

## 1. Definitions and Interpretation of the Agreement

- 1.1 In the Tenancy Agreement the terms in bold capitals on the cover page of the Agreement have the meanings set out next to them.
- 1.2 Text in bold set out in boxes in the Tenancy Agreement is for guidance and information only and does not form part of the Tenancy Agreement. Any reference to Agreement refers to the Tenancy Agreement including Terms & Conditions.
- 1.3 The Management Company, acting on behalf of the Landlord is Mansion Property Management Limited, 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3SB.
- 1.4 The term “the Landlord” includes not only the company named on the cover page but also any other persons or companies who may legally succeed it.
- 1.5 Any reference to “Tenancy” refers to the tenancy created under the Agreement.
- 1.6 Clause headings do not affect the interpretation of the Agreement.
- 1.7 The Management Company has been authorised to act on behalf of the Landlord as its agent in connection with the operation of the Agreement. However for the avoidance of doubt supplies under the Agreement are made by the Landlord and not the Management Company.
- 1.8 The rent under the Agreement accrues weekly in advance and it will be collected as defined in the Agreement. The total rent for the Tenancy Period is the rent specified in the Agreement.
- 1.9 Any provision of the Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Agreement and the remainder of such provision shall not be affected.



- 1.10 Where the Landlord or the Tenant comprises more than one person, the obligations and liabilities of that party under the Agreement shall be joint and several obligations and liabilities of those persons.
- 1.11 If applicable, the Management Company shall secure the Deposit as agents for the Landlord throughout the Tenancy as security for the compliance by the Tenant with its obligations under the Agreement and the payment, holding and use of the Deposit shall be without prejudice to any other rights and remedies of the Landlord, whether express or implied. Any reference to Tenancy refers to the tenancy created under the Agreement.
- 1.12 All deposits taken will be registered in accordance with the Deposit Protection Regulations and the Housing Act 2004.
- 1.13 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.14 Shared Items, Shared Areas, Communal Facilities; refer to any items used in common with any other occupiers of the Property and/or the building which it forms part, whether or not owned by the Landlord.

## 2. Grant of Tenancy & Inventory

- 2.1 At the request of the Guarantor, the Landlord lets the room within the flat to the Tenant for the Tenancy Period and gives the Tenant the right to use in common with all other persons authorised by the Landlord the Shared Items, Shared Areas and other communal facilities within the development for the Tenancy Period.
- 2.2 Upon moving into the room, the Tenant must check that the Inventory provided at check-in and showing the contents and condition of the room and/or the Property is accurate and must sign and return the duplicate Inventory to the Management Company within 7 days of moving into the room.



- 2.3 The Agreement creates an assured shorthold tenancy under Part I, Chapter II of the Housing Act 1988 (“HA 1998”) which means that once the Tenancy has expired the Landlord is entitled to recover possession under Section 21 of the HA 1998.
- 2.4 If applicable, where the Landlord fails to comply with the Tenancy Deposit Regulations the Landlord shall be prevented from recovering possession of the room using the accelerated possession procedure under Section 21 of the HA 1988.

### 3. Rent and Other Charges

- 3.1 The Tenant shall pay the rent in advance. If the Tenant can provide a bona-fide UK-based Guarantor then the rent instalments are as defined in the Tenancy Agreement.
- 3.2 If the circumstances of the UK based Guarantor change, in so far as the Guarantor moves and/or becomes no longer UK based, it is the responsibility of both the Tenant and the Guarantor to inform the Landlord of such changes. If applicable, the Landlord reserves the right to amend the agreed instalment payment and any rent outstanding for the remainder of the Tenancy Period will immediately become due in full.
- 3.3 The Tenant shall pay the 1<sup>st</sup> Payment of rent to the Landlord on or before the 1<sup>st</sup> Payment Date as defined in the Tenancy Agreement . If payment by Direct Debit is the preferred method of payment, the Tenant shall also deliver to the Landlord 10 days before this 1<sup>st</sup> Payment Date a completed and correct direct debit mandate in respect of payment of rents as defined in the Tenancy Agreement at the times and in the manner specified in the Tenancy Agreement (whether demanded or not). The Tenant shall pay to the Landlord on demand £25.00 on each and every occasion when the Tenant’s direct debit or cheque is returned by the Landlord’s bank unpaid. Other charges may apply in accordance with the arrears policy.
- 3.4 The Tenant shall not reduce any payment of rent by making any deduction from it or by setting any sum off against it for any reason.
- 3.5 The Tenant shall not withhold rent that is due for payment, for any reason.



- 3.6 The Tenant shall be responsible for obtaining and paying for any television licence required for any television in the room.
- 3.7 The Tenant shall be responsible jointly and severally with other occupiers of the flat for any television in the shared areas, unless a connection fee is payable.
- 3.8 Normal residential use of electricity, gas, water, and sewerage utility services is included within the rent. The Landlord reserves the right to recharge the Tenant for non-residential unreasonable or excessive use of such services.

#### **4. Booking Fee / Connection Fee / Utility Bond (if applicable)**

- 4.1 The Tenant will pay the Booking Fee to the Management Company with their application for accommodation.
- 4.2 The Booking Fee is non-refundable should an offer of accommodation be made by the Landlord and refused by the Tenant. This fee covers the cost of administering your application.
- 4.3 Further details of the Booking Fee and cancellation policy are available on the Management Company's website [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk).
- 4.4 The Connection Fee is payable on the 1<sup>st</sup> Payment Day by the Tenant to the Management Company.
- 4.5 The Utility bond is payable on the 1st Payment Day by the Tenant to the Management Company and contributes towards the cost of energy, water and sewerage and is non-refundable.

#### **5. The Guarantor**

- 5.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the rent and observe and perform the tenant covenants of the Agreement and that if the Tenant fails to pay the rent or



to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

5.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the rent or any failure to observe or perform any of the tenant covenants of this Agreement.

5.3 The liability of the Guarantor under clause 5.1 and clause 5.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of the Agreement.

5.4 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of the rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them; or
- (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rent or to observe or perform the tenant covenants of the Agreement;
- (d) the Landlord taking any action or refraining from taking any action in connection with the Deposit;
- (e) the Tenant dying or becoming incapable of managing its affairs.

### 6. Care of the Accommodation

6.1 The Tenant will:

- (a) not alter or damage the room or room items and will keep them in a clean and tidy condition;
- (b) not damage or mark or change the decorative finish of the room or shared areas;
- (c) jointly with the other occupiers keep the shared areas in a clean, tidy and hygienic condition;
- (d) not alter, damage, litter or obstruct the use of the shared areas;



- (e) not cause or permit any damage to any part of the development;
- (f) not remove any room items or shared items from the flat (as evidenced by the Inventory);
- (g) notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the room, the flat or the development as soon as such repairs or maintenance work are apparent;
- (h) not attempt to carry out any repairs or maintenance works to any part of the development, including the flat and the room, any of the shared items and the room items;
- (i) not to tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- (j) not bring any of the following items into the flat without the written consent of the Management Company: upholstered furniture (such as sofas and arm chairs), heating equipment or appliances or any electrical equipment which does not comply with all relevant British Standards’;
- (k) not to mark or label any keys and to report the loss of them immediately to the Management Company;
- (l) 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 the Tenant leaves);
- (m) comply with the published Internet Usage Policy as amended from time to time. The Landlord reserves the right to terminate such service without compensation for breach of that policy and/or continued rent arrears or other payments due or outstanding of over 14 days.
- (n) Subject to section 11 of the LTA 1985 keep the drains gutters and pipes of the Property clear from obstruction

6.2 The Tenant hereby states that they are a student registered with the University/College or will be at the commencement of the Tenancy Period.



- 6.3 Should the Tenant no longer be a student at a University/College the Tenant will notify the Landlord or the Management Company within one week of such change of status and shall vacate the room and flat immediately. The Tenant shall remain liable for all of its obligations under the Agreement which have not been performed, including the payment of rent.

### **7. Proper Conduct for Communal Living**

The Tenant will:

- 7.1 Use the room and the shared areas for their own private residential purposes only and only for student accommodation purposes;
- 7.2 Not allow any other person to reside on any part of the development;
- 7.3 Not cause any noise which is audible outside of the room it is made in;
- 7.4 Not cause any disturbance distress annoyance or damage to any other occupiers of the development or their property;
- 7.5 In co-operation with the other occupiers of the building, keep clean and tidy and clear of rubbish the parts of the building which the Tenant is entitled to use solely or in common with others and will pay to the Landlord on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord;
- 7.6 Not tamper with misuse or damage any equipment or other things in the development which are provided by the Landlord in the interests of health and safety of persons in the development (including but not limited to fire fighting equipment and fire doors);
- 7.7 Pay on written demand a reasonable sum as defined in the Management Company's published schedule of charges or as required by the relevant emergency service to cover any costs incurred by the Landlord if the Tenant sets off a fire alarm without due cause (even if



accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;

- 7.8 Not prepare or cook food anywhere other than in the kitchen in the flat and not keep or use deep fat frying equipment anywhere on the development;
- 7.9 Not keep or use candles or any open flame, lighting or heating equipment anywhere in the room or the flat;
- 7.10 Comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the shared areas and/or shared items and conduct in the communal areas of the development generally;
- 7.11 Not affix any notice poster or similar article anywhere in the development except on the notice boards (if any) provided making good any damage caused or paying the Landlord's reasonable costs for failure to comply;
- 7.12 Comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the flat and general conduct in the development;
- 7.13 Not park or allow any visitor to park any car or other vehicle on the grounds of the development without a permit where applicable.
- 7.14 Not sub-let or assign the whole, or any part, of the room or flat or any of the Tenant's rights under the Agreement nor part with possession or share occupation of the room;
- 7.15 Use best endeavours to ensure that the Tenant's visitors comply with clauses 6 and 7 of the Agreement headed "care of the accommodation" and "proper conduct for communal living";
- 7.16 Attend a fire training session arranged by the Management Company.
- 7.17 Not smoke in the development other than in the outside designated smoking areas;



- 7.18 Not bring onto or allow to be stored or kept or used within the room, flat or development and to report to the Landlord or any of its staff the presence of any:
- (a) animals or pets of any description;
  - (b) liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
  - (c) illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a bona-fide medical practitioner; and
  - (d) weapons or imitation weapons of any form.
- 7.19 Not commit any form of harassment on the grounds of race, religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property;
- 7.20 Not to alter or add to the room, flat or development nor to re-decorate the whole or any part of it or the interior, nor to allow anyone else to do so;
- 7.21 Not to use the room, flat or the development or any part of it, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of the flat, the development or any neighbouring property;
- 7.22 Not run a trade or business from the room, flat or development;
- 7.23 Not to act or fail to act in a way which will or may result in any policy of insurance in respect of the development becoming void or voidable or whereby the premium or excess therefore and therein may be increased;
- 7.24 Not install any wireless or television pole aerial satellite dish or apparatus on the development;
- 7.25 Not use, threaten, harass or commit any violence against any other occupier, bona-fide visitor, the Management Company or the Landlord or any of the Landlord's staff or agents;



- 7.26 Not expose or allow to be hung any laundry washing or other items so as to be visible from outside the flat and not to dry clothes on any storage or electrical convector or fan heaters;
- 7.27 Not store bicycles in the room, flat or any access ways or staircases but instead will store any bicycle in the designated bicycle storage areas. In the event that the Landlord is required to remove any bicycle stored in breach of this clause the Tenant shall pay to the Landlord on demand £25 (Inc vat) before the release of the bicycle to the Tenant.
- 7.28 Not obstruct designated fire exits or emergency escape routes.

### **8. Access by the Landlord**

- 8.1 The Tenant must permit the Landlord and Management Company and their agents with any necessary contractors and workman to enter the flat and the room at all reasonable times upon 24 hours prior notice (or in the event of emergency at any time without notice) in order to:
- (a) carry out the services required under the Agreement;
  - (b) show the accommodation to prospective new tenants;
  - (c) examine the state and condition of the flat and the room and the shared items and the room items;
  - (d) carry out any repairs to the room, the flat or the development that are reasonably necessary pursuant to the Landlord's and Management Company's responsibilities under the Agreement or by statute and for any other reasonable purpose in connection with the management of the development.

### **9. At the End of the Agreement**

- 9.1 When this Tenancy comes to an end (however that may be) the Tenant will:
- (a) attend a check out inspection by the Management Company's site management team and sign a copy of the inspection report;
  - (b) vacate the room and remove all of their belongings from the development and leave the room and the room items in the same clean state and condition as they were at the



beginning of the Tenancy Period as shown in the Inventory. If the Tenant fails to remove any of their property from the development within seven days after this Tenancy comes to an end then the Landlord may sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to any third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 6 months the sale proceeds net of any disposal and reasonable management costs have not been claimed by the Tenant then the Landlord shall be entitled to keep them absolutely;

- (c) jointly and severally with the other occupiers ensure that the shared areas and shared items are left in the same clean state and condition as they were in at the beginning of the Tenancy Period;
- (d) ensure that any room item or shared item which may have been moved during the Tenancy Period is returned to the location that they were in at the start of the Tenancy Period;
- (e) give to the Management Company all relevant keys given to the Tenant at the start of the Tenancy, and for any not returned at the end of the Tenancy the Tenant will pay to the Landlord a reasonable administrative and replacement charge;
- (f) confirm to the Management Company the address or bank details to which the Deposit (less any deductions made in accordance with the Agreement) should be sent to and if the Management Company does not receive such confirmation within 5 working days of the end of this Tenancy then the Management Company shall return the Deposit (less any deductions) by cheque to the home address of the Tenant as it appears on page 1 of the Agreement.

### 10. Expenses Related to Breaches of the Agreement or Recovering Possession

10.1 If the Tenant breaches the Agreement or fails to fulfil any of its obligations under the Agreement, the Tenant shall pay within 7 days of written demand any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

10.2 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of the Agreement or a failure to fulfil any of its obligations under the



Agreement then the Tenant shall bear a proportion of the costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations. The proportion will be determined by the Landlord (acting reasonably) and the Tenant shall reimburse the Landlord for such cost within 7 days of written demand.

- 10.3 The Tenant will also pay on demand all reasonable expenses fees and costs incurred by the Landlord in connection with:
- (a) collecting or attempting to collect any sums which are due but unpaid by the Tenant under the Agreement;
  - (b) ensuring that the Tenant gives up occupation of the room once he/she is no longer entitled to occupy; and
  - (c) losses or damage in accordance with the Management Company's published 'schedule of charges', details of which are available from the Management Company upon request and a copy of which is attached to the Agreement.

### **11. Landlord's Rights to End the Tenancy before the Expiry of the Fixed Tenancy Period**

- 11.1 The Landlord reserves the right to re-enter the room if:
- (a) the rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not;
  - (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
  - (c) the Tenant has breached the Agreement;
  - (d) any of the grounds for possession set out in Schedule 2 of the HA 1988 occur or apply;
  - (e) the Tenant ceases to be a (full time/part time) student;
  - (f) fire or damage renders the room or the flat unfit for the allowed.
- 11.2 If the Landlord re-enters the room or the flat pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of the Agreement by the Tenant.



### 12. Tenant Indemnity

If the Tenant ceases to be a full time/part time student but continues to live in the room then the Tenant must within 7 days of written demand from the Landlord reimburse and indemnify the Landlord in respect of any Council Tax due in respect of the entire flat as a result of the Tenant's continued occupation of the room.

### 13. Landlord's Obligations

13.1 The Landlord agrees to:

- (a) allow the Tenant to quietly possess and enjoy the room without unnecessary or unwarranted interference;
- (b) carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable to the tenancy);
- (c) comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;
- (d) insure the flat, the room items and the shared items (and for the avoidance of doubt, the Landlord will not insure the Tenant's personal possessions and the Landlord accepts no liability for loss or damage to the Tenant's personal possessions );
- (e) at the beginning of the Tenancy Period equip the room with the room items and the shared areas with the shared items.

### 14. Notices

14.1 Any notice to the Landlord sent under or in connection with the Agreement shall be deemed to have been properly served if:

- (a) sent by first class post or left at the Managing Agent's address given on the first page of the Agreement; or
- (b) sent to the Managing Agent's fax number or e-mail address stated on the first page of the Agreement.



- 14.2 Any notice sent to the Tenant under or in connection with the Agreement shall be deemed to have been properly served if:
- (a) sent by first class post or left at the Tenant's address stated on the first page of the Agreement; or
  - (b) sent to the Tenant's e-mail address stated on the first page of the Agreement.

14.3 Any notice sent by first class post shall be deemed to have been received the day after it was sent.

14.4 For the purposes of Section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the Managing Agent's address as stated on the first page of the Agreement.

### 15. **Governing law and jurisdiction**

15.1 The 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.

15.2 The Agreement has been entered into on the date stated under the Landlord's signature below.

### 16. **Deposit**

16.1 The Management Company acknowledges receipt of the Deposit from the Tenant.

16.2 At the end of the Tenancy the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:-

- (a) make good any damage to the flat the room or the contents thereof (except for fair wear and tear);
- (b) replace any of the items which may be missing from the flat or the room as evidenced on the Inventory;
- (c) pay any accounts for utilities or any other taxes or accounts for which the Tenant may be liable which remain unpaid;



- (d) pay any Rent which remains unpaid; and
- (e) pay for the flat the room and the contents thereof to be cleaned if the Tenant is in breach of its obligations to do so.

### 17. Tenant Deposit Protection Scheme Arrangements

- 17.1 The Deposit is protected by The Deposit Protection Service (DPS) of The Pavilions, Bridgewater Road, Bristol BS99 6AA. Telephone number 0844 472 7000, email [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com).
- 17.2 The Management Company will provide within 14 days of the Deposit being received the prescribed information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- 17.3 The Management Company agrees that the Deposit shall be held in accordance with the rules of the DPS.
- 17.4 The Management Company shall inform the Tenant within 10 working days of the Tenancy ending if the Management Company intends to withhold all or part of the Deposit as detailed in clause 16.
- 17.5 Within 10 working days from the end of the Tenancy the Management Company shall inform the custodial scheme administrator that the Deposit is to be repaid in the sums agreed between the Management Company and the Tenant.



### Schedule of Charges

Standard charge list for damage items/cleaning of items (including VAT & labour).  
These costs are approximate and may vary dependent on the situation.

Description	Cost – up to £
Repair / Replace front door (fire door)	£320
Replace door lock	£100
Redecorate bedroom (inc damage rectification and/or de-fumigation as a result of smoking)	£300
Redecorate kitchen	£300
Redecorate corridor	£200
Replace mattress – Single / Queen / Double	£100 / £120 / £140
Replace/repair bed – Single / Queen / Double	£180 / £190 / £200
Replace/repair wardrobe up to	£180
Replace study desk	£150
Replace desk chair	£70
Replace curtains/blinds (depending on size)	£100
Replace bedroom flooring	£450
Replace bedside cabinet	£45
Replace chest of drawers	£80
Replace intercom phone	£120
Replace flat communal flooring (corridors / lounge)	£700
Replace sofas	£225
Replace flat screen TV	£500
Replace TV unit	£70
Replace TV shelf	£100
Replace kitchen flooring	£500
Replace kitchen blind	£120
Replace microwave	£65
Replace kitchen bin	£15
Replace vacuum cleaner	£100



## Tenancy Agreement Terms and Conditions

Description	Cost – up to £
Replace oven / hob - each	£350
Replace kitchen/dining table	£100
Replace kitchen chair	£20
Replace coffee table	£75
Replace worktop	£250
Replace washing machine / washer dryer	£300 / £350
Replace fridge freezer / fridge or freezer	£250 / £200
Replacement fire extinguisher or tampering with fire extinguisher	£60
Replacement fobs & keys – Room/Flat Post Box	£25 each £10
Replace pin board	£45
Replace book shelves	£65
Replace desk top	£60
Replace shower cubicle/side panel	£170/£110
Replace shower tray	£150
Replace bathroom mirror	£25
Replace toiletry shelf/cupboard	£75
Replace toilet seat	£25
Replace Internet cable	£30
Replace Internet patch lead	£10
Replace bedroom door	£320
Clean bedroom flooring	£45
Clean communal flooring (corridor / lounge) (if applicable)	£40
Clean bedroom at end of tenancy if not up to standard	£40
Clean en-suite at end of tenancy if not up to standard	£50
Clean kitchen at end of tenancy if not up to standard	£50
Removal per sack of rubbish from flat/room	£10

This list is not exhaustive and the Landlord reserves the right to charge for any damages not considered to be due to normal wear and tear.

