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**MANSION PROPERTY MANAGEMENT  
STANDARD TERMS AND CONDITIONS OF RESIDENCE (SCOTLAND) 2022/23**

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## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these terms and conditions, the words and expressions shown in bold print have the meaning given next to them:

**“Accommodation”** ‘means the bedspace, study bedroom or studio specified in the Offer and any other bedspace, study bedroom or studio that MPM may allow the Student to occupy from time to time;

**“Accommodation Fees”** means the amount specified in the Offer as the fees payable by the Tenant for occupation of the Accommodation, and which are payable in advance in the instalments and on the Payment Dates specified in the Offer;

**“Applicable Terms”** means these terms and conditions and any other applicable terms referred to in the Offer. The Offer and the Tenant’s contract incorporate all the Applicable Terms;

**"Building"** means the building specified in the Offer;

**"Check-in Pack"** means the information pack issued by MPM to the Tenant at check-in;

**"Contents"** means fixtures, fittings, furniture equipment, keys, passes and other items belonging to MPM. MPM will provide the Tenant with a list of these at the beginning of the Period of Stay. A list of Contents typically provided with the Accommodation is given on the website [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk);

**"Deposit"** means a security Deposit and is payable when the Tenant accepts the Offer. The Deposit will become security for the performance of the Tenant's obligations, and the discharge of the Tenant's liabilities, in the Tenant's contract for the Accommodation. MPM will hold the Deposit as security for the Tenant taking a tenancy or licence of the Accommodation. **If the Tenant does not take the tenancy or licence, MPM will be entitled to keep the full Deposit** to cover the cost of processing the Tenant's application (unless the Tenant cancels within the cooling-off period referred to in clause 5.2.2);

**"Flat"** means a self-contained housing unit that occupies only part of the Building;

**"Guarantor"** means an adult (other than the Tenant):

- (a) whose only or main residence is in the United Kingdom of Great Britain and Northern Ireland; and
- (b) who satisfies MPM's reasonable requirements regarding evidence of their identity, place of residence and occupation;
- (c) who will guarantee the Tenant's performance of his/her obligations in the Tenant's contract with MPM including the payment of Accommodation Fees; and
- (d) who will indemnify (pay compensation to) MPM against any claim, loss or expense arising from the Tenant's failure to comply with his/her obligations.

**"Insured Risks"** means the risks of fire and such other risks as MPM may decide to insure against. A copy of the insurance policy is available from MPM on request;

**"Interest"** means interest at the rate of 3% per annum above the base lending rate of Bank of England on any sum which has not been paid by the due date, calculated on a daily basis from the due date for payment until actual payment;

**"MPM"** means MANSION PROPERTY MANAGEMENT LIMITED (company number 06638836) whose registered office is at 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3SB. Telephone: 0800 652 7844. Email: [info@mansionstudent.co.uk](mailto:info@mansionstudent.co.uk). MPM does not accept communications by fax. "MPM" includes any person with an interest in the Building for whom MPM acts as managing agent;

**"Offer"** means the offer of Accommodation made to the Tenant by MPM and accepted by the Tenant;

**"Period of Stay"** means the licence or letting period (as applicable) set out in the Offer;

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**"Payment Dates"** means the dates for paying the instalments of Accommodation Fees, set out in the Offer;

**"Promotions"** means any discounts, incentives, or special offers referred to in the Offer, or in writing;

**"Regulations"** means the rules and regulations imposed from time to time by MPM in relation to the Building. These may include instructions on fire safety, health and safety, security, or any other reasonable subject relating to the management of the Building;

**"Scheme Administrator"** means the administrator of the authorised tenancy deposit protection scheme that will be used by MPM, namely MyDeposits Scotland. Further information is given in clause 6 of these terms and conditions;

**"Tenant"** means the Tenant named in the Offer (and where there is more than one permitted to occupy the room, **"Tenant"** means either or both of them, as the context requires) and who is a full-time registered or prospective student of a recognised higher educational establishment;

**"Shared Areas"** means those parts of the Building or a Flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas);

**"Written"** and **"Writing"** include communications by e-mail to the intended recipient's last-known e-mail address. Communications by fax are not valid for the purposes of the Tenant's contract.

## 1.2 Interpretation

1.2.1 In these terms and conditions, unless the context requires otherwise, any reference to:

- (a) a clause is to a clause of these terms and conditions;
  - (b) a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same, and statute or statutory provision of which it is a consolidation, re-enactment or replacement and any subordinate legislation in force under any of the same from time to time;
  - (c) "contract" is a reference to the agreement described in clause 2.1;
  - (d) the masculine, feminine or neutral gender includes the other genders, references to the singular include the plural, and vice versa, and references to persons include organisations;
  - (e) the Building, the Flat or the Accommodation includes any part of that Building or Flat (including the Accommodation) or any part of the Accommodation;
  - (f) MPM includes any person with an interest in the Building on whose behalf MPM has agreed to manage the Building.
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- 1.2.2 The words and expressions defined in these terms and conditions shall have the same meanings where they occur in any Applicable Terms.
- 1.2.3 An obligation on the Tenant not to do an act or thing includes an obligation to not permit that act or thing being done and an obligation to ensure that the Tenants invited visitors do not do that act or thing.
- 1.2.4 Where these terms and conditions give a list of examples the list is given as an illustration and is not an exhaustive list. Words such as “includes” or “including” do not limit the meaning of a clause.
- 1.2.5 All sums in the Offer and in these terms and conditions are shown exclusive of any applicable VAT.
- 1.2.6 A “day” is a calendar day, and includes weekends and bank holidays. A “working day” does not include weekends, bank holidays or customary holidays.
- 1.2.7 If a court judges any part of the Applicable Terms to be void or for any other reason unenforceable then those parts shall be deemed to be deleted and shall not apply to the Tenant’s contract but the remaining parts of the Applicable Terms shall.
- 1.2.8 Any rights or powers reserved to the MPM in these terms and conditions may be exercised by any person with an interest in the Building for whom MPM acts as managing agent.

## 2 **AGREEMENT**

- 2.1 On the date MPM notifies the Tenant that the booking process is complete, a legally binding agreement (also known as a contract) will be formed. The contract will be between (1) MPM and (2) the Tenant. Once the Tenant’s contract has been formed, it may only be terminated as set out in these terms and conditions. For the avoidance of doubt, no contract is formed until MPM notifies the Tenant that the booking process is complete.
- 2.2 The contract will consist of (a) the Offer (b) these terms and conditions.
- 2.3 The documents listed in clause 2.2 will constitute the entire agreement between the parties. If any variation to these documents is agreed, MPM will confirm the variation to the Tenant in writing.
- 2.4 The Tenant and Guarantor where applicable, agree to accept service of documents by email.
- 2.5 When the contract is formed, the MPM agrees to provide the Accommodation to the Tenant for the Period of Stay and MPM agrees to comply with its obligations in these terms and conditions. In return the Tenant agrees to comply with his/her obligations in these terms and conditions throughout the Period of Stay.
- 2.6 The contract is personal to the Tenant. The Tenant is not entitled to transfer their contract to anyone else or allow someone else to live in their Accommodation. (Some bedspaces are in shared rooms and special terms apply: see clause 9).

2.7 The Accommodation includes the following:

- 2.7.1 the right to use the Contents in the Accommodation for their intended purpose;
- 2.7.2 the right (jointly with other residents) to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;
- 2.7.3 heating, lighting, water and power supply to the Shared Areas;
- 2.7.4 insurance of the Building and its Contents (but **not** insurance of the Tenant's personal belongings);
- 2.7.5 reasonable cleaning of the Shared Areas outside Flats (but Tenants are liable to pay for additional cleaning if their mess is unreasonable);
- 2.7.6 subject to the Tenant having paid any applicable Utility Charge, an allowance of £250 towards heating, lighting, water and power to the Accommodation. The Landlord reserves the right to recharge to the Tenant any additional costs incurred above this amount. These costs will be monitored and notification of excess energy consumption will be made as soon as practical. The Landlord further reserves the right to request a bond, payable by the Tenant on demand, as security for such additional cost;
- 2.7.7 rubbish disposal from the designated bin store areas at the Building.

2.8 The Accommodation **does not include** the following:

- (a) council tax;
- (b) payment for use of the laundry;
- (c) licence for television (including internet provider television) used in the Accommodation;
- (d) personal possessions insurance;
- (e) cleaning Shared Areas inside a Flat;
- (f) refuse removal from Flats or any Shared Areas other than the designated bin stores;
- (g) the cost of supplying electricity gas water and/or internet services over and above the £250 allowance.

2.9 If MPM allows a person to take occupation without completing the booking process, that person will occupy on the basis of these terms and conditions. They shall be liable to pay the Accommodation Fees normally applicable to the Accommodation from the time they begin occupation until the end of the advertised Period of Stay.

### 3 TENANT'S OBLIGATIONS

#### 3.1 Financial obligations

- 3.1.1 The Tenant must pay the Accommodation Fees to MPM either:
- (a) in full on or before the date for full payment specified in the Offer; or
  - (b) in the instalments specified in the Offer, on the Payment Dates.
- 3.1.2 If the Tenant pays in full by the full payment deadline specified in the Offer, the Tenant does not need to nominate a Guarantor. If the Tenant chooses to pay by instalments, the Tenant must at the same time provide details of a Guarantor to MPM. If the Tenant has nominated a Guarantor, the Guarantor must complete and sign the guarantee part of the Offer.
- 3.1.3 Accommodation Fees are payable "in advance". This means that if the Tenant's contract ends between one Payment Date and the next, or if the Tenant paid the Accommodation Fees in full before the start of the Period of Stay, refunds of pre-paid Accommodation Fees will only be made if MPM agrees to them.
- 3.1.4 The Tenant shall not reduce any payment of Accommodation Fees by making any deduction from them or by setting any sum off against them for any reason.
- 3.1.5 The Tenant shall not withhold Accommodation Fees that are due for payment, for any reason.
- 3.1.6 Payments must be made by direct bank transfer, credit or debit card or cheque drawn on a UK bank or building society. MPM will not accept cash payments.
- 3.1.7 If any instalment of Accommodation Fees, or other payment which is due under these terms and conditions, is not paid by the due date the Tenant must pay MPM Interest. These sums become payable within 7 (seven) days of MPM asking for them. Our Arrears Policy can be found on our website [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk).
- 3.1.8 If any standing order, direct debit, card payment or cheque is refused the Tenant must pay MPM interest. These sums become payable within 7 (seven) days of MPM asking for them.
- 3.1.9 If the Tenant falls into an unauthorized arrears position, MPM reserves the right to withdraw any Promotion which may have been available at the time of booking the Accommodation, which could result in the full advertised rent at the start of the tenancy period becoming payable, as confirmed by the Landlord.
- 3.1.10 The Tenant must pay MPM the Deposit at the time of making the application for the Accommodation.

- 3.1.11 If at any time during the Period of Stay the Tenant is not eligible for council tax relief, the Tenant must pay all the council tax which is due as a result of the Tenant occupying the Accommodation. The Tenant must produce a valid council tax exemption certificate within 7 days of MPM asking to see it.
- 3.1.12 The Tenant must pay MPM, within 7 days of request:
- (a) the reasonable costs properly incurred by MPM in preparing for and/or taking enforcement action against the Tenant as a result of the Tenant's failure to comply with these terms and conditions, including the late or non-payment of Accommodation Fees and failure to vacate the Accommodation once the Tenant is no longer entitled to occupy it;
  - (b) the reasonable costs incurred by MPM of reinstating the Accommodation and Contents to the condition they were in at the start of the Period of Stay if the Tenant does not care for them as required by these terms and conditions;
  - (c) a fair proportion of the reasonable costs incurred by MPM for reinstating the Shared Areas and their Contents to the condition they were in at the start of the Period of Stay if the occupiers entitled to use them do not care for them as required by these terms and conditions and MPM cannot (after making a reasonable attempt) identify the culprit(s);
  - (d) all costs and expenses incurred by MPM in defending or settling any claim brought by a third party as a result of the Tenant's actions or negligence and any compensation reasonably paid or ordered to be paid to a claimant (this includes any charges made by emergency services as a result of false alarms) and a fair proportion of the costs and expenses incurred by MPM if the claim relates to the Shared Areas or their Contents and MPM cannot (after making a reasonable attempt) identify the culprit(s);
  - (e) compensation and all costs and expenses for damage or losses sustained by MPM as a result of any act or neglect of the Tenant's invited visitors;
  - (f) the cost of supplying electricity gas water and/or internet services over and above the £250.00 allowance;
  - (g) the reasonable costs properly incurred by MPM in connection with any request the Tenant makes for a change to their contract (for example, a change to the identity of the Guarantor, or a change in the method of payment). Details of charges are available from [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) and in most cases will not exceed £50.00 per requested change. Nothing in this clause implies that the Tenant is entitled to demand changes to their contract. MPM has complete discretion whether to agree to a request for a change to the contract, and the onus is on the Tenant to show that there is a good reason why MPM should agree.



## 3.2 Care of the Accommodation and Shared Areas

- 3.2.1 The Tenant must keep the Accommodation and its Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Tenant must return the Accommodation and its Contents to MPM in good clean condition and cleared of all the Tenant's personal belongings and rubbish.
- 3.2.2 Jointly with the other occupiers entitled to use them, the Tenant must keep the Shared Areas and their Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Tenant must remove all their personal belongings and rubbish from the Shared Areas.
- 3.2.3 The Tenant must pay MPM the proper and reasonable costs of cleaning the Accommodation and Contents if the Tenant does not leave them clean at the end of the Period of Stay.
- 3.2.4 The Tenant must pay MPM a fair share of the proper and reasonable costs of cleaning the Shared Areas and Contents if the occupiers do not leave them clean at any time during the Period of Stay.
- 3.2.5 At any time during the Period of Stay, MPM may serve notice on the Tenant if the Accommodation is not being kept in the condition required by these terms and conditions. The notice will give the Tenant 2 days to bring the Accommodation back to the required condition. If the Tenant does not do the work specified in the notice, MPM may arrange for the work to be done, and the Tenant must then pay for the costs of the work. MPM may also serve notice on the Tenant and other occupiers if the Shared Areas assigned to the Accommodation are not being kept in the condition required by these terms and conditions. The Tenant and other occupiers will have to pay for the work specified in the notice if they have not done it themselves within 2 days of the notice.
- 3.2.6 Cleaning charges are payable within 7 (seven) days of MPM's invoice.
- 3.2.7 The Tenant must not alter, decorate, damage or attempt to repair any part of the Building or its Contents, or remove any Contents. The following are examples of what will be treated as alterations or damage:
- (a) erecting wireless or TV aerials or satellite dishes; installing cable TV
  - (b) overloading electrical installations
  - (c) blocking pipes, drains or taps (fat, sanitary products, baby wipes and hair are the worst offenders)
  - (d) allowing showers, baths, sinks or basins to overflow
  - (e) marks or holes where things have been fixed to the walls, floors or ceilings

- (f) burns and scorch marks
  - (g) changing, removing or adding locks to windows or doors
  - (h) cracks or breakages of glass, or removal of any glazing
  - (i) changing or damaging floor coverings
  - (j) removing, replacing or installing curtains, blinds or fixings for them
- 3.2.8 The Tenant must report any damage to the Building or its Contents as soon as practicable after the Tenant becomes aware of it. In an emergency, the Tenant should contact a member of MPM staff immediately. In other cases, the Tenant should make the report using MPM's electronic repair and maintenance service (details to be provided to the Tenant at the start of the Period of Stay). If the Tenant fails to report damage and as a result the damage becomes worse, the Tenant must pay MPM for the additional damage that could have been prevented. **The Tenant should not attempt to carry out any repair.**
- 3.2.9 The Tenant will not have to pay MPM for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. The Tenant will have to pay MPM for damage over and above this level, including accidental damage, unless the insurer pays for it. MPM has discretion whether or not to claim against the insurance, because of the effect this may have on future premiums. MPM will exercise its discretion reasonably. For example, MPM will not ask the Tenant to pay for damage caused by natural flooding, but MPM may ask the Tenant to pay for damage caused by the Tenant's carelessness or deliberate acts.
- 3.2.10 The Tenant should notify MPM within 2 days of taking occupation if there is any discrepancy between the condition of the Accommodation as described on the check-in report and the condition of the Accommodation as they find it. If the Tenant does not notify a discrepancy to MPM at the start of their occupancy, the Tenant may find it difficult to claim later that any damage was already present at check-in.
- 3.2.11 The Tenant must pay MPM a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if MPM is reasonably satisfied that the damage or removal was caused by an occupier of the Building or their invited guest(s) but (after making reasonable investigations) MPM has not been able to identify the culprit.
- 3.2.12 Charges for alterations, redecoration, damage and missing Contents are payable within 7 (seven) days of MPM's invoice.

### 3.3 Restrictions on using the Accommodation

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- 3.3.1 The Tenant may use the Accommodation for residential and study purposes only. The Tenant may not use the Accommodation for business purposes, auctions or public meetings, or for any purpose which is illegal, or which is widely believed to be immoral.
- 3.3.2 The Accommodation is for occupation by the Tenant only. The Tenant must promptly notify MPM if the Tenant is not a registered student at any time during the Period of Stay. The Tenant will reimburse MPM for any costs incurred as a result of the Tenant losing their student status or failing to notify MPM.
- 3.3.3 **Nuisance and Anti-social Behaviour:** The Tenant must not engage in any form of anti-social behaviour, or allow 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, 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 persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or socio-economic status)

The Tenant must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. The Tenant will not neglect to do something if that neglect is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. Examples of things that are commonly regarded as nuisance are:

- (a) noise – whether from loud conversation, musical instruments, electrical devices, banging doors or any other source: if it can be heard outside the room where the noise occurs, it is probably too loud. Noise carries a long way at night and MPM may restrict access to gardens and other Shared Areas if people using them are causing a nuisance to others
- (b) lighting from televisions, computer screens and lamps
- (c) smells – ventilate the kitchen when cooking, wrap and clear away waste food, comply with No Smoking rules, don't use incense or powerful air fresheners
- (d) having frequent or numerous guests (see also clause 3.4)
- (e) causing obstructions in the Shared Areas
- (f) leaving Shared Areas dirty after use
- (g) handing out leaflets, or posting them under doors
- (h) running a business from the Building

- 3.3.4 The Tenant must not place washing to dry on radiators or in direct contact with any other heated surface inside or outside the Accommodation. If drying or airing laundry in the Accommodation, the Tenant must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, the Tenant must pay for the damage (this will normally be a proportion of redecorating costs, and the cost of cleaning or replacing textiles, after allowing for depreciation). The Tenant must not place washing to dry in any of the Shared Areas which is not a room provided by MPM specifically for that purpose. (Not all developments have a drying room).
- 3.3.5 The Tenant must not display any notice or poster (other than a note of a domestic nature, such as "Back in 10 minutes") which is visible from outside the Accommodation, and must not hang or place any item outside the Accommodation.
- 3.3.6 Except for an animal trained to assist with a disability, the Tenant must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Building. The Tenant is advised to notify MPM before accepting their Offer if they intend to bring an assistance animal, because MPM may need to make reasonable adjustments to accommodate it. The Tenant must pay MPM for any damage which an animal causes in the Building if the damage is beyond fair wear and tear. If the Tenant has an assistance animal, the Tenant is responsible for keeping the animal under control and ensuring it does not cause a nuisance to others. If the Tenant is allergic to animals, s/he is also advised to notify MPM as soon as possible after receiving their Offer, so that MPM can try to avoid allocating the Tenant a bedspace which is close to an animal.
- 3.3.7 The Tenant must not keep any vehicle in their room unless it is a wheeled chair. For the purposes of these terms and conditions, "vehicle" includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares. "Vehicle" excludes skateboards, roller skates (which may be kept but not used in the Building), and small cycling tools or apparatus such as inner tubes, tyre levers and brake pads.
- 3.3.8 Where parking or other vehicle restrictions apply at the Building (this will be made clear in the advertising for the Building) the Tenant must not park or allow any visitor to park or leave any vehicle at the Building without the valid applicable permit. Where a permit system operates, the Tenant (and visitors) must comply with any conditions applicable to the permit. These will be made known when the permit is issued. The issuing of permits is subject to availability and at MPM's discretion (with preference being given to those with mobility impairment). Charges may apply at some developments, and these will be made clear in the advertising for the Building.
- 3.3.9 The Tenant must not use a television set (or view television in the Accommodation by any other means requiring a television licence) without the applicable licence.

## 3.4 Visitors

- 3.4.1 Joint tenants may not have overnight visitors (see clause 10.5).

- 3.4.2 In rooms that are not let on a joint tenancy (ie single rooms and twin rooms), the restrictions in clauses 3.4.3 to 3.4.7 apply.
- 3.4.3 The Tenant may have visitors at reasonable times, with reasonable frequency, provided that visitors do not cause a nuisance or annoyance to other residents in the Building. The Tenant may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that does not cause a nuisance or annoyance to other residents in the Building. The Tenant must not host any party in the Shared Areas.
- 3.4.4 The Tenant is responsible for all visitors they invite into the Building and if MPM or anyone else suffers loss, damage or injury as a result of the visitor's actions or negligence, the Tenant must indemnify (pay compensation to) the person or persons affected, and may also be liable to pay their legal fees and expenses.
- 3.4.5 The Tenant must co-operate if a member of MPM staff requests a visitor to leave the Building.
- 3.4.6 The Tenant must not allow anyone else to live in the Accommodation or in any of the Shared Areas.
- 3.4.7 Additional restrictions on visitors apply to occupiers of twin rooms: see clause 9.1.10.

### 3.5 Health and Safety

- 3.5.1 The Tenant must have proper regard for their own safety and the safety and welfare of other people whilst at the Building, and take reasonable precautions to avoid the risk of injury.
- 3.5.2 The Tenant must not use or keep any item at the Accommodation which is likely to present a risk to themselves or others in the Building. Examples of such items are:
- (a) firearms (even if licensed), BB guns, air pistols, air rifles or any other item which is a weapon, replica weapon or which MPM reasonably believes the Tenant intends to use as a weapon
  - (b) combustible, flammable, inflammable, or explosive materials except in very small quantities normally used in homes, such as paper, hair-spray, paper, aerosols. **Cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, paraffin heaters or any other heating equipment, lamps or other lighting equipment and deep fat fryers must not be kept or used in the Building (this excludes lighting and heating equipment provided by MPM).**
  - (c) drugs or any other thing which it is illegal to use or possess
- 3.5.3 The Tenant must not in any way interfere with or mis-use any item in the Building for the prevention or detection of fire or fire-fighting. Examples of interference or mis-use include:

- (a) covering smoke alarms
- (b) smoking in No-Smoking areas
- (c) setting off alarms without good reason
- (d) propping fire doors open
- (e) removing or defacing fire exit signs
- (f) obstructing or misusing escape routes
- (g) removing or mis-using fire extinguishers or other fire-fighting equipment

For the safety of residents, fire and smoke detection equipment in the Building is extremely sensitive. It may be activated by spraying perfume, air freshener or other aerosols, steam from showers or kettles, burning toast or other food. MPM will caution the Tenant if the Tenant accidentally activates fire or smoke detection equipment for the first time. If the Tenant accidentally activates the equipment a second or subsequent time, MPM may charge the Tenant for the proper and reasonable costs of re-setting the equipment and logging the incident. The Tenant must pay MPM those costs within 7 days of MPM asking for them. MPM will charge the Tenant for deliberately activating equipment without good reason, even if it is the first time.

The Tenant must attend a fire drill arranged by MPM. Details of when this will be held will be made available when, or soon after, the Tenant takes occupation.

- 3.5.4 The Tenant must not smoke in or on any part of the Building unless they are in a designated smoking area.
- 3.5.5 The Tenant must treat MPM staff, and others in and around the Building with respect and must not use threatening, abusive or violent language or behaviour towards others or bully or harass them.
- 3.5.6 If the Tenant wishes to use their own electrical appliance in the Building, the appliance must first pass a portable appliance test and the Tenant must show evidence to MPM that the appliance passed the test within 6 months of the start of the Period of Stay.
- 3.5.7 The Building's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. The Tenant must not act or be careless in a way which increases the likelihood of an Insured Risk occurring. Failure to comply with these terms and conditions, particularly those relating to health, safety and security, is likely to increase the likelihood of an Insured Risk occurring. If the Tenant's actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, the Tenant must pay MPM for that loss or damage. If the Tenant's actions or carelessness cause the insurer to increase the insurance premium, the Tenant must pay MPM the amount of the increase. The Tenant must pay these sums within 7 days of MPM asking for it.

- 3.5.8 The Tenant must immediately comply with the requests and directions of MPM staff where these relate to health and safety or security and must promptly leave the Building if the fire or smoke alarm sounds.
- 3.5.9 The Tenant must notify MPM promptly if the Tenant becomes aware of any hazard (for example trip hazards, broken glass, vermin, or electrical faults) in the Building, or of any fire or other incident resulting in or likely to result in injury or damage.
- 3.5.10 In some buildings, the windows have safety mechanisms to prevent them from opening to the extent where there is a risk of someone falling out. The Tenant must not override or adjust any such safety mechanisms or any other window fittings.
- 3.5.11 To reduce the risk and impact of fire, the Tenant must obtain written consent in advance from MPM before bringing any of the following items into the Building. MPM may refuse to give consent if (in its reasonable opinion) the item is a potential hazard:
- (a) upholstered furniture;
  - (b) beds, upholstered headboards, mattresses;
  - (c) sofa-beds, futons, other convertible seating-sleeping items;
  - (d) scatter cushions, seat pads;
  - (e) loose or stretch covers for furniture;
  - (f) electrical appliances (see clause 3.5.6 for test requirements);
- 3.5.12 MPM's consent is not required for
- (a) pillows, duvets, blankets or sleeping bags;
  - (b) sheets, pillowcases, valances, loose mattress covers;
- 3.5.13 The Tenant must comply with all notices and guidance relating to health and safety which may be posted in the Building or circulated by MPM from time to time.
- 3.5.14 The Tenant is required to provide MPM with contact details of an adult relative or other suitable person (Nominated Person). The Tenant agrees that MPM may contact and inform the Nominated Person in case of emergency or if in the reasonable opinion of MPM there is cause for concern for the health, safety or welfare of the Tenant. MPM is not liable for any damage, loss, illness or injury which the Tenant suffers as a result of MPM being unable to contact the Nominated Person or if the Tenant has not provided accurate contact details for the Nominated Person.
- 3.5.15 MPM staff may remove any item from the Building which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item
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is illegal, MPM 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, MPM will dispose of it in the way MPM 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, MPM will give the Tenant a receipt for the item and will store it until the end of the Period of Stay. The Tenant will be liable for reasonable storage costs and must pay these within 7 days of MPM's invoice. If the Tenant has not collected the confiscated item within 7 days after the end of the Period of Stay, MPM may dispose of the item in accordance with clause 3.8.5.

### 3.6 Security

- 3.6.1 During the period of stay the Tenant must not leave the Accommodation unoccupied for more than two weeks without first notifying MPM.
- 3.6.2 The Tenant must close (and if the window has a locking function, must lock) the window(s) of the Accommodation before leaving the Accommodation and must not leave the door of the Accommodation propped or wedged open at any time.
- 3.6.3 The Tenant must close (and if the window has a locking function, must lock) the window(s) of any Shared Areas if they are the last person to leave that area.
- 3.6.4 The Tenant must ensure that the external door is locked after they enter or leave the Building.
- 3.6.5 The Tenant should not allow any person into the Building unless they know who they are or the visitor shows satisfactory identification. For their own safety and that of other residents, the Tenant should use reasonable efforts to make sure that an intruder or potential intruder does not follow them into the Building. The Tenant is under no obligation to endanger their personal safety. If they are afraid to challenge a potential intruder, or if they are followed into the Building by someone whom they do not know to be a resident, they should follow the procedure issued by MPM at check-in.
- 3.6.6 If the Tenant leaves their personal belongings in the Shared Areas, they do so at their own risk.
- 3.6.7 The Tenant must not advertise any event at the Building on any social networking site or in any other way attract casual callers to the Building.
- 3.6.8 The Tenant must notify MPM promptly if the Tenant becomes aware of any threat to security in the Building, such as a suspicious person or package, or if a door or window will not lock.
- 3.6.9 The Tenant must comply with all notices and guidance relating to security which may be posted in the Building or circulated by MPM from time to time.



- 3.6.10 The Tenant must not mark or label any keys or access devices with the address of the Building or the Accommodation. The Tenant may label keys or access devices with their telephone number as long as the label is removable without marking or damaging the key/access device. If the Tenant loses a key or access device or it is stolen, the Tenant must report the loss or theft to MPM immediately.
- 3.6.11 A Default Fee of £25 is payable for providing a replacement for lost or stolen keys. Payment is due on request. If a Tenant loses his keys or access devices or they are stolen and the Tenant instructs the call out services of a key holder or locksmith out of hours, the Tenant will incur a call-out charge of £60. MPML only charge reasonable costs for replacement keys and out of hours access and any change to the costs stated here will be displayed within the Building.

### 3.7 Privacy and access

- 3.7.1 The Tenant must respect the privacy and possessions of other occupiers in the Building.
- 3.7.2 The Tenant must give MPM access to the Accommodation for the following purposes:
- (a) showing the Accommodation to prospective occupiers;
  - (b) inspecting the Accommodation to ensure the Tenant is complying with their obligations in these terms and conditions or for any other reasonable purpose;
  - (c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Building;
  - (d) remedying any breach of the Tenant's obligations in these terms and conditions if the Tenant has failed (after being given reasonable notice) to remedy the breach;
  - (e) to abate a nuisance;
  - (f) to deal with an emergency;
  - (g) if the Tenant has not responded to MPM's requests to make contact;
  - (h) for any other reasonable purpose connected with the management of the Building.
- 3.7.3 MPM will normally give the Tenant 7 days' notice of wishing to have access to the Accommodation for planned maintenance and 24 hours' notice for viewings and routine inspections. Notice may be posted in the Shared Areas; the Tenant may not receive personal notification. MPM will be entitled to enter the Accommodation without notice to carry out repairs requested by the Tenant, to rectify a breach of the Tenant's obligations, to abate a nuisance, to deal with an emergency or if MPM has serious concerns about the Tenant's welfare.

- 3.7.4 If the Offer is for an Occupancy Agreement, the Tenant will have exclusive possession of the Accommodation, but must still give MPM access for the purposes set out in clause 3.7.2.
- 3.7.5 If the Offer is for a licence, the Tenant will not have exclusive possession of the Accommodation. The Tenant must give MPM access for the purposes set out in clause 3.7.2 and at any other time when MPM reasonably requires access. The Tenant must also allow any other person whose Accommodation is in the same room to enter and leave the room at any time.
- 3.7.6 MPM does not need to give notice if it requires access to Shared Areas, even if these are within a Flat in the case of emergency.

### 3.8 **At the end of the Period of Stay**

- 3.8.1 The Tenant must leave the Accommodation and Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Accommodation and Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it. If there are any Contents in the Accommodation which are designated for use in the Shared Areas, MPM may charge the Tenant for returning those items to the Shared Areas.
- 3.8.2 The Tenant (jointly with other occupiers) must leave the Shared Areas and their Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Shared Areas and their Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it. If there are any Contents in the Shared Areas which are designated for use in the Accommodation, MPM may charge the Tenant for returning those items to the Accommodation.
- 3.8.3 The Tenant must either:
- (a) attend a check-out inspection with a member of MPM staff (at a time to be agreed) and sign a copy of the inspection report; or
  - (b) opt for a fast-track check-out and sign a check-out waiver (this means that the Tenant will not have the opportunity to discuss any faults identified at the check-out inspection and the inspection report will be taken as a true and accurate record of the condition of the Accommodation and Contents at check-out).
- 3.8.4 The Tenant must return to MPM all keys and access devices to the Accommodation and the Building on or before the last day of the Period of Stay. If the Tenant does not return the keys and access devices, MPM will make a reasonable attempt to contact the Tenant and give them 3 (three) days to return the keys. If the keys and/or access devices have still not been returned at the end of the 3 day period, MPM will change the locks and/or

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deactivate the access devices and the Tenant must pay MPM for the replacement costs within 7 days of MPM asking for them (the Deposit may be used for this purpose).

3.8.5 The Tenant must remove all their belongings and rubbish from the Accommodation. MPM is not liable for any loss or damage to property which the Tenant leaves behind. If the Tenant leaves any item which appears to MPM staff to be of value (around £50 or over), MPM will make reasonable attempts to contact the Tenant to give the Tenant the opportunity to collect it. If MPM is unable to contact the Tenant, or if the Tenant does not collect the item within 2 weeks of the end of the Period of Stay, MPM may dispose of the item as it thinks fit. If MPM sells the item, it may deduct the cost of sale and storage from the proceeds. In other cases, MPM shall be entitled to claim from the Deposit the costs reasonably incurred in disposing of the item.

3.8.6 If the Tenant asks MPM to forward the item to the Tenant, MPM may insist on the Tenant paying postage, packaging, insurance or any other reasonable costs incurred. (The Tenant may agree to these charges being deducted from the Deposit as an alternative to sending the money to MPM.)

### 3.9 **Official notices**

If the Tenant receives an official notice about the Accommodation or the Building, the Tenant must promptly forward it, or provide a copy of it, to MPM. Examples of official notices include letters or bills regarding council tax, TV licences or utility supplies.

### 3.10 **Complying with the law**

The Tenant will comply with all relevant legislation and other legal requirements relating to the Tenant's use and occupation of the Building.

## 4 **MPM'S OBLIGATIONS**

### 4.1 **Role of MPM as managing agent**

MPM may own the Building, or it may have been appointed by the owner of the Building to act as managing agent. In either case, MPM will be the Tenant's point of contact for all matters relating to the Accommodation. MPM is deemed to have carried out its obligations in these terms and conditions if those obligations have been carried out by someone else on MPM's behalf. If MPM is acting as a managing agent, it will have the same rights and powers as the owner of the Building for the purposes of these terms and conditions.

### 4.2 **Care of the Building**

4.2.1 At the start of the Period of Stay, MPM will ensure that the Building and its Contents are in clean and sound condition. If the Tenant reports any significant discrepancy between the condition described on the check-in report and the condition of the Accommodation as it actually is, MPM will carry out appropriate maintenance, repair or replacement within a reasonable time of the Tenant reporting the defect. The Tenant will be able to view details

of anticipated response times on MPM's electronic repair and maintenance service (details to be provided at the start of the Period of Stay).

- 4.2.2 MPM will keep the Building and its Contents in good repair and proper working order.
- 4.2.3 MPM shall be entitled to charge the Tenant for repairs or replacements if they are reasonably necessary because of the Tenant's acts or neglect. MPM will not charge the Tenant for damage caused by fair wear and tear, or damage which the insurer pays for.
- 4.2.4 MPM shall be entitled to charge the Tenant a proportion of the cost of repairs or replacements in the Shared Areas if they are reasonably necessary because of the actions or neglect of the occupiers and (after making reasonable investigations) MPM cannot identify the culprit.
- 4.2.5 As long as there is no risk to health and safety or security, MPM may delay carrying out a repair or replacement until the Tenant or the occupiers pay for the loss or damage caused by their actions or neglect. If MPM does not delay and pays out of its own resources, that shall not prevent MPM from claiming the cost of repair or replacement from the Tenant after the event.
- 4.2.6 MPM 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.
- 4.2.7 MPM shall not be liable to carry out any repair or replacement until MPM becomes aware that the repair or replacement was needed.

#### 4.3 **Council Tax**

- 4.3.1 If MPM receives money from the Tenant to meet any applicable council tax liability, MPM will pay the whole of that money to the local authority.

#### 4.4 **Insurance**

- 4.4.1 MPM will keep the Building insured against such risks as it considers reasonably necessary. This does not include insurance of the Tenant's personal belongings.
- 4.4.2 MPM will provide the Tenant with a copy of the current insurance policy on request.
- 4.4.3 If damage by an Insured Risk occurs, MPM will spend the money paid by the insurer on repairing or rebuilding the Building, but only if:
  - (a) MPM is able to obtain all necessary permissions;
  - (b) repair or rebuilding is economically feasible and reasonably practicable.

- 4.4.4 If the Accommodation becomes uninhabitable because of an Insured Risk then, as long as the Tenant has not invalidated or substantially reduced the insurance cover by their own action or neglect:
- (a) (i) MPM will use reasonable endeavours to provide the Tenant with comparable substitute accommodation until the end of the Period of Stay or, if earlier, until the Accommodation is fit for habitation; and
  - (ii) MPM will pay the Tenant such relocation expenses as are reasonable in the circumstances; or
  - (b) MPM will release the Tenant from their accommodation contract without charge, but without being liable to pay the Tenant compensation other than reasonable relocation expenses, if MPM is unable to provide comparable substitute accommodation.

Substitute accommodation will be comparable, and the Tenant must accept it, if it is similar in size, amenity and location to the Accommodation. If MPM provides substitute accommodation, these terms and conditions shall apply whilst the Tenant is in occupation of it.

## 5 HOW THE CONTRACT MAY COME TO AN END

### 5.1 When the Period of Stay expires:

- 5.1.1 If the Offer is for a licence, the licence will automatically come to an end when the Period of Stay expires.
- 5.1.2 If the Offer is for an Occupancy Agreement, the tenancy will end when the Period of Stay expires.
- 5.1.3 MPM will serve Notice to Quit on tenants under the Rent (Scotland) Act 1984 confirming that MPM requires possession of the Accommodation on the day after the last day of the Period of Stay. **MPM will be entitled to possession of the Accommodation on the day after the end of the Period of Stay** as long as MPM has served a valid notice on the Tenant under the Rent (Scotland) Act 1984 and the Housing (Scotland) Act 1988.

For both Acts, see [www.legislation.gov.uk](http://www.legislation.gov.uk) or take advice from an appropriate source

- 5.1.4 It is likely that MPM will have agreed to let the Accommodation to someone else after the end of the Period of Stay. **If the Tenant does not leave the Accommodation by the last day of the Period of Stay, and as a result MPM has to house the new tenant somewhere else, MPM will claim the costs of the substituted accommodation from the Tenant.** MPM will also claim its legal costs from the Tenant and any other costs reasonably incurred in recovering possession of the Accommodation. The Tenant will be liable to pay MPM for the Tenant's use of the Accommodation for any period after the end of the Period of Stay.

5.1.5 If the Offer is for an Occupancy Agreement and the Tenant continues living in the Accommodation after the Period of Stay has come to an end, a new tenancy will arise, which either the Tenant or MPM will need to end in one of the ways allowed by the Housing Act 1988. The appropriate written notice must be given to end the new tenancy. The Tenant will be liable to pay additional Accommodation Fees if they stay in occupation after the Period of Stay expires. **The Tenant could be liable to pay one or more full additional instalments of Accommodation Fees, even for a short overstay**, if the Tenant stays in occupation after the Period of Stay, then fails to give the correct period of notice or does not give notice in writing.

## 5.2 Termination by the Tenant before the Period of Stay expires

5.2.1 MPM agreed to allow the Tenant to occupy the Accommodation on the basis that the Tenant agreed to take the Accommodation for the full Period of Stay. Once the Tenant has accepted the Offer, the Tenant may only end their contract with MPM in accordance with these terms and conditions.

5.2.2 The Tenant has a 'cooling-off' period. The Tenant may cancel their contract by giving MPM written notice (which must be sent by email to [info@mansionstudent.co.uk](mailto:info@mansionstudent.co.uk)) that the Tenant wishes to cancel. Notice must reach MPM (i) by the end of the 3<sup>rd</sup> working day after the day MPM confirms to the Tenant that their accommodation booking process has concluded or (ii) before the first day of the Period of Stay, whichever is the sooner. For example, if MPM notified the Tenant on Tuesday, 10<sup>th</sup> May that the booking process had concluded, the Tenant would normally have until the end of Friday 13<sup>th</sup> May for their cancellation notice to reach MPM. However, if the Tenant were to move into the Accommodation on Thursday 12<sup>th</sup> May, the cooling off period would end on Wednesday 11<sup>th</sup> May. When MPM starts to provide the Tenant with services the cooling-off period will end, even if the Tenant completed the booking process only one or two days beforehand.

5.2.3 If the Tenant validly cancels during the cooling-off period, MPM will reimburse the Deposit and any pre-paid Accommodation Fees within 28 days of receiving the Tenant's notice of cancellation.

5.2.4 If the Tenant validly cancels under clause 5.2.2, MPM will refund to the Tenant any pre-paid Accommodation Fees, and the Deposit (or the balance of the Deposit if the Tenant agreed to the £75 Termination of Tenancy Payment being deducted from the Deposit).

5.2.5 If the Tenant does not validly cancel their contract under clause 5.2.2, the Tenant must pay the Accommodation Fees in full for the Period of Stay unless and until all of the following conditions are met:

- (a) a replacement occupier, reasonably acceptable to MPM, agrees to take the Accommodation for the remainder of the Period of Stay (MPM will use reasonable endeavours to help the Tenant find a replacement, but cannot guarantee that a replacement will be available);

- (b) the Tenant pays a £75 Termination of Tenancy Payment to MPM (or agrees in writing that MPM may deduct the cancellation fee may from the Deposit) as a contribution to the cost of administering the change of occupancy;
- (c) the Tenant has paid all sums due under their contract for the Accommodation or agreed in writing that these may be taken from the Deposit;

The replacement occupier must not already be in MPM Accommodation. If the Tenant introduces the replacement occupier, that replacement shall be allocated to the Accommodation. If the Tenant does not introduce a replacement occupier, MPM 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 Accommodation and releasing the Tenant from his/her contract.

5.2.6 If the Tenant's contract is validly terminated under clause 5.2.5:

- (a) MPM will refund to the Tenant a fair and reasonable proportion of any Accommodation Fees which the Tenant has already paid, calculated according to the period during which the Accommodation is let to someone else. The Tenant is liable to pay Accommodation Fees up to the date the Accommodation is re-let to the replacement occupier, even if that is some time after the date the Tenant moves out of the Accommodation. (If the Accommodation is not re-let before the end of the Period of Stay, MPM will not refund any pre-paid Accommodation Fees);
- (b) the Deposit (or any undisputed balance of the Deposit) will be allocated according to the rules of the chosen deposit protection scheme

5.2.7 MPM may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacements for the purposes of releasing a Tenant who wants to end their contract early. Refunds of Accommodation Fees will only be given if and when the void in the Building caused by the Tenant's early departure has been filled and there is no loss to MPM:

5.2.8 MPM's acceptance of the keys at any time shall not in itself be effective to terminate the Tenant's agreement while any part of the Period of Stay remains unexpired.

### 5.3 Termination by MPM before the Period of Stay expires

5.3.1 Where the Offer is for a licence, MPM may terminate the licence at any time by serving notice on the Tenant if:

- (a) any instalment of Accommodation Fees has not been paid within 7 days of the due date for payment; or
- (b) any other payment the Tenant should pay under these terms and conditions has not been paid within 14 days of the due date for payment; or

- (c) the Tenant is in serious or persistent breach of any of the Tenant's obligations; or
- (d) the Tenant does not have status as a full-time registered student; or
- (e) in MPM's reasonable opinion the health or behaviour of the Tenant constitutes a serious risk to him/herself or others or to another person's property or makes them unfit to live in the Building.

5.3.2 Where the Offer is for an Occupancy Agreement, MPM reserves the right to re-enter the Accommodation if:

- (a) The Accommodation fee is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant has breached the contract; or
- (c) any of the Grounds 7a, 7b, 8, 10, 11, 12, 13, 14, 14ZA, 15 or 17 as set out in Schedule 2 of the Housing Act 1988 (as amended) apply. These grounds include but are not limited to non-payment of the Accommodation Fee, damaging the Accommodation or its contents, causing nuisance and failing to comply with any of these terms and conditions. This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. MPM cannot evict the Tenant without a court having first made an order for possession.

5.3.3 MPM may terminate the contract with the Tenant if the Accommodation becomes unfit for habitation for reasons beyond MPM's control and, despite reasonable endeavours, MPM is unable to provide the Tenant with suitable alternative accommodation (see also clause 4.4.4).

5.3.4 If the contract is terminated early MPM will refund a fair proportion of pre-paid Accommodation Fees and any undisputed part of the Deposit due to the Tenant as soon as possible after the termination becomes effective, PROVIDED THAT MPM will only give a refund for the period during which the void in the Building caused by the Tenant's early departure has been filled and there is no loss to the MPM.

5.3.5 The conditions which apply to the Tenant being released early from this agreement, as set out in clause 5.3.5, and the "No Refunds" policy in clause 5.3.4 shall not apply if the Tenant is able to show that the reason for termination is a serious or persistent breach of MPM's obligations in these terms and conditions.

## 5.4 Relocations and transfers

5.4.1 The Tenant may request a transfer, but transfers are subject to there being places available. MPM is not under any obligation to allow the transfer.



- 5.4.2 MPM reserves the right to relocate the Tenant to comparable alternative accommodation during the Period of Stay where it is reasonable to do so. (For example, it will be reasonable to relocate the Tenant if their Flat is under-occupied or badly damaged).
- 5.4.3 If MPM relocates the Tenant because the Tenant is in breach of one or more of their obligations in these terms and conditions, or where the relocation is made at the Tenant's request, the Tenant shall pay MPM a £50 variation of tenancy payment, plus any reasonable costs incurred.
- 5.4.4 If the Tenant is relocated during the Period of Stay, the Offer and its Applicable Terms will apply to the substituted accommodation.

## 6 THE DEPOSIT

- 6.1.1 If the Offer is for an Occupancy Agreement, MPM will protect the Deposit in an approved tenancy deposit protection scheme in accordance with the Housing Act 1988. MPM [has provided **OR** shall provide within 30 days of the Deposit being received] the information required under The Tenancy Deposit Schemes (Scotland) Regulations 2011 for the purposes of sections 120 to 122 of the Housing (Scotland) Act 2006. MPM shall inform the Tenant within ten Working Days of the Contract ending if MPM intends to withhold all or part of the Deposit as detailed in Clause 6. MPM shall inform the Scheme Administrator within ten Working Days of the Contract ending that the Deposit is to be repaid in the sums agreed between MPM and Tenant.
- 6.1.2 If the Offer is for a licence, there is no legal requirement to protect the Deposit in an approved tenancy deposit protection scheme. MPM may nonetheless protect the Deposit relating to a licence, for operational reasons.
- 6.1.3 The name, address and contact details of the Scheme Administrator of the authorised tenancy deposit protection scheme that will be used by MPM is:
- MyDeposits Scotland  
Premier House  
1<sup>st</sup> Floor  
Elstree Way  
Borehamwood  
Telephone No. 0333 321 9401
- Online enquiry forms are available through the virtual customer service section or the frequently asked questions section of the Scheme Administrator's website:  
[www.mydepositscotland.co.uk](http://www.mydepositscotland.co.uk)
- 6.1.4 Information for tenants published by MyDeposits Scotland can be viewed on [www.mydepositscotland.co.uk](http://www.mydepositscotland.co.uk).
- 6.1.5 The procedures that apply:

- (a) to the release of the Deposit at the end of the Tenant's tenancy or licence;
- (b) where either MPM or the Tenant is not contactable at the end of the tenancy or licence;
- (c) where MPM or the Tenant dispute the amount to be repaid to the Tenant or retained by MPM; and
- (d) for enabling a dispute about the Deposit to be resolved through the Scheme Administrator without having to go to court

are set out in the Scheme Administrator's terms and conditions, which are available to download from

<https://www.mydepositscotland.co.uk/content-hub/mydeposits-scotland-terms-conditions-3rd-edition/>

- 6.1.6 The amount of Deposit paid and the address of the property to which the Deposit relates are set out in the Offer.
- 6.1.7 If MPM has been appointed as the managing agent and the Tenant wishes to contact the owner of the Building, they must make contact through MPM in the first instance. MPM's full contact details are given in the Offer.
- 6.1.8 The Tenant's name, address and contact details are set out in the Offer.
- 6.1.9 The Tenant is responsible for notifying the Scheme Administrator of any change in their contact details, including their new address at the end of the Period of Stay.
- 6.1.10 If the Guarantor or anybody else arranged with the Tenant to pay the Deposit on the Tenant's behalf, the Tenant must notify MPM before paying the Deposit. The Tenant agrees to MPM disclosing relevant information about the Deposit to the person who paid the Deposit.
- 6.1.11 By issuing the Offer to the Tenant, MPM certifies that –
  - (a) the information provided about the Deposit is accurate to the best of their knowledge and belief; and
  - (b) they have given the Tenant, and any person who paid the Deposit on the Tenant's behalf, the opportunity to sign (electronically or manually) by way of confirmation that the information provided about the Deposit is accurate to the best of the Tenant's (and, where applicable, the payer's) knowledge and belief.
- 6.1.12 The Deposit may be used by MPM:

- (a) to pay or contribute to any sum due under these terms and conditions, including Accommodation Fees and other sums that MPM is entitled to ask for under these terms and conditions.
- (b) to compensate MPM for any breach by the Tenant (or failure to ensure their invited visitor complies with) the obligations set out in clauses 2, 3, 5, 6, 8, 9 and 10 of these terms and conditions.

## **7 STATUTORY INFORMATION**

All legislation referred to in these terms and conditions is available to view on [www.legislation.gov.uk](http://www.legislation.gov.uk). Parts of clauses 7.1, 7.2 and 7.4 have been reproduced from the relevant legislation. These extracts are © Crown Copyright and are reproduced under the terms of the Open Government Licence.

### **7.1 Landlord and Tenant Act 1987**

If the Offer is for an Occupancy Agreement, the landlord's address for service of notices, including the service of legal proceedings, is c/o Mansion Property Management Limited, 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3SB.

### **7.2 Housing Act 1988**

In accordance with Ground 2 of Schedule 2 of the Housing Act 1988, MPM hereby gives the Tenant notice that:

- 7.2.1 The Building is subject to a mortgage or charge granted before the Tenant entered into his/her contract with MPM; and
- 7.2.2 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 Tenant's contract may be terminated before the end of the Period of Stay if the mortgagee requires possession of the Accommodation or the Building for the purpose of disposing of it with vacant possession in exercise of their power of sale.

### **7.3 Contracts (Rights of Third Parties) Act 1999**

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

### **7.4 Consumer Protection (Distance Selling) Regulations 2000 (as amended)**

- 7.4.1 The following information is given in the Offer and/or in these standard terms and conditions:
  - (a) name and address of the supplier of the Accommodation;

- (b) the address of the Accommodation and the services which will be supplied to the Tenant
- (c) how long the contract will last for
- (d) the price of the Accommodation and what is included in that price
- (e) the arrangements for payment and the dates when payment must be made.

7.4.2 The Tenant's rights to cancel are set out in these terms and conditions.

7.4.3 There is no extra charge for booking the Accommodation on-line or by any other means of distance communication.

7.4.4 The offer of accommodation and the price remain valid until the deadline for acceptance stipulated in the Offer. After that date MPM may withdraw the Offer without warning.

7.4.5 The minimum duration of the contract is for the Period of Stay, unless the contract is brought to an end early in accordance with these terms and conditions.

7.4.6 MPM will try to locate the Tenant in the Building named in the Offer. However, the MPM does not guarantee that the Accommodation will be available in all cases. If the Accommodation in the Building is not available, MPM will offer the Tenant alternative accommodation of equivalent or better quality at the same price, or release the Tenant from their contract without any financial detriment to the Tenant.

## 7.5 **Provision of Services Regulations 2009**

7.5.1 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 MPM are given in the Offer and in clause 1.1.
- (b) The contact details for making complaints to MPM and for information requests are given in clause 1.1.
- (c) MPM's VAT registration number is 9272990.
- (d) The law which applies to the contract between (1) MPM and (2) the Tenant is the law of Scotland and the parties submit to the jurisdiction of the courts of Scotland on all matters relating to the contract.

7.5.2 The Building is in the ANUK/Unipol Code of Standards for Larger Developments, an approved Code of Practice under the Housing Act 2004. Information about the code can be viewed at [www.anuk.org.uk](http://www.anuk.org.uk).

7.5.3 Any dispute about the Deposit may be referred to the Scheme Administrator for dispute resolution. Further details are given at clause 6.

## 8 MISCELLANEOUS

### 8.1 Repair and maintenance service

If the Building does not have an electronic repairs and maintenance reporting service, MPM will inform the Tenant at the start of the Period of Stay about how to report repairs and how to request information about repairs.

### 8.2 Internet

MPM and the Tenant agree that use of any internet service supplied to the Accommodation is subject to MPM's Internet Usage Policy [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) (which may be amended from time to time). If the Tenant does not comply with that policy, or if any payment due under the Tenant's contract for the Accommodation is 14 or more days overdue, MPM may suspend or terminate the internet service without liability to the Tenant.

### 8.3 Notices

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

8.3.2 Notices sent by MPM will be deemed to have been properly served on the Tenant if:

- (a) sent by first class post to the Accommodation or the Tenant's last-known address, or left at the Accommodation; or
- (b) sent by email to the Tenant's last-known e-mail address.

8.3.3 Notices sent by the Tenant will be deemed to have been properly served on MPM if:

- (a) sent by first class post to MPM's address (either the address in section 1 of these terms and conditions, and in the Offer or such other address as MPM may subsequently have notified to the Tenant); or
- (b) sent by email to MPM's e-mail address (either the address in section 1 of these terms and conditions, and in the Offer or such other email address as MPM may subsequently have notified to the Tenant).

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

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

- 8.3.6 Any notice given in connection with the Tenant's contract must be in the English language. All other documents provided in connection with this agreement must be in the English language, or accompanied by a certified English translation. If these terms and conditions or any document relating to them is translated into any other language, the English language text shall prevail.
- 8.3.7 Notices may be served according to the provisions section 196 of the Law of Property Act 1925.

#### 8.4 **Data Protection**

- 8.4.1 MPM agrees to meet its responsibilities under the Data Protection Act 1998.
- 8.4.2 The Tenant agrees that MPM 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, MyDeposits Scotland, the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies, or any person who needs a reference. MPM 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.
- 8.4.3 MPM will allow the Tenant to see the personal information it holds about the Tenant on request. MPM will correct any information about the Tenant that is wrong. If MPM and the Tenant disagree about whether any of the Tenant's information is wrong, MPM will keep a record of the Tenant's objection.

#### 8.5 **Limitation of liability**

- 8.5.1 In these terms and conditions, MPM excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:
- (a) if MPM cannot get in touch with a Tenant's nominated emergency contact – see clause 3.5.14
  - (b) confiscation of items - see clause 3.5.15
  - (c) lost property- see clause 3.8.5
  - (d) interruption to services- see clause 4.2.6
  - (e) repairs- see clause 4.2.7
  - (f) if the Accommodation is badly damaged or destroyed- see clause 4.4.4(b)
  - (g) internet suspension- see clause 8.2

(h) disruption caused by works – see clause 8.8

8.5.2 MPM 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.

8.5.3 With the exception of claims for death or personal injury, MPM's total liability under the Tenant's contract is limited to the Accommodation Fees.

## 8.6 Complaints

MPM's complaints handling process can be viewed at

<https://www.mansionstudent.co.uk/useful-info/>

## 8.7 Advertising

8.7.1 Any advertisements of the Building, or show flats at the Building are indicative of the type of accommodation at the Building. Whilst these representations are made in good faith, MPM does not guarantee that the Accommodation allocated to the Tenant will be exactly the same as that shown. There is likely to be some minor variation from Flat to Flat in size, colour schemes, furnishings and Contents.

8.7.2 A list of the Contents typically provided with the Accommodation is given on the website [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk). Items which appear in advertising or show flats but which are not on that list should be regarded as being for display purposes only, and they will not be provided with the Accommodation.

## 8.8 Disruption caused by works

MPM may carry out works on any property they own or manage near or next to the Accommodation. MPM will, where possible, give the Tenant reasonable advance notice of any such works. Whilst MPM 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. MPM 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.

## 8.9 If MPM does not enforce the Tenant's contract immediately

If MPM 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. MPM 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.

## 8.10 Governing law and jurisdiction

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- 8.10.1 The Tenant's contract will be governed by the laws of Scotland and the Scottish courts shall have exclusive jurisdiction as regards any litigation relating to the contract.
- 8.10.2 The Tenant and MPM may, if they agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.
- 8.10.3 Disputes relating to the Deposit may be referred to the deposit protection scheme for adjudication, in accordance with the scheme's rules.
- 8.10.4 The rights and remedies provided in the Tenant's contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## 9 TWIN ROOMS

Where the room type specified in the offer is "twin" the following terms and conditions apply in addition to clauses 1 to 8.

- 9.1.1 Each occupier is individually liable to pay the Deposit and the Accommodation Fees, and any Interest or charges for late payment relating to them.
- 9.1.2 Neither occupier will have exclusive possession of the shared room. The Tenant's contract must therefore take effect as a licence and not a tenancy. MPM will consequently have no obligation in law to protect the Deposit in an authorised tenancy deposit protection scheme, but MPM may choose to do so (in its reasonable discretion).
- 9.1.3 During the Period of Stay, the Tenant must treat the other occupier with consideration, courtesy and respect. The Tenant must not use property belonging to the other occupier, or Contents designated for the sole use of that occupier, without their consent. The Contents designated for the sole use of each occupier are: bed, mattress, bedside cabinet.
- 9.1.4 There may be times when occupiers of twin rooms are not compatible. The Tenant is encouraged to try and resolve any differences with the other occupier, and be prepared to make reasonable compromises. If the Tenant finds living with the co-occupier intolerable (despite reasonable efforts to get along) the Tenant should report the circumstances to MPM. MPM will use reasonable attempts to accommodate the Tenant in comparable alternative accommodation, subject to availability. The Tenant shall not be liable to pay any relocation fees to MPM, or be entitled to any compensation from MPM, if the Tenant relocates under this clause 9.1.4.
- 9.1.5 MPM may request the Tenant to move to comparable alternative accommodation for any of the following reasons:
  - (a) to avoid under- or over-occupancy of twin rooms;
  - (b) where the Tenant and/or their co-occupier cause nuisance or annoyance to each other or to the occupiers of other rooms nearby;



- (c) to promote equality and diversity;
- (d) some other substantial reason.

The Tenant shall not be liable to pay any relocation fees to MPM, or be entitled to any compensation from MPM, if the Tenant relocates under this clause 9.1.5. The Tenant may be liable to pay compensation to MPM if the Tenant does not co-operate with MPM's request and MPM has to take legal action to enforce this clause.

- 9.1.6 The Tenant will not necessarily have a licence of the same duration as the other occupier of the twin room. If one of the occupiers leaves, MPM may introduce a replacement occupier and the Tenant will not be entitled to object. The replacement occupier will be a Student and will be of the same gender as the remaining occupier.
- 9.1.7 The occupiers are jointly and individually liable for taking care of the room and its Contents. This means that MPM may charge either or both of them for failure to comply with these terms and conditions (such as damage, cleaning, removal of rubbish and missing Contents). MPM will charge the occupier responsible if MPM is reasonably satisfied that only one of them is at fault. Otherwise, MPM may charge either or both occupiers, using its reasonable discretion.
- 9.1.8 At the end of the Period of Stay, both occupiers are responsible for leaving the room and its Contents in a clean, tidy and undamaged condition. If one of the occupiers intends to leave before the other, it is advisable to discuss cleaning and tidying arrangements. The first to depart may wish to take photographs showing how they left the room. Each occupier will have to pay an equal share of any cleaning or damage charges, even if they believe the other occupier was at fault, unless they can prove to MPM's reasonable satisfaction that the room was in a satisfactory condition when that occupier returned their keys.
- 9.1.9 MPM will only carry out one check-out inspection for the room. It is in the interest of both occupiers to attend it.
- 9.1.10 Visitors to a twin room are not permitted unless:
  - (a) there is no co-occupier; or
  - (b) the co-occupier is out; or
  - (c) the co-occupier agrees to the visit.

## 10 JOINT TENANCIES

- 10.1 This clause 10 applies only where two occupiers have made a joint booking of the Accommodation. It does not apply to twin rooms where each bedspace has been booked separately.

- 10.2 The agreement between MPM and the Tenant will become binding when both the intended co-occupiers of the Accommodation have completed the booking process, both their Guarantors have returned the guarantees, and MPM has emailed each co-occupier to confirm that the agreement for the Accommodation is in place. The agreement will be a joint Occupancy Agreement.
- 10.3 The liability of each person named as Tenant is joint and several. This means that either of them can be required to make any or all the payments due under these terms and conditions. MPM is under no obligation to collect a proportion of the money from each person.
- 10.4 If one of the co-occupiers moves out of the Accommodation:
- (a) both co-occupiers will remain fully liable for the Tenant's' obligations in these terms and conditions, unless MPM formally releases the person who vacates. MPM will only release a co-occupier before the end of the Period of Stay in exceptional circumstances. Usually this will include there being a substitute, reasonably acceptable to MPM as a tenant, who enters into a contract for the Accommodation with MPM;
  - (b) neither MPM nor the person who has moved out will be entitled to insist on the remaining person accepting a substitute occupier (but if the remaining person refuses to share with someone else, and the person who moved out refuses to pay their share of the money due under this agreement, the person remaining in occupation risks having to make the payments for the Accommodation in full themselves).
- 10.5 The joint tenants must make their own arrangements with regard to when they will agree to have visitors (subject to the terms in clauses 1 to 8). Joint tenants must not have visitors overnight.
- 10.6 For the purposes of clause 3.3.2 each occupier of the Accommodation must be a full-time registered Student throughout the Period of Stay.
- 10.7 MPM shall not be obliged to relocate either occupier if they find that they do not like living with each other. MPM will treat transfer requests sympathetically in such circumstances.
- 10.8 Tenants in joint tenancies must show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the co-occupiers are equal and neither has precedence or preference over the other.
- 10.9 MPM will record the condition of the Accommodation and Contents after vacant possession of the Accommodation is given. This means that if one of the occupiers leaves some time before the other, that occupier may still be charged for cleaning or damage if the second occupier does not leave the Accommodation and Contents in the condition required by these terms.
- 10.10 **MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981**

The Tenant hereby confirms that the Room is not, and is not intended to be, a matrimonial home in terms of Matrimonial Homes (Family Protection) (Scotland) Act 1981; and upon the Occupancy Agreement becoming legally binding on the Tenant, no non-entitled spouse as defined by the said Matrimonial Homes (Family Protection) (Scotland) Act 1981 exists in respect of the Room.

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The Tenant hereby, without prejudice to any other provision of the Occupancy Agreement, undertakes not to share possession of the Room and/or the Flat with any person who may become a non-entitled spouse in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981.

### **Promotions - Terms & Conditions**

In the event that the Tenant is to benefit from any Promotions, the following conditions shall apply: -

1. To qualify for any Promotions, the Occupancy Agreement and all associated documentation must be correctly signed and returned to the Managing Agent within 30 days of issue.
  2. Promotional offers cannot be exchanged for cash or any alternative.
  3. Not all Promotions are applicable to all of the Landlord's properties and locations.
  4. Existing or previous Tenants who have ever been or who are currently in unauthorised arrears or who have otherwise been in breach of their Occupancy Agreement are not eligible to apply for promotional offers.
  5. The Managing Agent reserves the right to remove or change the Promotions at any time.
  6. The Managing Agent has the right to withdraw any Promotions if the qualifying Tenant falls into an unauthorised arrears position during their Tenancy Period.
  7. All Promotions will be validated by the Managing Agent and confirmed to the qualifying Tenant in writing. Any Promotions not confirmed in writing will not be valid.
  8. In the event of any dispute, the decision of the Managing Agent is final.
  9. Promotions or competitions are not open to employees of the Landlord or Managing Agent, or employees of any of their associated companies, their families or agents, or any other agent associated with the Promotion or competition.
  10. Subject to Clause 3.1.9 of the Terms & Conditions, where the Promotional is in the form of a percentage (%) discount, the Managing Agent agrees that the Promotion will operate as an express waiver of its right to recover the defined percentage (%) discount of the total amount of rent payable by the Tenant under the Occupancy Agreement
  11. The Promotion is made only in relation to the Occupancy Agreement and does not grant or imply any alternative form of licence or tenancy of any accommodation to the Tenant.
  12. Promotional offers are made by Mansion Student, 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3SB, as the Managing Agent.
  13. Unless otherwise stated any vouchers or tangible rewards will be paid within 30 days of check-in at the tenant's chosen location.
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All Promotions and promotional offers shall be governed by and construed in accordance with Scottish Law and (save in respect of the enforcement of any judgment) the parties agree to submit to the exclusive jurisdiction of the Scottish courts.