

## Definitions and Interpretation of the Tenancy Agreement

- 1.1 In the Tenancy Agreement the terms in bold text on the cover page of the Tenancy 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 Tenancy 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, No 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 their successors and assignees.
- 1.5 Any reference to “Tenancy” refers to the tenancy created under the Tenancy Agreement.
- 1.6 Clause headings do not affect the interpretation of the Tenancy 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 Tenancy Agreement. However for the avoidance of doubt supplies under the Tenancy Agreement are made by the Landlord and not the Management Company.
- 1.8 The rent under the Tenancy Agreement accrues weekly in advance and it will be collected as defined in the Tenancy Agreement. The total rent for the Tenancy Period is the rent specified in the Tenancy Agreement.
- 1.9 Any provision of the Tenancy Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable, unlawful or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability, unlawfulness or unreasonableness be deemed severable and the other provisions of the Tenancy 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 Tenancy Agreement shall be joint and several obligations and liabilities of those persons.
- 1.11 If applicable, the Management Company shall secure the Security Deposit as agents for the Landlord throughout the Tenancy as security for the compliance by the Tenant with its obligations under the Tenancy Agreement and the payment, holding and use of the Security 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 Tenancy Agreement.
- 1.12 The Deposit taken will be registered as Security Deposits with our chosen deposit protection scheme.
- 1.13 Accommodation shown on our website constitutes an invitation to treat and not an offer. A contract will only be formed once the booking process has been completed to the satisfaction of the Landlord and the 1st Payment has been received by the Management Company and, where it is proposed that the accommodation be paid for otherwise than by way of a single payment in advance, where a signed guarantee satisfactory to the Landlord, has been provided from a suitably vetted guarantor (at our sole discretion) within 7 days of our sending to you the Tenancy Agreement for completion. We will send you an e-mail of confirmation once the Tenancy Agreement has been completed. By signing the Tenancy Agreement, subject to our Cancellation Policy, you are accepting and agreeing to become bound by the terms of the Tenancy Agreement with immediate effect. A copy of our Cancellation Policy can be seen at [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk)
- 1.14 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.
- 1.15 Shared Items, Shared Areas, Communal Areas; refer to any items used in common with any other occupiers of the Property and/or the building of which it forms part, whether or not owned by the Landlord.



- 1.16 Each Roomspace is subject to a Tenancy Agreement. Where the roomspace is part of a studio or 1-bed apartment the agreement relates to the entire apartment as detailed under the term Flat/Property in this Tenancy Agreement.
- 1.17 **Development;** means the subjects containing the Property, including the grounds (if any).
- 1.18 **Property;** means the building that contains the Flat and the Roomspace
- 1.19 **Flat;** means the dwelling that contains the Roomspace
- 1.20 **Roomspace;** means the space that the student is entitled to occupy exclusively, as a result of this Tenancy Agreement.
- 1.21 **Shared Areas;** means areas within the Flat which all tenants in the Flat are entitled to use
- 1.22 **Communal Areas;** means areas within the Property but external to the Flat, which all tenants in the Property are entitled to use.
- 1.23 **Shared Items;** means items that are provided by the Landlord whose use is to be shared with the other tenants of the Flat or the Property, as the case may be.
- 1.24 **Room Items;** means items that are provided by the Landlord for the Tenant's use within the Roomspace.
- 1.25 **Inventory;** means a list of all of the items provided by the Landlord in the Flat or Roomspace at the start of the Tenancy Term.
- 1.26 **Internet Usage policy;** means the policy for use of the internet in the Property as set out at [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) from time to time.
- 1.27 **Promotions;** means any discounts, incentives or special offers referred to in the Offer or in writing.
- 1.28 **University/College;** means the institution that the student is attending for the purpose of educational learning.
- 1.29 **Hospitality Office;** means the dedicated office responsible for the day to day management of your chosen location.

## 2. Grant of Tenancy & Inventory

- 2.1 At the request of the Guarantor, the Landlord lets the Roomspace 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 Communal Areas if applicable within the Development for the Tenancy Period.



- 2.2 The Tenant shall accept the Roomspace, the Flat, the Shared Areas, the Communal Areas and the Development as being in good and tenable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the start of the Tenancy Period unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 48 hours of the start of the Tenancy Period.
- 2.3 Upon moving into the Roomspace, the Tenant must check that the Inventory provided at check-in and showing the contents and condition of the Roomspace and/or the Property is accurate and must sign and return the duplicate Inventory to the Management Company within 48-hours of moving into the Roomspace.
- 2.4 The Tenant understands that any show flats viewed prior to the Tenancy are indicative of the accommodation provided within the Property and that they do not represent exactly all Flats in size, shape and in some cases, content. They are to be viewed as a guide to the accommodation only.
- 2.5 Any accessories, equipment or decorations in the show flat are provided for display purposes only and are not included as standard in any Flat.
- 2.6 Notice is hereby given to the Tenant that the Roomspace is let on a short assured tenancy within the meaning of Section 32 of the Housing (Scotland) Act 1988. The Tenant by its execution hereof confirms having received Notice AT5 in terms of Section 32 of the Housing (Scotland) Act 1988 and that it understands and accepts that the Tenancy Agreement creates a Short Assured Tenancy under the Housing (Scotland) Act 1988, and that the requirements of that section have been complied with and further that the Landlord may take application to the Court and to recover possession of the Roomspace under Section 33 of the said Act.

### **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, suitably vetted (at the Landlord's sole discretion) then the rent shall be payable by instalments as defined in the Tenancy Agreement. (Payment Schedule per Tenant).



- 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 Where the Tenant pays the full rent in advance, the Tenant is not required to provide a Guarantor.
- 3.4 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 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.
- 3.6 If any Payment of rent, or other payment which is due under these terms & conditions, is not paid by the due date, the Tenant must pay the landlord:
- (a) an Administration Fee of £25.00 for each demand for payment (up to a maximum administration fee of £75.00)
  - (b) interest and these sums become payable within 7 (seven) days of MPM asking for them. .
- Our arrears policy can be seen at [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) under Useful Information.



- 3.6 If a Tenant falls into an unauthorized arrears position, the Management Company reserves the right to withdraw any promotional benefits which may have been available at the time of booking a Roomspace, which could result in the full advertised rent at the start of the tenancy period becoming payable, as confirmed by the Landlord.
- 3.7 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.
- 3.8 The Tenant shall not withhold rent that is due for payment, for any reason.
- 3.9 The Tenant shall be responsible for obtaining and paying for any television licence required for any television in the Roomspace, including IP (Internet Provider) TV where a provision is available.
- 3.10 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.
- 3.11 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.
- 3.12 Where accommodation repairs are necessary following damage caused by the tenant(s), the Landlord reserves the right to levy an administration charge of £25.00 in addition to the repair charges.
- 3.13 A charge of £75.00 will be made for changes made to the Tenancy Agreement at the Tenant's request once the Tenancy Agreement has been confirmed. These charges include, but are not limited to:
- 3.13.1 Cancellations; (Please refer to [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) for full details of our Cancellation Policy).
  - 3.13.2 Roomspace moves;
  - 3.13.3 Changes to payment options;
  - 3.13.4 Changes to Guarantor details.
- 3.14 The Cancellation of a signed Tenancy Agreement is subject to the terms of our Cancellation



Policy. Please refer to [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk) for full details, before signing the Tenancy Agreement.

**4. Security Deposit -Booking Fee-Connection Fee - Utility Fee (if applicable)**

- 4.1 The Tenant will pay a Security Deposit to the Management Company with their application for accommodation **OR** the Tenant will pay a Booking Fee to the Management Company with their application for accommodation whichever is applicable as determined by the Landlord. For full details of the Security Deposit, please refer to Clause 17.
- 4.2 Except as provided for in 4.4, the Booking Fee is non-refundable. This fee covers the cost of administering your application.
- 4.3 The Connection Fee is non-refundable and payable on the 1<sup>st</sup> Payment Day by the Tenant to the Management Company, and is a contribution towards the internet connection and licence for TV where a TV has been provided by the Landlord.
- 4.4 The Utility Fee 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 (where a Guarantor is party to the Tenancy Agreement)**

- 5.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the rent and observe and perform the tenant's obligations under the Tenancy Agreement and that if the Tenant fails to pay the rent or to observe or perform any of the tenant's obligations, the Guarantor shall pay or observe and perform them.
- 5.2 The Guarantor undertakes to 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's obligations under this Tenancy Agreement. The Landlord is under no obligation to bring any claims against the Tenant before bringing any action against the Guarantor.



- 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's obligations under the Tenancy 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's obligations under this Tenancy Agreement or in making any demand in respect of them;
  - (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's obligations under the Tenancy Agreement;
  - (d) the Landlord taking any action or refraining from taking any action in connection with the Security Deposit;
  - (e) the Tenant dying or becoming incapable of managing its affairs.
- 5.5 At the time of signing the Tenancy Agreement, the Guarantor will provide evidence of identification acceptable to the Management Company.

## **6. Care of the Accommodation**

- 6.1 The Tenant will:
- (a) not alter or damage the Roomspace 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 Roomspace 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 Roomspace, 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 Roomspace, 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 Roomspace 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, which can be viewed at [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk), 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) keep the drains gutters and pipes of the Property clear from obstruction.

6.2 The Tenant hereby warrants to the Landlord that they are a full-time 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 full-time 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 Roomspace and Flat immediately. The Tenant shall remain liable for all of its obligations under the Tenancy Agreement which have not been performed, including the payment of rent.

6.4 Most students are exempt from paying Council Tax, but some are not. It is the responsibility of the Tenant to ensure that they qualify for Council Tax exempt status if they do not wish to be responsible for Council Tax payments during their Tenancy term.



- 6.5 The Tenant shall provide to their Hospitality Office, a copy of a valid Council Tax Exemption Certificate within 7 days from the date of enrolment at University or College.
- 6.6 Failure to provide a valid Council Tax Exemption Certificate will result in the Tenant being liable for Council Tax, pursuant to Clause 13 of this Tenancy Agreement.
- 6.7 The Management Company reserves the right to apportion the costs of any Council Tax that becomes due, between all other occupants of the Flat, in remedy of the Tenant or any other tenant of the Flat not fulfilling their obligations in respect of this clause 6.7.

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

The Tenant will:

- 7.1 Use the Roomspace 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 Roomspace it is made in;
- 7.4 Not cause any disturbance distress annoyance or damage to any other occupiers of the Development or their property or to any owner or occupier of any neighbouring property;
- 7.5 In co-operation with the other occupiers of the Property, keep clean and tidy and clear of rubbish the parts of the Property 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 schedule of charges as set out in Clause 20 of this Tenancy Agreement 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. The Management Company reserves the right to appropriately apportion costs where the person responsible cannot be identified.

- 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 Roomspace 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 Communal Areas, Shared Areas and/or Shared Items and conduct in the Shared 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 Roomspace or Flat or any of the Tenant's rights under the Tenancy Agreement nor part with possession or share occupation of the Roomspace;
- 7.15 Use best endeavours to ensure that the Tenant's visitors comply with clauses 6 and 7 of the Tenancy Agreement headed "care of the accommodation" and "proper conduct for communal living";
- 7.16 Attend a fire drill 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 Roomspace, 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 Roomspace, 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 Roomspace, 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 Roomspace, 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 Roomspace, 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 Roomspace 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 Tenancy Agreement;
  - (b) show the accommodation to prospective new tenants;
  - (c) examine the state and condition of the Flat and the Roomspace and the shared items and the Room Items;
  - (d) carry out any repairs to the Roomspace, the Flat or the Development that are reasonably necessary pursuant to the Landlord's and Management Company's responsibilities under the Tenancy Agreement or by statute and for any other reasonable purpose in connection with the management of the Development.

## **9. Other Conditions**

- 9.1 The Landlord reserves full rights at any time during the Tenancy Period to carry out building works on the Property and to alter or rebuild any buildings already erected on any adjoining or neighbouring property and to use such adjoining or neighbouring property or any present or future buildings in such a way as the Landlord thinks fit.
- 9.2 The Landlord reserves full rights to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Property.



9.3 Whilst the Landlord will use all reasonable endeavours to minimise inconvenience to the Tenant, and where possible give advance notice of any works, the rights in clause 9.1 shall apply even though access of light and air to the Property may be affected or the amenity of or access to the Roomspace, Flat or Property may be temporarily obstructed altered or interfered with and/or some noise, vibration or dust may be experienced during any programme of works.

## **10. At the End of the Tenancy Agreement**

10.1 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 Roomspace and remove all of their belongings from the Development and leave the Roomspace 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) If this Agreement is taken on a Twin Room (please refer to Special Conditions section of your Tenancy Agreement), both Tenant occupants will be equally responsible to ensure that the shared areas and shared items are left in the same clean state and condition as they were in the beginning of the Tenancy Period.
- (e) 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;



- (f) 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;

## **11. Expenses Related to Breaches of the Tenancy Agreement or Recovering Possession**

- 11.1 If the Tenant breaches the Tenancy Agreement or fails to fulfil any of its obligations under the Tenancy 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.
- 11.2 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of the Tenancy Agreement or a failure to fulfil any of its obligations under the Tenancy 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.
- 11.3 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 Tenancy Agreement;
  - (b) ensuring that the Tenant gives up occupation of the Roomspace 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 at clause 20.

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

- 12.1 It is agreed between the Landlord and the Tenant that if at any time:
  - (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 Tenancy Agreement;



(d) the Tenant ceases to be a full time student; or

(e) any of the grounds set out in the Housing (Scotland) Act 1988 Schedule 5 Grounds 6, 8 and 10-17 (inclusive), apply and/or the Tenant is a person, or one of the persons, to whom the Tenancy was granted and/or transferred and the Landlord was induced to enter into the Tenancy Agreement and/or agree to such transfer by a false statement made knowingly or recklessly by (a) the Tenant or (b) a person acting at the Tenant's instigation the Landlord shall be entitled to:

- (i) in the case of Clauses 12.1(a), 12.1(b), 12.1(c) and 12.1(d) of these Terms and Conditions, irritate this Tenancy; and
- (ii) in the case of Clauses 12.1(a), 12.1(b), 12.1(c), 12.1(d) and 12.1(e), to apply for a Court Order confirming the irritancy and allowing the Landlord to recover possession. If the Court Order is granted, the Tenancy shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.

12.2 Without prejudice to the generality of Clause 12.1, the Landlord hereby gives notice to the Tenant, and the Tenant, by its execution hereof, confirms having received notice, that the Roomspace and the Development are subject to a heritable security granted before the Tenancy Agreement was entered into by both parties and that possession may be recovered under Ground 2 of Schedule 5 Part 1 of the Housing (Scotland) Act 1988.

### **13. Tenant Indemnity**

13.1 If the Tenant does not qualify for Council Tax exemption or ceases to be a full time student but continues to live in the Roomspace 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 Roomspace.

13.2 If the Tenant is unable to provide a valid Council Tax Exemption Certificate, they agree to indemnify the Landlord in respect of any Council Tax due in respect of the Flat of occupation.

### **14. Landlord's Obligations**

14.1 The Landlord agrees:





- (a) subject to the Tenant paying the Rent and performing all of the obligations of the Tenant under the Tenancy Agreement, to allow the Tenant to quietly possess and enjoy the Roomspace without unnecessary or unwarranted interference;
- (b) to maintain and repair the structure of the Property including the window frames and window glass;
- (c) to maintain, repair, decorate and provide adequate heating and lighting to the Shared Areas of the Property and the Flat and to clean Communal Areas;
- (d) to maintain all service media serving the Flat, the Shared Areas and Communal Areas of the Property;
- (e) to provide an adequate supply of hot and cold water, heating and electrical power to the Flat
- (f) to maintain equipment provided in the Shared Areas;
- (g) to comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;
- (h) to 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 );
- (i) at the beginning of the Tenancy Period to equip the Roomspace with the Room Items and the Shared Areas with the Shared Items.

## 15. Notices

- 15.1 Any notice to the Landlord sent under or in connection with the Tenancy Agreement shall be deemed to have been properly served if:
- (a) sent by first class post or left at the Management Company's address given on the first page of the Tenancy Agreement or as provided to the Tenant in writing from time to time; or
  - (b) sent to the Management Company's e-mail address given on the first page of the Tenancy Agreement or as provided to the Tenant in writing from time to time.
- 15.2 Any notice sent to the Tenant under or in connection with the Tenancy 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 Tenancy Agreement; or
  - (b) sent to the Tenant's e-mail address stated on the first page of the Tenancy Agreement.



15.3 Any notice sent by first class post shall be deemed to have been received two working days after it was sent.

**16. Matrimonial Homes (Family Protection) (Scotland) Act 1981**

16.1 The Tenant hereby confirms that:

16.1.1 the Roomspace is not, and is not intended to be, a matrimonial home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981; and

16.1.2 at the date of the Tenant's execution of the Tenancy Agreement, no non-entitled spouse as defined by the Matrimonial Homes (Family Protection) (Scotland) Act 1981 exists in respect of the Roomspace.

16.2 The Tenant hereby, without prejudice to any other provision of the Tenancy Agreement, undertakes not to share possession of the Roomspace 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.

**17. Governing law and jurisdiction and consent to registration**

17.1 The Tenancy Agreement shall be governed by, and construed in accordance with, the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and to any extent this may be required, the parties to the Tenancy Agreement hereby prorogate the jurisdiction of the Scottish Courts in relation to the Tenancy Agreement.

17.2 The Tenant accepts (subject to the terms of the Cancellation Policy) to be bound by the terms of the Tenancy Agreement from the date it signed the Tenancy Agreement.

17.3 The parties to the Tenancy Agreement consent to its registration and of any certificate issued thereunder for preservation and execution.

**18. Security Deposit**

18.1 The Management Company acknowledges receipt of the Security Deposit from the Tenant.



- 18.2 At the end of the Tenancy the Landlord shall be entitled to withhold from the Security Deposit such proportion of the Security Deposit as may be reasonably necessary to:-
- (a) make good any damage to the flat the Roomspace 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 Roomspace 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 (including council tax charges if the Tenant is no longer a student and remains in occupation in breach of the Tenancy Agreement or if the student does not qualify for Council Tax exemption);
  - (d) pay any Rent which remains unpaid; and
  - (e) pay for the Flat, the Roomspace and the contents thereof to be cleaned if the Tenant is in breach of its obligations to do so.
  - (f) removing and disposing of any belongings left by the Tenant at the end of the Tenancy term.

19 Tenant Deposit Protection Scheme Arrangements

19.1 The Security Deposit is protected by the Letting Protection Service Scotland (LPS) of The Pavillions, Bridgewater Road, Bristol BS99 6AA. Telephone number 0330 303 0031. Website [www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com).

19.2 The Management Company will provide within 30 days of the deposit being received, a copy of the prescribed information.

19.3 The Management Company agrees that the Deposit shall be held in accordance with the rules of the LPS.

19.4 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 18.

19.5 At 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.



20. Schedule of Charges

**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) (Excluding Lock)	£400
Replace door lock	£100
Redecorate bedroom (inc damage rectification and/or de-fumigation as a result of smoking)	£300
Redecorate kitchen/ lounge (inc damage rectification and/or de-fumigation as a result of smoking)	£300
Redecorate corridor	£200
Replace mattress – Single / ¾ / Double	£110 / £130 / £150
Replace/repair bed – Single / ¾ / Double	£200 / £210 / £220
Replace/repair wardrobe up to	£180
Replace/repair study desk / desk top	£90
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	£300
Replace flat screen TV	£500
Replace TV unit	£70
Replace TV shelf	£100
Replace kitchen flooring	£900
Replace kitchen blind	£120
Replace microwave	£70
Replace kitchen bin	£15
Replace vacuum cleaner	£115



Replace oven / hob - each	£350
Replace kitchen/dining table	£100
Replace kitchen chair/stool	£60
Replace coffee table	£75
Replace worktop	£250
Replace washing machine / washer dryer	£300 / £350
Replace fridge freezer / under-counter fridge or freezer	£285 / £20
Replace freezer drawers and or covers	£15
Replacement access devices including fobs, keys & key cards Post box keys	£25 each £10
Replace pin board / magnetic board	£45
Replace book shelves	£65
Replace shower cubicle/side panel	£170/£110
Replace shower tray	£150
Replace shower curtain	£25
Replace bathroom mirror	£25
Replace toiletry shelf/cupboard	£75
Replace toilet seat	£25
Replace Internet patch lead	£5
Replace bedroom door (excluding lock)	£320
Clean bedroom flooring	£45
Replace ceiling tiles	£15
Broken windows – depending on size	£500
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 (Excluding oven clean)	£50
Oven clean	£40
Removal per bag / box of rubbish from flat/room	£10
Tampering with Health & Safety equipment including, but not limited to fire extinguishers, fire blankets, break glass, smoke/heat detectors, window restrictors	Up to £250.00



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.

