

## TERMS AND CONDITIONS

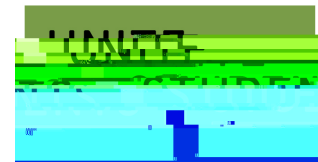
THESE TENANCY AGREEMENT TERMS AND CONDITIONS, TOGETHER WITH THE BOOKING DETAILS ABOVE, SET OUT THE TERMS AND CONDITIONS OF THE TENANCY AGREEMENT UNDER WHICH WE RENT THE ROOM IN THE PROPERTY FOR THE LENGTH OF STAY (AS SET OUT IN THE BOOKING DETAILS) TO YOU

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these Tenancy Terms and Conditions: "Booking Details" means the Booking Details [above] setting out the details of the Room, the Property, Your Payments and the Length of Stay (among other things); "Contents" means the furnishings, fixtures and fittings in the Room or Flat Common Areas as listed on the inventory to be provided to you on moving-in to the Room; "Flat" means the flat (if any) referred to in the Booking Details, including its Contents, but excluding the Service Media in the Flat; "Flat Common Areas" means the Flat, other than the Room and any other rooms within the Flat (to be occupied exclusively by other tenants of the Flat); "Landlord" means the Landlord as referred to in the Booking Details; "Length of Stay" means the length of stay as specified in the Booking Details being the period from and including the Check In Date and ending on and including the Check Out Date as specified in the Booking Details; "Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996 or otherwise); "Payment Schedule" means the Payment Schedule Breakdown in the Booking Details setting out the amounts and the dates on which payments must be made; "Property" means the building identified in the Booking Details where the Room, Flat, Flat Common Areas and the Property Common Areas are situated; "Property Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store (where applicable) and any other common areas in the Property provided for the benefit of all tenants; "Regulations" means such regulations as we may make pursuant to clause 4.1.5 for the purpose of ensuring the safety, security, cleanliness and good management of the Property, any part of it, or the comfort or convenience of the tenants of rooms or flats in the Property, or the efficient or economical performance by us of our obligations under the Tenancy Agreement; "Rent" means the amount stated as the Payment total in the Booking Details; "Room" means the Room as referred to in the Booking Details including its Contents, but excluding the Service Media within the Room; "Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided; "Special Conditions" means the Special Conditions referred to in the Booking Details; and "Tenancy Agreement" means the tenancy agreement constituted by the Booking Details together with these Tenancy Terms and Conditions. 1.2 Unless set out to the contrary in these Tenancy Terms and Conditions, all terms defined in the Booking Details shall have the same meanings in these Tenancy Terms and Conditions. 1.3 The expression "Landlord" includes successors in title and any other person who at any particular time has the right to receive rent under the Tenancy Agreement. 1.4 When used in these Tenancy Terms and Conditions, the expressions "us" "we" and "our" shall be taken as references to the Landlord and the expressions "you" and "your" shall be taken as references to the Tenant. 1.5 Any obligation on us or you not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing. 1.6 If any party to this Tenancy Agreement comprises two or more persons, all obligations and liabilities of each party are joint and several. This means that where, for example, the Tenant is more than one person, each person will be liable for all sums due under the Tenancy Agreement and not just liable for a proportionate part. 1.7 Headings used in these Tenancy Terms and Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement. 1.8 The Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement. 1.9 Subject to clause 1.10 if when this Tenancy Agreement is completed you are under 18 years of age, the Tenancy Agreement will as a matter of law take effect as a licence to occupy until such date as you become 18. 1.10 You must be aged 17 or over before signing this Tenancy Agreement. 1.11 If you are aged 17 or over but under 18 years of age, you must notify us at least 4 weeks in advance of the Check In Date of any reasonable adjustments in connection with your occupation of the Room which you wish to request. We shall be under no obligation to make any adjustments, but will act reasonably in considering your request. 1.12 A reference to written or writing includes e-mail.

### 2. THE LETTING

2.1 We let the Room to you for the Length of Stay subject to the Booking Details and these Tenancy Terms and Conditions. 2.2 You are granted the following rights for the benefit of the Room in common with us and all other tenants of the Property (including all other persons from time to time duly authorised by us). 2.2.1 the right to use the Property Common Areas and the Flat Common Areas, including the right to come and go to and from the Room over such of the Property Common Areas as are designed or designated to allow access; and 2.2.2 the right to use the shared facilities within the Flat Common Areas. 2.3 We also reserve for ourselves and all those authorised by us the right 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 Room and the Flat. 2.4 The following are conditions of this Tenancy Agreement: 2.4.1 you remaining a student in full time education throughout the



Length of Stay; 2.4.2 that you are not in breach of any previous tenancy with us; 2.4.3 you have no unspent criminal convictions; and 2.4.4 you are not committing any act of fraud or otherwise acting in an illegal way in entering into this Tenancy Agreement or in making any payments due under this Tenancy Agreement. If you breach any of these conditions you will be in breach of this Tenancy Agreement. Being in breach of the tenancy does not allow you to terminate or avoid liability for any breaches of this Tenancy Agreement. 2.5 If we reasonably believe that you have breached this Tenancy Agreement, we reserve the right to (and you expressly consent that we may) inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.

### 3 OUR OBLIGATIONS

3.1 We agree with you that if you pay the Rent and all other payments included in the Payment Schedule and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Length of Stay without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions) and we will:

3.1.1 maintain and repair the structure of the Property including the window frames and window glass;

3.1.2 maintain, repair, decorate and provide adequate heating and lighting to the Property Common Areas and the Flat Common Areas;

3.1.3 clean the Property Common Areas;

3.1.4 maintain all Service Media serving the Flat, the Property Common Areas and the Flat Common Areas;

3.1.5 provide a supply of hot and cold water, heating and electrical power to the Flat;

3.1.6 provide security facilities for the Property; and

3.1.7 provide and maintain such equipment as we think fit in the Property Common Areas and the Flat Common Areas.

3.2 We reserve the right during the Length of Stay to offer you to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the Room and/or the Flat and/or the Property or if we consider it necessary or desirable for any reason, to avoid difficulties between tenants or for the better management of the Property PROVIDED THAT:

3.2.1 you are given reasonable notice (except in emergency);

3.2.2 the alternative accommodation is of substantially no lesser standard than your Room/Flat; and

3.2.3 you will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement, including the Rent payable.

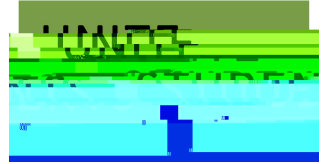
3.3 Subject to clause 4.5.2. below, we will accept delivery of your parcels and mail in accordance with our Parcel Delivery Service Terms and Conditions (as published on the <https://www.unitestudents.com/Terms/Post-and-parcels> website), which you accept by entering into this Tenancy Agreement unless you let us know otherwise in accordance with clause 16. If you do not accept the Parcel Delivery Service Terms and Conditions we will not accept delivery of parcels and mail addressed to you.

### 4 YOUR GENERAL OBLIGATIONS

4.1 You agree to:

4.1.1 accept the Room, Flat, Property Common Areas, Flat Common Areas and the Property 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 from the Start Date unless you let us know in writing in accordance with clause 16 of any defects in the condition and repair within 48



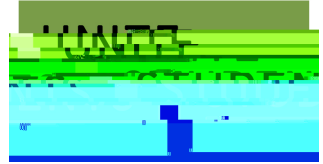


the Bank of England base rate on the outstanding amount from the date payment was due until the payment is made in full. Interest will be calculated on a daily basis.4.5 If payment of the Rent or any other money due from you under this Tenancy Agreement is late we reserve the right to: 4.5.1 remove internet access whilst your account is in arrears;4.5.2 cease to accept delivery of your parcels and mail under clause 3.3 whilst your account is in arrears;4.5.3 refer your account to a debt collection agency in order to recover outstanding Rent or other monies unpaid by you; and/or4.5.4 enter the Flat Common Areas (in accordance with clause 4.1.9) to discuss arrears.

## 5 YOUR OBLIGATIONS TO MAINTAIN THE ROOM AND FLAT

5.1 You agree that you will:5.1.1 maintain the Room, its Contents and, with the other tenants of the Flat, the Flat Common Areas in at least as good repair, condition and decorative order and level of cleanliness as they are in at the Check In Date (except for damage by accidental fire and water from the Service Media and fair wear and tear). The inventory we provide you on moving in to the Room shall be evidence of the Contents' existing condition, and any defect shall be noted on the inventory referred to in clause 4.1.2;5.1.2 not remove any of the Contents from the Room or Flat and notify us as soon as possible of any damage in the Room and/or the Contents and/or the Flat and/or the Property; and5.1.3 operate the Service





8.1 You agree to: 1.1.1 remove all your belongings (including rubbish) from the Property and return your key to the Room/Flat/Property to us at the end of the Tenancy Agreement no later than 10am on the date the Tenancy Agreement ends; and 1.1.2 Pay all outstanding costs in accordance with clause 4.1.8; and 1.1.3 if you leave before the end of the Length



