



Date: [DATE]

TENANCY AGREEMENT

MEADWAY STUDENT ACCOMMODATION LTD

and

[NAME]

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Council tax, which full-time students are exempt from (students may be liable for council tax during periods of the tenancy whereby they are not a registered full-time student at qualifying institutions).

Rights	the rights set out in Schedule 1.
Scheme Administrator	A custodial scheme DPS.
Special Conditions	conditions that apply to the Property and Communal Areas of the Building that the Tenant has access to set out in Schedule 3.
Term	a fixed term of 51 weeks from and including [DATE]
VAT	Value Added Tax and any similar tax substituted for it or levied in addition to it.
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England and Wales.

2. Interpretation

In this agreement:

- 2.1 **Landlord** includes the person for the time being entitled to the immediate reversion to this agreement;
- 2.2 whenever the Landlord or the Tenant consists of more than one person any obligation of or to that party is joint and several;
- 2.3 words importing one gender include all genders and words importing the singular include the plural and vice versa;
- 2.4 any covenant by the Tenant to do something includes an obligation to procure that it is done and a covenant not to do something includes an obligation not to allow it to be done;
- 2.5 a reference to an act of the Tenant shall include any act, default, neglect or omission of the Tenant or its agents, contractors, employees, licensees, servants, undertenants, visitors or other occupier from time to time of the Premises expressly or by implication with the Tenant's authority;
- 2.6 any reference to a particular statute includes any amendment, extension or re-enactment of that statute as well as any subordinate laws made under it and any measure deriving effect from it such as codes of practice, direction, guidance, notices and orders;
- 2.7 the Landlord shall not be liable for a breach of a Landlord's obligation committed after it has ceased to be entitled to the immediate reversion to this agreement; and
- 2.8 the headings and the table of contents are for locating references in the text and are not to be taken into account in interpretation.

3. Letting

The Landlord lets and the Tenant takes the Premises (together with the Contents and together with the Rights) for the Term at the Rent on the terms of this agreement.

4. Tenant's covenants

The Tenant covenants with the Landlord as follows:

- 4.1 to pay the Rent without deduction, set-off or counterclaim by equal four-weekly payments in advance on the **first** day of each four week period, the first instalment to be paid on the date of this agreement in respect of the period from and including the Commencement Date to and including [DATE];
- 4.2 unless the Landlord requires otherwise, to pay the Rent by standing order to such bank account as the Landlord may specify;
- 4.3 to pay and indemnify the Landlord against any Council Tax and any similar or replacement tax payable in relation to the Premises only during such period as the Tenant is registered as a full-time student [at a qualifying educational institution]. In the event that the Tenant enters into the agreement, before their full-time course starts or the Tenant's course ends or the Tenant ceases to be registered as a full-time student during the term of this tenancy, the Tenant shall become liable for Council Tax from the date on which the exemption ceases to apply and shall pay such Council Tax promptly as it falls due;;
- 4.4 to pay and indemnify the Landlord against:
 - 4.4.1 all television licence fees and all charges for cable or satellite services;
- 4.5
 - 4.5.1 any payment or other consideration to be provided to the Landlord under this agreement is exclusive of VAT and the Tenant shall in addition pay any VAT chargeable on the date on which the payment or other consideration is due or (if earlier) the date on which the supply is made for VAT purposes; and
 - 4.5.2 whenever the Tenant has agreed in this agreement to reimburse the Landlord for a payment made by the Landlord to reimburse the Landlord in addition for any irrecoverable VAT paid by the Landlord on that payment;
- 4.6 to pay interest at the rate of 4% per annum above the base rate from time to time of a clearing bank chosen by the Landlord on any sum payable under this agreement which is not paid after the expiry of ten Working Days from its due date, such interest to be calculated from and including the due date to the date of payment (both before and after any judgment);
- 4.7 to pay the cost of cleaning all curtains, carpets and other furnishings or items at the Premises which become soiled during the Term (reasonable use and fair wear and tear being allowed for) or which smell of smoke or cooking;
- 4.8 to look after the Premises and to:
 - 4.8.1 keep the Premises clean and tidy and in a good state of repair and condition;
 - 4.8.2 keep all furniture, boilers, appliances, fixtures, effects and internal decorations in a good state of repair, order and condition;
 - 4.8.3 make good and repair or replace with articles of a similar kind and of equal value any Contents which are destroyed, lost, broken or damaged;
 - 4.8.4 keep any drains, gutters, pipes and other conduits serving the Premises clear and unobstructed and the lavatories properly cleaned;

- 4.8.5 keep any flues and chimneys swept and clear of obstruction;
- 4.8.6 keep the Premises (and in particular any kitchen and bathroom) adequately ventilated;
- 4.8.7 keep all windows clean; and
- 4.8.8 replace all broken glass, light bulbs and fuses.
- 4.9 to allow the Landlord, or anyone with the Landlord's authority to enter the Premises at reasonable times of the day and on at least 24 hours' prior notice (except in emergency) for any reasonable purpose including:
 - 4.9.1 to inspect the state and condition of the Premises, the Building or any neighbouring or adjoining property;
 - 4.9.2 to inspect the state and condition of the Contents;
 - 4.9.3 to carry out works to the Premises which are not the responsibility of the Tenant;
 - 4.9.4 to carry out works to the Building and any adjoining or neighbouring property;
 - 4.9.5 to inspect the Premises with any parties who may be interested in a proposed sale or letting; and
 - 4.9.6 for any purposes under the Gas Safety (Installation and Use) Regulations 1998;
- 4.10 to make good any breach of clause 4.8 within one month (or sooner if the Landlord reasonably requires) after notice from the Landlord to do so, failing which the Landlord may enter and carry out the work and the cost shall be reimbursed by the Tenant on demand as a debt;
- 4.11 not to use the Premises for any illegal or immoral purpose;
- 4.12 to use the Premises as a single private residence for the use of the Lawful Occupiers only and not for any trade or business;
- 4.13 immediately to notify the Landlord if the immigration status of a Lawful Occupier changes during the Term;
- 4.14 not to make any alteration or addition to the Premises of whatever nature;
- 4.15 not to redecorate the Premises or change the colour scheme without the Landlord's prior written consent;
- 4.16 not to block or obstruct any common parts of the Building and to make good any damage caused to them by the Tenant or anyone under the Tenant's control;
- 4.17 to observe and perform any regulations made by the Landlord or the Superior Landlord for the use and management of the Building;
- 4.18 not to cause any nuisance, annoyance or damage to the Landlord or the owners or occupiers of any other flat in the Building or adjoining or neighbouring properties;
- 4.19 not to store on the Premises any oil, paraffin or other combustible substance and not to use any oil or paraffin fired appliances;
- 4.20 not to play any musical instrument or allow any noise or sound to be heard outside the Premises after 11.00 p.m. or before 8.00 a.m.;
- 4.21 not to assign, sublet, charge or part with or share the possession or occupation of the Premises or any part of them;

- 4.22 not to sell any of the Contents or enter into any hire purchase or leasing arrangement or bill of sale of them;
- 4.23 to pass to the Landlord within five Working Days of receipt any notice served on the Premises (including any notice from a local or other public authority) and not to respond to any such notice except on the express instructions of the Landlord;
- 4.24 to notify the Landlord immediately of any act or encroachment by a tenant or occupant of another flat in the Building or any adjoining or neighbouring property or by a third party which might adversely affect the Landlord's interest in the Premises;
- 4.25 except where permitted elsewhere under this Lease not to grant any right or licence over the Premises to a third party (whether under the Electronic Communications Code or otherwise);
- 4.26 not to change the locks or security codes without the Landlord's prior written consent and to supply the Landlord with a set of keys or the new security code immediately upon replacement;
- 4.27 not to give or lend the keys or the fobs or the security codes to the Premises or the Building to any third party other than a Lawful Occupier;
- 4.28 not to do anything which may cause the insurance policy on the Building or the Contents to become void or voidable or by which the premium on any such policies may be increased;
- 4.29 not to keep any animals on the Premises other than domestic pets in respect of which the Landlord's prior written consent has been obtained;
- 4.30 to inform the Landlord promptly of any disrepair for which the Landlord may be responsible under the general law;
- 4.31 not to smoke on the Premises or in any common parts of the Building;
- 4.32 to monitor and maintain as necessary any fire fighting equipment (including smoke alarms) within the Premises;
- 4.33 to turn off the mains water supply to the Premises if they are to be left unoccupied for any continuous period of more than 5 Working Days;
- 4.34 whenever the Premises are left unattended to fasten securely all windows and all deadlocks or other locks and bolts fitted to doors and windows permitting access to the Premises and if the Premises are left unattended for more than 15 Working Days to notify the Landlord in advance and to take such steps (at the Tenant's expense) as the Landlord considers necessary to protect the Premises;
- 4.35 at the end of the Term immediately:
- 4.35.1 to yield up the Premises and the Contents in the state of repair and condition required by this agreement;
- 4.35.2 to give the Landlord vacant possession;
- 4.35.3 to return to the Landlord all keys and fobs relating to the Premises or the Building including any supplied to the Tenant during the Term and to reimburse the Landlord for the cost of replacing any keys or fobs that the Tenant does not return; and
- 4.35.4 to remove all the Tenant's possessions and refuse; and
- 4.36 to indemnify the Landlord against all Costs incurred by the Landlord as a result of the Tenant's use or occupation of the Premises or any breach of the Tenant's obligations under this agreement.

5. Landlord's covenants

The Landlord covenants with the Tenant, subject to the Tenant paying the Rent and complying with the terms of this agreement, to:

5.1 allow the Tenant peaceably to enjoy the Premises without interruption from the Landlord.

6. Insurance

6.1 The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.

7. DPS Arrangements

7.1 The Deposit is protected by The Deposit Protection Service of The Pavilions, Bridgewater Road, Bristol BS99 6AA. www.depositprotection.com. Agent No: 1274375. The Deposit is held by the Scheme Administrator.

7.2 [The Landlord shall provide within 30 days of the Deposit being received, the following information:]

7.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the DPS.

7.4 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit.

8. Recovery of possession

If during the Term:

8.1 the Tenant is more than ten Working Days late in paying the Rent (whether formally demanded or not);

8.2 the Tenant is in breach of any of its obligations under this agreement;

8.3 any of the parties comprised in the definition of the Tenant become bankrupt; or

8.4 the Premises are left vacant or unoccupied for more than one month without prior notice having been given to the Landlord,

the Landlord may bring a court action to recover possession of the Premises and the tenancy created by this agreement shall then determine but all the Landlord's other rights and remedies will remain unaffected.

9. Tenant's possessions

9.1 If after the Tenant has vacated the Premises on the End Date any of the Tenant's possessions remain on the Premises the Landlord may as the Tenant's agent sell the possessions and the Tenant shall indemnify the Landlord against any liability incurred by the Landlord to any third party whose possessions the Landlord has sold in the mistaken belief that those possessions belonged to the Tenant.

9.2 The Landlord may apply the proceeds of sale towards any of the following:

9.2.1 unpaid Rent;

9.2.2 compensation for breach of any of the Tenant's covenants in this agreement; and

9.2.3 any Costs incurred by the Landlord in connection with the sale of the possessions.

9.3 The Landlord shall not be liable to the Tenant for the recovery or replacement of any of the possessions.

10. Notices

- 10.1 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by email to the tenants email address, or first class post to the Tenant at the Premises or left addressed to the Tenant at the Premises.
- 10.2 Any notice served by the Tenant on the Landlord shall be sufficiently served if sent by first class post to the Landlord at the address set out above or at such other address in England and Wales as the Landlord may notify to the Tenant.

11. Deposit

- 11.1 The Landlord shall hold the Deposit as stakeholder and may use it to discharge any non payment of Rent or any liability incurred as a result of a breach by the Tenant of its obligations under this agreement.
- 11.2 The Landlord shall, subject to clause 11.1, return the Deposit or the balance remaining to the Tenant after the end of the Term.

12. Guarantee and indemnity

- 12.1 The Guarantor (if defined) guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
- 12.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 12.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.
- 12.3 The liability of the Guarantor under clause 12.1 and clause 12.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.
- 12.4 The Liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 12.4.1 any time or indulgence granted by the Landlord and Tenant;
 - 12.4.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;
 - 12.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or
 - 12.4.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit.

13. No implied rights

- 13.1 Section 62 of the Law of Property Act 1925 shall not apply to this agreement and the only rights granted to the Tenant are those (if any) expressly set out in this agreement.
- 13.2 The Tenant shall not be entitled to a right of access of light or air or any other easement or right which would restrict or interfere with the alteration, development, extension, repair or use of the Building or any adjoining property and any such enjoyment by the Tenant shall be with the Landlord's consent.

**Schedule 1
Rights granted**

The Tenant may, in common with the other tenants and occupiers of the Building, use the entrance hall, lift, staircases, passages and any other common parts of the Building in connection with the Tenant's use and enjoyment of the Premises.

**Schedule 2
Lawful Occupiers**

<i>Name</i>	<i>Date of birth</i>	<i>Document(s) checked</i>	<i>Date checked</i>	<i>Immigration status</i>
[NAME]	[DOB]	[ID TYPE]	[DATE]	[RIGHT TO RENT]

**Schedule 3
Special Conditions**

These Special Conditions will apply to this common law tenancy and is applicable to the Tenant and any of their visitors either in the Property or at Wingfield House.

1. Common Areas

- 1.1. The Tenant will have access to the common areas of Wingfield House that can be used by all of the occupants of Wingfield House via fob access, the fob will be provided to the Tenant at the Commencement Date.
- 1.2. The Common Area include (with the opening times):
 - 1.2.1. Bike Store - Accessed via the side entrance on All Saints Street. Bikes are stored at their own risk.
 - 1.2.2. Gym - Accessed by use of fobs. The Agent has no liability for injury form Gy m usage, and the Gym is used at the students ow n risk. The gym is only to be used by tenants of Wingfield House. The Gy m will be open between the hours of 06.00am - 10.30pm. These hours are subject to change at the management's discretion.
 - 1.2.3. Lounge Area - This is a relaxed informal area. Any behaviour considered aggressive or drunken, the Agent reserves the right to remove anyone from the building and give the Tenant an immediate written warning.
 - 1.2.4. Yoga Room – Us age is on grant of access by the concierge/security. This room is only to be used by Tenants of Wingfield House.
 - 1.2.5. Club and Cinema Rooms will be open between the hours of 06.30am - 10.30pm. These hours are subject to change at the management's discretion.
 - 1.2.6. The Ground Floor Social Room will be open between the hours of 06.30am- 10.30pm. These hours are subject to change at the management's discretion.
 - 1.2.7. If any of the Communal Areas are left in in a bad state of repair, including but not limited to being covered in rubbish and broken contents of the communal area, that specific common area will be closed for one week at the Agent's discretion.
 - 1.2.8. If the Tenant is found to have caused any damage to the Communal Area's they will be held liable for the cost of repairs, which will be deducted from the Deposit.

2. Code of Conduct

- 2.1.1. The Tenant will conduct themselves with a respectful behaviour for all occupants and visitors at Wingfield House.
- 2.1.2. The Tenant will not allow or cause any loud noise between the hours of 11pm-8am.
- 2.1.3. If the Tenant disobeys any of the rules set out in Paragraph 3 below, they will be given two written warnings and should the Tenant continue to disregard the rules they will be asked to leave in 24 hours and will lose their deposit.

3. Wingfield House Rules

- 3.1. No going into forbidden areas or entering the communal areas outside of opening hours.
- 3.2. The Tenant is expected to leave the communal areas tidy after use. They are responsible for putting litter in the bin and keeping the area nice for others.
- 3.3. The Tenant is not allowed to destroy any content of the communal areas and will lose their deposit if they do so.
- 3.4. The Tenant is not allowed to make loud noise between 11pm and 8am.
- 3.5. The Student is expected to treat all staff as well as all other occupants of Wingfield House with respect.

4. Pets

- 4.1. Please note that Wingfield House operates under its own tenancy agreement and accommodation policies. In accordance with the terms of your tenancy agreement, pets are not permitted within the building, studios, or communal areas.
- 4.2. This policy is in place to ensure the health, safety, welfare, and comfort of all residents, including those with allergies, phobias, or other sensitivities, as well as to maintain the condition of the accommodation.
- 4.3. The only exception to this policy is for recognised assistance animals, where appropriate evidence and documentation have been provided and approved in advance by management. Residents requiring an assistance animal are encouraged to contact the Accommodation Team to discuss their individual circumstances.
- 4.4. Any unauthorised pets found within the accommodation may be considered a breach of the tenancy agreement and may result in further action being taken in accordance with the terms of the tenancy.

If you have any questions regarding this policy, please contact the Accommodation Team.

BY EACH PARTY

Signed by **MEADWAY STUDENT
ACCOMMODATION LTD**

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Signed by **[TENANT]**

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SAMPLE