer, and the rate for that room is higher than stated in the Offer, the Tenant agrees to pay the higher rate for the period after the move.
- 5.11 If the Tenant moves to a different room at the Landlord's request, the Tenant will not have to pay a higher Rent and may be entitled to a reduction in rent if the rate for that room is normally lower than the rate stated in the Offer.

Health, safety and security

WARNING: Health and safety of all people at the Hall is of paramount importance. Breaches of the Tenant's obligations relating to health and safety are almost always serious because of their potential to harm others. Breaches of terms relating to health and safety, such as raising false alarms and wrongful interference with fire safety equipment or fixtures is, in many cases, a criminal offence. Even a hoax alarm can lead to a prison sentence. The Landlord takes very seriously any behaviour that puts others at risk, and it can lead to early termination of the Agreement. Tenants can raise any questions about fire safety or procedures with the Hall Manager.

- 5.12 The Tenant agrees to read and at all times follow the Landlord's regulations for fire safety (available to view on the Website) and to follow the Landlord's reasonable instructions whilst at the Hall.
- 5.13 As soon as practicable after collecting their Key the Tenant must familiarise themselves with the applicable fire escape route. As this will depend upon the layout of the Building and the position of the Room in it, the Landlord will provide the relevant information in a handbook issued to occupiers on arrival. Details of escape routes are also displayed in the Building. In the event of a fire or sounding of fire alarms for any other reason, the Tenant must follow the Landlord's evacuation procedure in the handbook issued to occupiers on arrival.
- 5.14 The Tenant must take reasonable care to avoid activating any kind of alarm without good cause.
- 5.15 The Tenant must never de-activate, remove, interfere or tamper with any fire safety item, including notices, fire doors, equipment for fire prevention, fire detection or fire fighting.
- 5.16 The Tenant must never obstruct any corridor, staircase or other emergency escape route, nor prop fire doors open. If the Tenant notices that there is an obstruction in an escape route or a fire door will not close properly, the Tenant should report that as soon as possible to the Hall Manager.

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- 5.17 Whilst at the Hall the Tenant must follow all reasonable instructions of the Hall Manager relating to fire safety and safety in general.
- 5.18 The only heat-generating items the Tenant is allowed to use in the Room are hair dryers, hair straighteners, hair curlers and any item necessary to assist with the Tenant's disability. The Tenant must not cook, use an iron or portable heater in their Room.
- 5.19 The Tenant must promptly inform the Hall Manager if the Tenant has, or suspects they have, any notifiable disease and must follow the Hall Manager's reasonable instructions.
- 5.20 If the Tenant is ill or has an accident, the Tenant must notify the Hall Manager as soon as reasonably practicable. The Landlord does not provide medical care, but will give the Tenant reasonable assistance in finding an appropriate source of necessary care.
- 5.21 The Tenant must keep their Key(s) with them at all times and take reasonable care of them. The Tenant must not lend their Key(s) to anyone or have a copy made. The Tenant may attach a removable label to Keys showing their phone number in case the Keys are lost, but the Keys must not identify the Hall address. The Tenant must not disclose access codes to any part of the Halls which has a digital lock. The Tenant must not have any lock in the Hall changed nor add any locks or bolts.
- 5.22 If the Tenant loses a Key or has it stolen, the Tenant must report the loss or theft to the Hall Manager without delay. The Tenant agrees to pay the Landlord the costs reasonably incurred and evidenced in writing for providing replacements (which will normally be at least £25). The Landlord may claim against the Tenant for the replacement costs of any Key that has been damaged through mis-use, or is not returned at the end of the Tenancy, or is stolen. If the lost, damaged or stolen Key is for a lock that is used by several occupiers, the Landlord may (acting reasonably) have the lock changed. In such cases, the Tenant may be liable to pay the locksmith's reasonable charges and for several replacement Keys. If the Tenant locks themselves out of their Room during out-of-duty hours the Landlord may ask the Tenant to pay (as damages) the Landlord's reasonable charges for someone to attend to give the Tenant access to their Room.
- 5.23 The Tenant must securely close the entrance/exit door after entering or leaving a Flat or the Hall. The Tenant must not admit any person to the Hall unless the Tenant knows that person or is satisfied that the person has a legitimate reason to be there. All staff and contractors working for the Landlord carry identification and are instructed to show it to residents on request. Nothing in this clause requires the Tenant to challenge anyone if the Tenant does not feel comfortable doing so, or to put themselves at risk in any way. If the Tenant becomes aware of any person gaining or attempting to gain access to the Hall who appears to have no legitimate reason to be there, the Tenant should report this without delay to the Hall Manager.
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Reasonable behaviour towards the Landlord and others

WARNING: For the protection and wellbeing of others, the Landlord may terminate the Agreement and take steps to remove the Tenant from the Hall if the behaviour of the Tenant or their invited visitor(s) is unreasonable and is having an adverse effect on the Hall community.

- 5.24 Whilst in Halls the Tenant agrees not to cause a danger, nuisance or annoyance to other guests, residents or people working for the Landlord. 'Quiet hours' are between 11.00 pm and 08.00 am and the Tenant should not make noise that is audible outside the Room. At other times, any noise should be kept to reasonable levels so that it does not disturb others.
- 5.25 The Tenant is encouraged to treat others with courtesy and respect. The Tenant must not assault, harass, bully or threaten any other person and should take reasonable care to avoid giving others offence, particularly in relation to 'protected characteristics' such as sex, race or disability.
- 5.26 The Halls Manager may raise any concerns about the Tenant's behaviour with the Tenant and the Tenant agrees to comply with the Halls Manager's reasonable instructions and advice.
- 5.27 The Tenant must not use the Room or any other part of the Hall for any illegal purpose or for anything which is generally considered to be immoral in the UK.
- 5.28 The Tenant will not obstruct the Landlord in the performance of its duties nor attempt to refuse any representative of the Landlord access to the Room if the Landlord has given any applicable notice in accordance with clause 6.6.
- 5.29 The Tenant will not unreasonably refuse to move out of one study-bedroom and into another study-bedroom at the Hall if requested to do so by the Landlord in accordance with these terms and conditions.

Reasonable use and care of the accommodation

- 5.30 As soon as practicable after collecting the Keys, the Tenant will inspect the condition of the Room. If the Landlord has provided an inventory or schedule of condition, the Tenant should check it and, within 7 days of collecting the Keys, report any discrepancy between the condition of the Room as it actually is and the condition as recorded on the inventory/schedule of condition.

WARNING: If the Tenant fails to report promptly any discrepancy between the Room as described in the inventory and the Room as it is when the Tenant collected the Keys, the Tenant may find it difficult to prove at a later date that any damage or loss was not attributable to the Tenant.

- 5.31 The Tenant must take reasonable care to avoid damaging:
- 5.31.1 the Hall or any part of it or any of its Contents;
 - 5.31.2 property of any kind belonging to others.

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- 5.32 The Tenant must keep their Room clean and reasonably tidy, keep the Contents in the Room clean and use them only for their intended purpose. After using any Shared Areas, the Tenant must leave them clean and tidy ready for use by other residents.
- 5.33 Jointly with others entitled to use them, the Tenant must keep the Shared Areas of their Flat clean and reasonably tidy, keep the Contents in the Shared Areas tidy and use them only for their intended purpose.
- 5.34 The Tenant must not smoke or vape in the Hall or its grounds, except for any areas which are designated for smoking or vaping (the Landlord does not guarantee to provide any such areas). Smoking in the indoor Shared Areas is a criminal offence.
- 5.35 If the Tenant becomes aware that any part of the Hall or any Contents requires repair or replacement, the Tenant should inform the Hall Manager promptly; immediately if there is a risk of injury or further damage.
- 5.36 The Tenant must not alter the Hall, any part of the Hall or its Contents or make any additions that cannot safely be removed by the Tenant at the end of the Tenancy without leaving any trace.
- 5.37 The Agreement is for the Tenant to occupy the Room as a study bedroom whilst at university or college. The Tenant must not use the Room for trade or business purposes.
- 5.38 The Agreement and Tenancy are personal to the Tenant. The Tenant must not transfer the Agreement or the Tenancy to anyone else, and the Tenant is not allowed to sub-let or sub-license the Room, nor share possession or occupation of it.
- 5.39 The Tenant may invite a reasonable number of visitors during the daytime, but must not allow others to visit, or stay with them, between midnight and 07.00 am without first obtaining the Landlord's written consent. Whilst the Tenant's visitors are at the Hall the Tenant is responsible for their behaviour, and that behaviour should be consistent with the behaviour required of residents under these terms and conditions. The Hall Manager may refuse any visitor access to the Hall, or ask any visitor to leave the Hall, on any grounds other than a protected characteristic. The Tenant must not obstruct the Hall Manager in the performance of their duties if the Hall Manager refuses visitor access. If the Hall Manager excludes a visitor from the Hall the Tenant will not invite that visitor to return.
- 5.40 The Tenant agrees to accept responsibility for any damage caused by their invited visitor or as a result of the invited visitor being at the Hall.
- 5.41 The Tenant agrees to take reasonable steps to ensure the safety of their invited visitors, and to make them aware of the need to comply with appropriate standards of behaviour to maintain health, safety and harmony for all occupiers and staff in the Hall.
- 5.42 For the general comfort and wellbeing of all occupiers in the Hall, present and future, the Tenant must not:
- 5.42.1 consume alcohol in any Shared Areas of the Hall, or on balconies;

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- 5.42.2 bring or allow any animal into the Hall, except for a registered guide dog to assist with a disability of the Tenant or their visitor;
- 5.42.3 bring or allow into the Hall or have delivered to the Hall any weapon, or item intended for use as a weapon, even if the Tenant or their visitor has a licence for it ('weapon' includes ceremonial and replica items, items used for sporting purposes, airguns and ball-bearing guns);
- 5.42.4 have or engage in 'play fights' (such as those using water pistols or water bombs or throwing flour, eggs or other substances);
- 5.42.5 bring or allow into the Hall or have delivered to the Hall any item that is explosive, highly flammable, or intended to be used with a naked flame or intended to smoulder;
- 5.42.6 use the Shared Areas indoors or outdoors for sporting or recreational activities other than walking and sitting (football, rugby, cricket, frisbee, cycling, skateboarding and rollerblading are not permitted at the Hall);
- 5.42.7 access any part of the Hall except for the Room and the Shared Areas designated for use in connection with the Tenancy, in particular not to access, or attempt to access, any plant-rooms or equipment-cupboards, the roof or roof voids, and not to climb up or down any external part of the Hall.
- 5.42.8 bring onto, allow or have delivered to the Hall any e-bike or e-scooter and not to charge the batteries for any such vehicle at the Hall.
- 5.43 The Tenant must not:
- 5.43.1 use, possess, supply, deal in, produce or cultivate any substance at the Hall if to do so would be unlawful under the Misuse of Drugs Act 1971 or the Psychoactive Substances Act 2016; or
- 5.43.2 participate in or encourage any activity at the Hall involving the unlawful use or possession of drugs or psychoactive substances.

WARNING: *The potential for serious harm arising from use of unlawful drugs and psychoactive substances, and the potential to expose the Landlord to legal liability, means that the Landlord will treat any breaches of this clause as serious breaches of the tenancy Agreement. If the Tenant becomes aware of any such activity at the Hall, the Tenant is encouraged to notify the Landlord as soon as reasonably practicable.*

No assignment, subletting etc

- 5.44 The Agreement is personal to the Tenant. The Tenant must not transfer (assign) the Agreement or the Tenancy and the Tenant must not allow anyone else to live in the Room with them or instead of them.
- 5.45 The Tenant must not exchange rooms with any other resident without the Landlord's prior written consent (which will not be unreasonably withheld).

- 5.46 If the Landlord reasonably requests the Tenant to move into a different room from the Room specified in the Offer, the Tenant will not unreasonably refuse. If the Landlord asks the Tenant to move into a different room during the Tenancy, the Landlord will provide reasonable assistance with packing and removal.
- 5.47 In the event of a room move:
- 5.47.1 the Tenant will leave the room they are vacating in a reasonable condition (subject to any agreement with the Hall Manager relating to damage for which the Tenant is not responsible, such as in the event of a burst pipe) and clear all of their personal belongings;
- 5.47.2 the Tenancy will be treated as having been continuous from the Start Date;
- 5.47.3 the Tenant will observe and perform the Tenant's obligations with regard to the substituted room with effect from the date of the move.

NOTE: The Landlord will give the Tenant written confirmation of any authorised move which will include the room to be vacated, the room to be occupied, the date of the substitution and any other agreed variation to the terms of the Tenancy.

At the end of the Tenancy

- 5.48 At the end of the Tenancy (however and whenever it ends) the Tenant must:
- 5.48.1 remove all rubbish and personal belongings from the Room and place any unwanted items in the designated waste refuse facilities at the Hall;
- 5.48.2 return all Contents to the positions they were in at the start of the Tenancy;
- 5.48.3 leave the Room, any Shared Areas used by the Tenant, and their respective Contents in the same state of cleanliness, repair and decoration as they were in at the Start Date (allowing for fair wear and tear and excluding any damage paid for by the Landlord's insurance);
- 5.48.4 return all Keys to the Landlord by 11.00 am on the last day of the Tenancy;
- 5.48.5 provide the Landlord with a forwarding address where the Tenant may be contacted.

6 Landlord's Obligations

- 6.1 Many of the Landlord's obligations are imposed by legislation and by the Code so they are not set out in full in this agreement. The Landlord's implied obligations include dealing with the Tenant fairly and openly, not discriminating against the Tenant or their visitors on the grounds of a protected characteristic, and managing the Hall with reasonable care and skill.
- 6.2 The Landlord may require the Tenant to move to alternative accommodation within the Hall where it is reasonably necessary for the proper management of the Hall. The Landlord will not unreasonably ask the Tenant to change rooms and will give reasonable advance notice where practicable if the Landlord requests the Tenant to move to a different room. Reasons for asking the Tenant to move to a different room

include failure by a prior tenant to vacate; proper estate management; reasons of health and safety; repair; welfare or compatibility between occupiers. If the Tenant moves to alternative accommodation at the Landlord's request, the Tenant will not have to pay a higher Rent than is stated in the Offer and the Rent will be reduced if the substituted room is normally let at a lower rate than the Rent.

- 6.3 The Landlord maintains, repairs and insures the structure and exterior, plant and equipment of the Hall and pays the utility bills for the Hall, but the Landlord is not required to repair at its own cost anything which is in need of repair because of the Tenant's failure to act in a tenant-like manner.
- 6.4 The Price includes planned and reactive repair and maintenance but if repair, maintenance, replacement, additional testing or cleaning is needed because of the failure by the Tenant or their visitor to comply with the Agreement, the Landlord may claim damages (compensation) from the Tenant to restore the Landlord to the position it would have been in if the Tenant or their visitor(s) had complied.
- 6.5 If any Utility or service is interrupted or suspended for longer than 48 hours, the Landlord will use reasonable endeavours to provide a suitable alternative.
- 6.6 Before entering the Room, the Landlord will give the Tenant reasonable advance notice (except in an emergency when no notice need be given). Notice requirements and access to Rooms will comply with the Code.
- 6.7 The Landlord shall make information available to the Tenant about the procedures for reporting disrepair and making maintenance requests.

7 Cancellations and Early Terminations

Cancellation by the Landlord

- 7.1 The Landlord may, acting reasonably, cancel the Agreement before the Tenant takes possession of the Room or decline to grant the Tenancy if:
- 7.1.1 the condition in clause 4.3 is not satisfied;
- 7.1.2 any information provided by or on behalf of the Tenant in the application or booking process is materially untrue or misleading, or changes materially before the Start Date; or
- 7.1.3 there is any other reasonable ground for doing so, including (without limitation):
- (a) failure by a prior occupier to vacate;
 - (b) the Room becoming unfit for human habitation;
 - (c) lockdown, industrial action or other circumstances beyond the Landlord's reasonable control;
 - (d) the Tenant's failure to make any payment due under the Agreement before occupation; or

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- (e) the Tenant's failure to collect the Key within 3 days from and including the Start Date (unless late arrival has been agreed with the Landlord);
- 7.2 The Landlord will notify the Tenant in writing as soon as reasonably practicable after deciding to decline to grant the Tenancy and cancellation of the Agreement will take effect on the date specified in that notice.
- 7.3 After the Tenant has taken possession of the Room, the Landlord may terminate this Agreement and, where appropriate apply to court for possession of the Room, on any of the following grounds:
- 7.3.1 Failure to pay Rent on the Payment Days;
- 7.3.2 Failure to pay by the due date for payment any other sum the Tenant is liable to pay under the Agreement or the Tenancy;
- 7.3.3 Persistent or serious breach by the Tenant of any of the Tenant's obligations in the Agreement or failure to behave in a tenant-like manner;
- 7.3.4 The Tenant has withdrawn from their educational establishment;
- 7.3.5 The Tenant's health or behaviour is a risk to the health, safety or welfare of others in the Hall such that it would be reasonable to terminate the Tenancy for their protection.
- 7.4 The Landlord will give the Tenant written notice of termination of the Agreement under clause 7.3. The period of advance notice will depend on reason for termination (shorter notice being given where the Tenant's continuing presence in the hall presents a risk to others). Unless there is serious or imminent risk to person or property, the Landlord will usually give the Tenant at least 28 days' advance notice before seeking possession.

Cancellation by the Tenant – Loss or suspension of Student status

- 7.5 Clauses 7.6 to 7.8 apply if:
- 7.5.1 the Tenant has withdrawn from, been excluded from, or refused admission to their institution of study; or
- 7.5.2 the Tenant has been absent from their course for more than 60 days due to illness and has agreed with their institution of study to suspend their studies.
- 7.6 In the circumstances set out in clause 7.5, the Tenant may end this Agreement and the Tenancy by giving written notice to the Landlord. That notice must:
- 7.6.1 state the Tenant's intended date of departure (the 'departure date'); and
- 7.6.2 reach the Landlord at least 4 weeks before the departure date; and
- 7.6.3 be accompanied by evidence reasonably satisfactory to the Landlord of the relevant circumstance (normally written confirmation from the educational institution will suffice).

- 7.7 If the Landlord (acting reasonably) considers that the notice or evidence referred to in clause 7.6 is defective, the Landlord will notify the Tenant as soon as reasonably practicable and give the Tenant a reasonable opportunity to remedy the defect.
- 7.8 Where a notice complies with clause 7.6 (or is corrected so that it complies):
- 7.8.1 the Tenant must vacate the Room on or before the departure date.
 - 7.8.2 the Tenancy will end on the departure date;
 - 7.8.3 the Tenant remains liable for the Rent and other sums due under this Agreement up to and including the departure date.

Cancellation by the Tenant – Reasons unconnected with Student status

- 7.9 Once the Agreement is concluded (becomes legally binding) the Tenant may only cancel it in accordance with the cancellation provisions in this Agreement.
- 7.10 As the Agreement is for rental of accommodation for residential purposes, there is no statutory right of 'cooling off' under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 7.11 The right to give notice to quit which applies to assured tenants does not apply to the Tenancy (which is a fixed-term, common law tenancy by virtue of paragraph 8 of schedule 1 of the Housing Act 1988).
- 7.12 The Tenant may ask the Landlord to cancel the Agreement at any time before the Start Date by submitting a written request to the Landlord. If the Landlord agrees to cancel the Agreement, the consequences for the Tenant will depend on timing of the cancellation request, as follows:

Landlord receives cancellation request	Consequence
More than 56 days before the Start Date	No cancellation charge. Full refund of Tenant's pre-paid Rent.
Between 29 and 56 days (inclusive) before the Start Date	£50 cancellation charge deducted from the Tenant's pre-paid Rent. Balance of pre-paid Rent refunded to the Tenant.
28 days or fewer before the Start Date	£50 or, if higher, the Landlord's reasonably foreseeable losses and expenses (including void loss, administration and remarketing costs). Payment will be taken from the 2 weeks' advance Rent already paid. Any surplus of pre-paid Rent is refunded to the Tenant.

- 7.13 If the Landlord does not agree to release the Tenant from the Agreement, the Agreement will continue in full force and effect.

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- 7.14 After the Start Date, the Landlord will usually agree to release the Tenant from this Agreement following a written request for early release, but may impose reasonable conditions. Where conditions are imposed, the release will not take effect unless and until those conditions have been satisfied. Typical conditions include some or all of the following:
- 7.14.1 a replacement occupier, reasonably acceptable to the Landlord, enters into a tenancy agreement for the Room (the Landlord will use reasonable endeavours find a replacement, but cannot guarantee that a replacement will be available);
- 7.14.2 the Tenant must pay the Landlord a cancellation charge which will be the higher of
- (a) £50;
 - (b) a sum equal to the Landlord's reasonably foreseeable loss arising from the early termination, including the Landlord's administration and re-letting costs;
- 7.14.3 If the Tenant has occupied the Room, the Tenant pays the Landlord a sum equal to the reasonable cost to the Landlord of a mid-tenancy deep clean and inventory check;
- 7.14.4 the Tenant pays all Rent and other sums due under the Agreement up to and including the date the replacement first becomes liable to pay rent.
- 7.15 Any Rent paid in advance that relates to a period after termination may be applied towards sums due under clause 7.14, with any surplus being refunded to the Tenant. If Rent paid in advance is not sufficient to meet the Tenant's obligations, the Tenant is liable to pay the shortfall to the Landlord as a debt within 14 days of demand and in any event before the cancellation takes effect.
- 7.16 For the purposes of clause 7.14, the replacement occupier must be a Student of good standing and must not already be living in the Hall or any other building managed or controlled by the Landlord. The Landlord shall be entitled to allocate prospective occupiers to rooms that are already available to let, until all such rooms are occupied, before allocating a replacement to the Room and releasing the Tenant from the Agreement.

General

- 7.17 Early termination of the Agreement or the Tenancy does not affect the rights or obligations of either party that arose before termination.
- 7.18 The Code contains obligations that require the Landlord to release the Tenant from obligations before the End Date in certain circumstances.
- 7.19 Nothing in this clause 7 excludes the Tenant's statutory rights.

8 Miscellaneous**8.1 Internet**

- 8.1.1 Internet service to the Hall is provided by a third party. Before being able to use the service, the Tenant will need to register with the third party and agree to reasonable terms of use. The Landlord will give the Tenant instructions on how to do this when the Tenant collects their Keys, or sooner.

NOTE: Charges for internet at the Hall are included in the Rent, but the Tenant will not be able to use the service until after they have registered with the third party provider and agreed to use the service responsibly.

- 8.1.2 The Landlord may temporarily suspend or restrict the Tenant's internet access where this is reasonably necessary to:

- (a) protect the security or functioning of the network;
- (b) prevent or respond to malware, hacking attempts or other cybersecurity threats originating from the Tenant's device or network use; or
- (c) comply with an internet service provider's requirement, legal obligation or takedown notice.

- 8.1.3 Following a suspension under clause 8.1.1, the Landlord will restore the service as soon as reasonably practicable once the issue has been resolved.

- 8.1.4 The Landlord will not be liable to the Tenant for any loss or expense arising from a suspension of or disruption to internet service if it is made in accordance with clause 8.1.1 or due to a technical fault or attack outside the Landlord's reasonable control.

8.2 Notices

- 8.2.1 To help avoid disputes, it is useful for both parties to keep a record of communications between the Landlord and the Tenant. Without a written record, it may be difficult to prove later that something was said or agreed.

- 8.2.2 Notices sent by the Landlord will be deemed to have been properly served on the Tenant if:

- (a) sent by first class post to the Room or the Tenant's last-known address, or delivered by hand and to the Room; or
- (b) sent by email to the Tenant's last-known e-mail address.

- 8.2.3 Notices sent by the Tenant will be deemed to have been properly served on the Landlord if:

- (a) sent by first class post to the Landlord's address (either the address in the Offer or such other address as the Landlord may subsequently have notified to the Tenant); or

- (b) sent by email to the Landlord's e-mail address (either the address in the Offer or such other email address as the Landlord may subsequently have notified to the Tenant).

8.2.4 Notices delivered by hand will be deemed to have been served the day after delivery.

8.2.5 Notices sent by first class post will be deemed to have been served two working days after posting.

8.2.6 Any notice given in connection with the Agreement must be in the English language. All other documents provided in connection with the Agreement must be in the English language, or accompanied by a certified English translation. If the Agreement or any provided by the Landlord is translated into any other language, the English language text shall prevail.

8.2.7 Notices may be served according to the provisions of section 196 of the Law of Property Act 1925.

8.3 **Data Protection**

8.3.1 The Landlord agrees to meet its responsibilities under the Data Protection Act 2018 and the UK GDPR.

8.3.2 The Tenant agrees that the Landlord may process relevant information about the Tenant or the Tenant's visitors and any emergency contact person nominated by the Tenant, for all lawful purposes connected to the Tenant's contract. This may include disclosing relevant information about the Tenant to their institution of study, the Guarantor, the Code administrators, the police, other law enforcement agencies, utility companies, local authorities, benefits services, immigration authorities or other government agencies, or any person who needs a reference. The Landlord will give out information about the Tenant if it has to in order to comply with a court order. This clause includes personal data classed as 'sensitive', such as information about health, ethnicity and criminal records.

8.3.3 The Landlord will allow the Tenant to see the personal information it holds about the Tenant on request. The Landlord will correct any information about the Tenant that is wrong. If the Landlord and the Tenant disagree about whether any of the Tenant's information is wrong, the Landlord will keep a record of the Tenant's objection.

8.4 **Confiscation of unsafe, prohibited and illegal items**

The Landlord's representatives may remove any item from the Hall which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item is illegal to have in one's possession, the Landlord may hand it over to the police, without liability to the Tenant or the owner of the item. If the item is perishable or a living thing, the Landlord will dispose of it in the way the Landlord considers to be appropriate, without liability to the Tenant (and the Tenant

shall be liable to pay any compensation due to the owner of the item if it does not belong to the Tenant). Otherwise, the Landlord will give the Tenant a receipt for the item and will store it until the End Date. The Tenant will be liable to pay the Landlord damages (compensation for breach of contract) equivalent to the Landlord's reasonable storage costs and agrees to pay within 7 days of the Landlord making a written request for payment. If the Tenant has not collected the confiscated item within 7 days after the end of the Tenancy, the Landlord may dispose of the item in accordance with clause 8.5.

8.5 Items left at the Hall by the Tenant at the end of the Tenancy

If the Tenant leaves any item which appears to the Landlord's representative to be of value (around £250 or over), the Landlord will make reasonable attempts to contact the Tenant to give the Tenant the opportunity to collect it. If the Landlord is unable to contact the Tenant, or if the Tenant does not collect the item within 2 weeks after the last day of the Tenancy, the Landlord may dispose of the item as it thinks fit. If the Landlord sells the item, it may deduct the reasonable and foreseeable costs of sale and storage from the proceeds, as damages. In other cases, the Landlord shall be entitled to claim the costs reasonably and foreseeably incurred in disposing of the item.

8.6 Limitations and exclusions of liability

8.6.1 In these terms and conditions, the Landlord excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

- (a) confiscation of items- see clause 8.4
- (b) lost property- see clause 8.5
- (c) interruption to services- see clause 8.9
- (d) repairs- see clauses 6.3 and 6.4
- (e) if the Accommodation is badly damaged or destroyed- see clause 8.11
- (f) internet suspension- see clause 8.1
- (g) disruption caused by works- see clause 8.9

8.6.2 The Landlord will not be liable to the Tenant for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control.

8.6.3 The Landlord does not accept liability for:

- (a) loss of profits, earnings or business;
- (b) loss of opportunity;
- (c) any indirect or consequential loss;

- (d) any loss arising from the acts or omissions of other residents or from the Tenant's relationship with other occupiers of the Hall, save to the extent that such loss results from a breach by the Landlord of its obligations under this Agreement.

8.6.4 With the exception of claims for death or personal injury, the Landlord's total liability to the Tenant is limited to the Rent.

8.7 Complaints

The Landlord's complaints handling process can be viewed at <https://aa4s.co.uk/feedback-complaints/>

8.8 Advertising

8.8.1 Any advertisements of the Hall or show flats at the Hall are indicative of the type of accommodation at the Hall. Whilst these representations are made in good faith, the Landlord does not guarantee that Room will be exactly the same as those shown in advertisements. There is likely to be some minor variation from room to room in size, colour schemes, furnishings and Contents.

8.8.2 Items which appear in advertising or show flats, other than furniture and fittings, should be regarded as being for display purposes only, and they will not be provided with the Accommodation.

8.9 Disruption caused by works

8.9.1 The Landlord may carry out works on any property it owns or manages near or next to the Room (including other parts of the Hall).

8.9.2 The Landlord will, where possible, give the Tenant reasonable advance notice of any such works.

8.9.3 Whilst the Landlord will use all reasonable endeavours to minimise disturbance and inconvenience to the Tenant, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable. The Landlord will not be liable to the Tenant for noise, dust, vibration, interruption of services, disturbance or inconvenience to the Tenant caused by any such works.

8.10 If the Landlord does not enforce the Agreement immediately in response to breach

If the Landlord fails to exercise any right or remedy provided in these terms and conditions, or by law, that failure shall not constitute a waiver of that (or any other) right or remedy. The Landlord will not be prevented or restricted from further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

8.11 Damage preventing occupation

8.11.1 If the Room or the Hall is damaged, destroyed or otherwise unavailable so that the Room cannot reasonably be occupied, the Landlord will act in accordance with its obligations under this Agreement and the Code.

8.11.2 In such circumstances:

- (a) the Tenant will not be required to pay Rent for any period during which the Room is unfit for occupation (unless the damage has been caused by the Tenant or their invited visitors);
- (b) the Landlord will consider, in accordance with its policies and availability, whether it is reasonably able to offer the Tenant suitable alternative accommodation; and
- (c) where alternative accommodation is not available, or is not suitable, the Landlord will consider what assistance or compensation (if any) is appropriate in the circumstances.

8.11.3 Nothing in this clause 8.11 requires the Landlord to provide alternative accommodation where it is not reasonably practicable to do so, but the Landlord will act reasonably and in accordance with the Code.

8.12 Governing law and jurisdiction

8.12.1 The Tenant's contract will be governed by the laws of England and the English courts shall have exclusive jurisdiction as regards any litigation relating to the contract.

8.12.2 The Tenant and the Landlord may, if they agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

8.12.3 Disputes relating to the Code may be referred to the Code Administrator for in accordance with the Code's rules.

8.12.4 The rights and remedies provided in the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9 Statutory Information

9.1 Where to find it

All legislation referred to in these terms and conditions is available to view on www.legislation.gov.uk. Parts of clauses 9.2, 9.3 and 9.4 have been reproduced from the relevant legislation. These extracts are © Crown Copyright and are reproduced under the terms of the Open Government Licence.

9.2 Landlord and Tenant Act 1987

The Landlord's address for service of notices, including the service of legal proceedings, is Claredale House, Claredale Street, London E2 6PE or such other address as the Landlord may subsequently notify in writing to the Tenant.

9.3 Ground 2, Schedule 2 Housing Act 1988 – Mortgagee’s Interest

In case the Tenancy should take effect as an assured tenancy then, in accordance with Ground 2 of Schedule 2 of the Housing Act 1988, the Landlord hereby gives the Tenant notice (in advance of the Tenant entering into the Agreement) that:

9.3.1 The Hall is subject to a mortgage or charge granted before the Tenant entered into the Agreement; and

9.3.2 The mortgagee (lender) is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925;

and the Agreement may be terminated before the calendar End Date if the mortgagee requires possession of the Room or the Hall for the purpose of disposing of it with vacant possession in exercise of their power of sale.

9.4 Ground 4A, Schedule 2 Housing Act 1988 – Full-time Student Letting

In case the Tenancy should take effect as an assured tenancy in an HMO the Landlord hereby gives the Tenant notice (in advance of the Tenant entering into the Agreement) that the Landlord wishes to be able to recover possession of the Room on a date between 1 June and 30 September on the basis that:

9.4.1 the Room is, or is in, an HMO;

9.4.2 the Tenant meets the ‘student test’ (as defined in Ground 4A of schedule 2 of the Housing Act 1988) when the Tenancy is entered into;

9.4.3 the Tenant entered into the Agreement less than 6 months before the Start Date;

9.4.4 the Landlord intends the next tenant of the Room to be someone who meets the student test when that new tenancy is entered into.

9.5 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

9.6 Provision of Services Regulations 2009

9.6.1 Much of the information which must be provided under these regulations is given in the Offer or elsewhere in these terms and conditions.

(a) The contact details for direct communication with the Landlord are given in the Offer and in clause 9.2.

(b) The contact details for making complaints to the Landlord and for information requests are given in clause 8.7.

(c) The Landlord’s VAT registration number is GB 577464790.

(d) The law which applies to the Agreement between the Landlord and the

Tenant is the law of England and the parties submit to the jurisdiction of the courts of England on all matters relating to the Agreement.

9.6.2 The Landlord is a member of the Code. Information about the Code can be viewed at www.anuk.org.uk.

10 Glossary of definitions and rules of interpretation

10.1 Definitions

In these terms and conditions the words and expressions in the column on the left have the meaning given to them in the column on the right of this clause.

Account	An online account created and registered in the name of the Tenant during the process of applying to the Landlord for student residential accommodation through the Website.
ACoP	An approved code of practice of a type described in section 233(a) of the Housing Act 2004.
Agreement	A legally binding agreement between the Landlord and the Tenant for the grant of a Tenancy of the Room incorporating: <ul style="list-style-type: none"> (a) the Offer; (b) the Tenant's acceptance of the Offer; (c) these terms and conditions.
Code	The National Code for accommodation owned or managed by non-educational establishments , or any other approved code of practice of a type described in section 233(a) of the Housing Act 2004.
Landlord	Affordable Accommodation for Students Association Limited and any person or organisation which subsequently becomes entitled to possession of the Room when the Tenancy ends.
Contents	Items at the Hall provided by the Landlord.
Hall	The Landlord's Hall of Residence identified in the Offer.
Hall Manager	The Landlord's representative on duty at the Hall from time to time.
Instalment	An instalment of Rent payable on a Rent Day as set out in the Offer.
Interest	(a) Any interest that may lawfully be charged on any Rent that has not been paid in full within 14 days from and including the applicable Rent Day (at the rate of 3% above the Bank of England's base rate from time to time) (Default Interest); and/or (b) any interest a court may award to the Landlord in a claim to recover money from the Tenant (including a claim for damages).
Key	A key, fob or other access device provided by the Landlord.

Occupancy Period	The period between the Start Date and the End Date stated in Offer during which the Tenant will be permitted to occupy a room at the Hall, subject to early termination or substitution under these terms and conditions.
Offer	An offer to enter into an agreement for the grant of a Tenancy of the Room made by the Landlord to the Tenant, details of which are recorded in the [Schedule of the Agreement].
Rent Days	The dates an Instalment falls due, as stated in the Offer.
Permitted Use	Residential accommodation for the Tenant only in connection with the Tenant's course of study
Rent	The amount the Tenant is liable to pay the Landlord for the Tenancy, as stated in the Offer.
Room	The study-bedroom at the Hall identified in the Offer or any substitute study-bedroom provided by the Landlord for the exclusive use of the during the Occupancy Period in accordance with clause 6.2.
Shared Areas	The parts of the Hall that are provided by the Landlord for shared use by tenants, such as communal roads, paths, and stairs, study rooms, laundrettes and drying areas, common rooms, baggage rooms and gardens.
Student	A person pursuing or intending to pursue a course of study at: <ul style="list-style-type: none"> (a) any university or university college; (b) any constituent college, school or hall or other institution of a university; (c) any other institution which provides further education or higher education or both and which is publicly funded.
Tenancy	A common law tenancy (within paragraph 8 of schedule 1 of the Housing Act 1988) of the Room, at the Rent, granted and taking effect in possession on the Start Date and ending (subject to the early termination conditions in the Agreement) on the End Date.
Tenant	The person so named in the Offer.
Website	https://aa4s.co.uk

10.2 Interpretation

In these terms and conditions:

10.2.1 general words introduced by the word 'other' do not have a restrictive meaning;

10.2.2 the words:

- (a) 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- (b) 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
- (c) 'notice', 'notify', 'nominate' or 'request' (and any derived expression) require the notice, notification, nomination or request to be in writing;

10.2.3 an obligation:

- (a) to do something includes an obligation to procure that it is done;
- (b) not to do something includes an obligation not to cause or allow that thing to be done.

10.2.4 a reference to:

- (a) an 'approval' or 'consent' which is required from the Landlord means a prior written approval or consent;
- (b) "a 'fair proportion' of any sum is a reference to the whole or a proportion of that sum determined by the Landlord, (acting reasonably);
- (c) a 'protected characteristic' is a reference to a protected characteristic within the meaning of the Equality Act 2010;
- (d) particular legislation (such as an Act of Parliament or Regulations) is available to view at www.legislation.gov.uk, unless stated otherwise, a reference to:
 - (i) that legislation as amended, consolidated or re-enacted from time to time; and
 - (ii) all subordinate legislation made under it from time to time;
- (e) 'Hall', 'Shared Areas' and 'Room' includes each and every part of them and their respective Contents
- (f) 'unfit for habitation' means unfit for reasonable human habitation, including for reasons of closure by a competent authority, structural or mechanical failure, war or civil unrest, industrial dispute, terrorist threat, natural disaster or adverse weather conditions;
- (g) the singular includes the plural, and vice versa;
- (h) any gender includes all genders.

10.2.5 where the Tenant agrees to indemnify the Landlord against something, that means the Tenant will protect the Landlord from foreseeable loss or costs arising from the Tenant's actions or omissions in breach of this Agreement.

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- 10.3 All amounts of money in this agreement are expressed in GB Pounds Sterling. The Tenant must take the risk of any fluctuation in exchange rates and it is the Tenant's responsibility to make sure that sums due under the Agreement are paid in full and on time. The Tenant must not deduct or set-off any money exchange or transfer fees or commission when making a payment to the Landlord. The Rent is the amount the Landlord must receive and any costs of transferring payments to the Landlord must be borne by the Tenant.
- 10.4 If one of the parties to the Agreement does not comply with their obligations, the other party may be entitled to claim **damages** and/or costs from them – in other words the losses suffered and expenses reasonably incurred as a result of the breach of contract. The person making the claim (the 'claimant') must take reasonable steps to keep their losses at a reasonable level and avoid incurring unnecessary expense. The claim should not put the claimant in any better position financially than they would have been in if the person in the wrong had complied with their obligations, but they are entitled not to be any worse off. The onus is on the person making the claim to prove that any losses have actually been sustained, that any expenses have been reasonably incurred, and to provide evidence to support their claim. The Agreement may exclude or limit the Landlord's liability for some things – see clause 8.6.