Unite Students ID: []

[Date]



[Address]

0800 783 4213

http://www.unite-students.com

[Name & Address]

Accommodation at []

Dear [],

Thanks for your recent application for accommodation at Unite Students – you've made a great choice!

We're delighted you've chosen to stay with us and we're really pleased to be able to confirm that we've reserved a room for you.

There's quite a lot of detail in this pack because we always think it's important that you know what you're signing up to, so make sure you have a good read through all the information.

Included in this pack, you'll find the following:

Your Tenancy Letter

We need this to confirm the room booking and we'll need you and your Guarantor to sign this and for it to be witnessed. Also included in the Tenancy Letter is:

Your Payment Schedule

This tells you when your rent is due to be paid, and how much will need to be paid.

Direct Debit Instruction Form

If you haven't already provided payment details at the time of booking, you'll need to complete this form. However; if you do not have a UK bank account, please call our Contact Centre Advisors on 0800 783 4213 to provide your debit / credit card details.

The Tenancy Terms and Conditions attached to the Tenancy Letter tell you what you can expect from us and some of the things we need from you in return.

If you have any questions when you're completing this pack or you'd like some advice or help from us, give one of our Contact Centre Advisors a call on 0800 783 4213.

The most important bit...

Rooms at Unite Students are really popular, so we're only able to hold your room booking for a short period of time. To confirm your booking, you should return to us the Tenancy Letter, signed by you and your Guarantor and this be witnessed no later than [].

If we haven't received your documents and payment details by then, we'll need to offer your room to someone else, so make

sure you don't miss out. Please read on for details of what you need to do...





- 1. Check the details on the Tenancy Letter and read through our Tenancy Terms and Conditions, this is what you're signing up to.
- 2. Sign the 'Tenant' section of the Tenancy Letter
- 3. Your Guarantor also needs to sign the Tenancy Letter
 - Your Guarantor must be over 18 years of age
 - and must not be resident in a Unite Students Property
- 4. Ask someone you know (but not your Guarantor) to witness you signing the Tenancy Letter. The witness must:
 - be over 18 years of age
 - Must NOT be a family member
 - Write their full name and address and sign in the spaces provided.
- 5. The same person or another (but not you) must also witness your Guarantor's signature
- 6. Complete a Direct Debit Instruction form (unless payment details were supplied at point of booking)

Please ensure that you send us each of the items set out below:		
Your Tenancy Letter, signed by you, your Guarantor and witnessed		
1 Recent Passport Sized Photo		
Your Completed Direct Debit Instruction (Where applicable)		
All you need to do now, is post the documents back to us at the following address:		
Unite Students Tenancy Returns		
[]		
Make sure you put enough postage on the documents - otherwise we might not receive them in time.		





What happens next?

- 1. Check your email account. We'll email you as soon as we've received your documents and providing everything we need is there, we'll confirm your room booking.
- If you currently live outside the UK or you have decided to pay all your rent using a Credit or Debit Card not issued in the UK, please make contact with your bank to let them know the payment amounts and the dates the payments are due to be collected.

If you have any questions, just pick up the phone to one of our Contact Centre advisors on 0800 783 4213



Tenancy Letter

Tenant's Current Address Guarantor's Full Name Guarantor's Address

[]



[date]			
[name & Address]			
Dear [],			
Thank you for your recent application for accommoda	tion.		
Below you will find confirmation of the accommodation. As long as the Tenancy Letter is returned to us, signed by you and you Guarantor and witnessed, and then signed by us, your Tenancy will start from the date outlined below.			
The Tenancy is subject to the Tenancy Terms and Conditions included in this pack (Edition 9 2012)			
The principal terms of the agreement are as follows:			
Landlord Details			
Landlord			
Landlord's Agent			
Landlord / Agent's Address			
Tenant & Guarantor Details			
Tenant's Full Name			

Accommodation Details	
Property	
Block/Flat/Room Number	

Tenancy Period		
Tenancy Start Date		
Tenancy End Date		

Payment Details	
Utility Fee	
Security Deposit	
Cost Per Week (or part thereof)	
Total Rent Payable	

If you have selected to pay by instalments, please refer to the Payment Schedule enclosed with this document. You can also log on to your personal account page at www.unite-students.com to see the dates payments are due.

PLEASE NOTE: If you make any payment using a credit card, you may be subject to a surcharge of **2%** which will be added to your payment. Please be aware that some international debit cards are also subject to surcharge and the surcharge is subject to change.

INVESTORS کی در سمی IN PEOPLE



Payment Schedule

Unite Students ID	
Booking Code	
Customer Name	
Accommodation Details	

Below you'll find details of the payments you've agreed to make to us, and the method by which you've chosen to pay. You can also access this information via your personal account page at www.unite-students.com

Please check the payment details carefully to ensure you will be able to make the required payments on the due dates. If you have any queries relating to the payment information below, please contact us as soon as possible on (+44) 0117 3027399.

Number of Instalments	
Method of Payment	

Amount Due	Date Due	Amount Due	Date Due

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Special Conditions -

The following special conditions will apply to the Tenancy Agreement:

Under the terms of your tenancy agreement smoking is prohibited in all areas of the Building including, without limitation, the Room, the Flat, the Flat Common Areas and the Building Common Areas. The Tenant shall ensure that all guests of and visitors to the Tenant at the Building shall abide by this Special Condition and if such guests or visitors fail to do so, the Tenant shall be in breach of the Tenancy Agreement..

- 1. Unless you have already collected the keys to your accommodation, you may cancel your booking by writing or sending an email to us at unitecontactcentre@unite-students.com, at any time during the 14 days after we send you an e-mail confirming your booking is complete (the "14 Day Cooling-Off Period"). If you do cancel within this time, an administration fee of £50 will be retained by De Montfort University and the remaining £200 of your security deposit will be refunded back to you by De Montfort University.
- 2. After the tenancy start date, unless you are still within the 14 Day Cooling Off Period and have not collected the keys to your accommodation, you will have to pay all amounts due under your Tenancy Agreement unless a replacement Tenant is found for your Room or you enter into a New Tenancy. If a replacement Tenant is found for your Room, we will release you from your Tenancy Agreement from the start date of the replacement Tenant's new Tenancy Agreement. If you have occupied the Room prior to this, you will be charged £50.00 to cover our costs of preparing the Room for the replacement Tenant. If no replacement Tenant is found for your Room we will retain £200 of your Security Deposit until all amounts due under your Tenancy Agreement have been paid. An administration fee of £50 will be retained by De Montfort University. No refund will be made of the Utility Guarantee Fee (as referred to in the Tenancy Terms and Conditions).

3. No Place, No Pay - Applicable to 1st year students only

If you are a prospective first year undergraduate student and your offer of a place at your preferred University / Higher Education Institution is withdrawn by the University / Higher Education Institution as a result of you not achieving their required entry grades, you may be eligible to be released from this agreement.

You may also be eligible to be released from this agreement if you are a prospective first year undergraduate student and you choose to go to a different University because you have exceeded your expected grades.

To apply to be released from this agreement in the circumstances referred to above, you will need to supply us with a copy of:

- a written rejection letter from your chosen university /college or UCAS or a screen shot of your UCAS status which confirms that the required results were not achieved; or
- a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within 7 calendar days from the date your results are published. Please email the documentation to <u>unitecontactcentre@unite-students.com</u>. On receipt of the required <u>documentation it will be verified and provided we are satisfied, we will cancel your agreement and £200</u> of your security deposit will be refunded to you by De Montfort University. An administration fee of £50 will be retained by De Montfort University.



As long as this letter is signed by you and your Guarantor (both in the presence of a witness, who should add his/her signature, name, address) and is returned to and received by us by [], together with payment of the Security Deposit (if not already paid), we will also sign this letter, which will then, together with the Tenancy Terms and Conditions will form the Tenancy Agreement.

We will e-mail you confirmation that the Tenancy Agreement has been completed and if you or your Guarantor request, we will send you a copy of the completed Agreement.

THE ATTENTION OF THE TENANT IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 4 AND 14 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

Until the Tenancy Agreement is completed, the Landlord reserves the right to withdraw the provisional booking. In particular, the Landlord reserves the right not to complete the Tenancy Agreement if the Tenant is in breach of any other tenancy or other agreement entered into with the Landlord or any other company that is a subsidiary of The UNITE Group plc.

IMPORTANT NOTICE

By signing this letter, the Tenant and the Guarantor will, upon completion of the Tenancy Agreement, create a binding legal contract. If either the Tenant and/or the Guarantor do not fully understand the nature of that contract, it is recommended that they take independent legal advice before signing. IN PARTICULAR, THE ATTENTION OF THE GUARANTOR IS DRAWN TO CLAUSE 13 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

To be completed by the Guarantor

As we have a contractual relationship we consider you to be a customer of Unite Students and therefore will contact you with Unite Students products and services which can assist yourself and the tenant whilst they live with us, including by email. These offers will be from Unite Students and relate to the wellbeing of the student you are responsible for. To unsubscribe from these communications please email enquiries@unite-students.com

Please contact me from time to time with details and special offers about products and services that may be of interest to me from selected partner organisations, including by email. Please tick:

Tenant and Witness - Complete section below:-

Tenant Name: Date:			
Witness Name: Witness Address:	Witness Signature: (witness must be over the age of 18 and not a family member)		
Guarantor and Witness - Complete section below			
Guarantor Name: Date: Date:			
Witness Name: Witness Address:	Witness Signature: (witness must be over the age of 18 and not a family member)		
To be completed by Landlord:-			
Full Name	Signature: Date Signed		

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TENANCY TERMS AND CONDITIONS (Edition 9 2012)

1 DEFINITIONS AND INTERPRETATION

- 1.1. In these Tenancy Terms and Conditions:
- "Accommodation Fee" means the total of those amounts referred to in the Payment Schedule;
- "Building Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store and any other common areas in the Building provided for the benefit of all tenants;
- "Building" means the building or buildings where the Room, Flat, Flat Common Areas and the Building Common Areas are situated;
- "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;
- "Customer" means the Tenant or the Guarantor in the particular context of the DPA;
- "DPA" means the Data Protection Act 1998;
- "Flat" means the flat referred to in the Tenancy Letter, including its Contents, but excluding the Service Media in the Flat:
- "Flat Common Areas" means the Flat, other than the Room and other rooms within the Flat occupied exclusively by other tenants of the Flat;
- "Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996):
- "Payment Schedule" means the schedule setting out the amounts and the dates on which the Accommodation Fee must be made:
- "Personal Data" means data which relates to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into possession of the Landlord and includes any expression of opinion about the Customer and any indication of the intentions of the Landlord or any other person in respect of the Customer;
- "Regulations" means such regulations, including, but not limited to those set out in the Appendix to these Tenancy Terms and Conditions, as we may make for the purpose of ensuring the safety, security, cleanliness and good management of the Building, any part of it, or the comfort or convenience of the tenants of rooms or flats in the Building, or the efficient or economical performance by us of our obligations under the Tenancy Agreement;
- "Rent" means the Accommodation Fee, less the Utility Guarantee Fee, as set out in the Payment Details;
- "Room" means the Room as referred to in the Tenancy Letter including its Contents, but excluding the Service Media within the Room;
- "Security Deposit" means the sum of £250.00;
- "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;
- "Tenancy Agreement" means the tenancy agreement constituted by the Tenancy Letter, the Payment Schedule and these Tenancy

Terms and Conditions;

- "Tenancy Letter" means the tenancy letter addressed to the Tenant which is enclosed with or attached to these Tenancy Terms and Conditions:
- "Tenancy Period" means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date.;

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"Utility Guarantee Fee" means the sum of £250.





- 1.2. Unless set out to the contrary above, all terms defined in the Tenancy Letter shall have the same meanings given to them in these Tenancy Terms and Conditions.
- 1.3. The expression "Landlord" includes any 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 can be enforced against them both or as separate individuals.
- 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. If when this Tenancy Agreement is signed 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.

2 THE LETTING

- 2.1. We let the Room to you for the Tenancy Period subject to 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 Building (including all other persons from time to time duly authorised by us):
- 2.2.1. the right to use the Building Common Areas and the Flat Common Areas, including the right to come and go to and from the Room over such of the Building 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 reserve for ourselves and all those authorised by us the following rights over the Room:
- 2.3.1. the right (for us and those authorised by us) to enter the Room and the Flat on reasonable written notice (except in an emergency) for any purpose mentioned in these Tenancy Terms and Conditions; and
- 2.3.2. 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 Utility Guarantee Fee is included in the first instalment payment of the Accommodation Fee and guarantees that there will be no increase in the cost of the Room as a result of any increase in the prices of utilities (such as electricity and water costs).
- 2.5. It is a condition of this Tenancy Agreement that you remain a student in full time education throughout the Tenancy Period; that you are not in breach of any previous tenancy agreement or any other agreement with us or any other company which is a subsidiary of The UNITE Group plc; and you have no unspent criminal convictions. If you breach this condition you will be in breach of the Tenancy Agreement, although such a breach will not allow you to avoid liability under the Tenancy Agreement. Similarly, if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity in entering into this Tenancy Agreement or in making any payment due under this Tenancy Agreement, you will be in breach of its terms.
- 2.6. If you breach any of these Tenancy Terms and Conditions, we reserve the right to (and you agree 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.

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3. OUR OBLIGATIONS

- 3.1. We agree with you that if you pay the Rent and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Tenancy Period 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), we will:
- 3.1.1. maintain and repair the structure of the Building including the window frames and window glass:
- 3.1.2. maintain, repair, decorate and provide adequate heating and lighting to the Building Common Areas and the Flat Common Areas; and to clean the Building Common Areas;
- 3.1.3. maintain all Service Media serving the Flat, the Building Common Areas and the Flat Common Areas;
- 3.1.4. provide a supply of hot and cold water, heating and electrical power to the Flat;
- 3.1.5. provide security facilities for the Building; and
- 3.1.6. provide and maintain equipment in the Building Common Areas and the Flat Common Areas.
- 3.2. We reserve the right during the Tenancy Period to move 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 or if we consider it necessary or desirable to avoid difficulties between tenants or for the better management of the Building PROVIDED THAT:
- 3.2.1. you are given reasonable notice;
- 3.2.2. the alternative accommodation is of 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.
- 3.3. We will accept delivery of parcels and mail addressed to you at the Building in accordance with our Parcel Delivery Service Terms and Conditions (as published on the http://www.unite-students.com website), which you accept by entering into this Tenancy Agreement unless you let us know otherwise. 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 OBLIGATIONS

- 4.1. You agree to:
- 4.1.1. accept the Room, Flat, Building Common Areas, Flat Common Areas and the Building as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used from the Tenancy Start Date unless you let us know in writing of any defects in the condition and repair within 48 hours of you moving into the Room (which means when you collect the keys for the Room);
- 4.1.2. accept that all the Contents are present in the Room and Flat unless you let us know in writing that items are missing from the inventory within 48 hours of moving into the Room;
- 4.1.3. provide us with a certificate of exemption for council tax or, if you are not entitled to such a certificate, you will be responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption. You also agree to reimburse us for all other taxes, charges, duties, outgoings or assessments which are payable during the Tenancy Period relating to the Room and/or your use of the Room or any other part of the Building, including television licence fees, charges for the use of a telephone (if any) in the Flat or Room and rental or other recurring charges during the Tenancy Period;
- 4.1.4. comply with any Regulations which we may notify you of in writing from time to time (including but not limited to those set out in the Appendix to these Tenancy Terms and Conditions, if applicable), but if there is any conflict between these Tenancy Terms and Conditions and those Regulations, these Tenancy Terms and Conditions will apply; and
- 4.1.5. report any accident or incident in or around the Building to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by us, you agree to complete an incident or accident form and return it to us.

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5. ACCOUNT PAYMENTS

- 5.1. You agree to pay the Rent and all other payments included in the Payment Schedule on the dates set out in that schedule to us (or to whosoever we shall direct). You will not off-set any amounts against the Rent or any other amounts due.
- 5.2. Anybody who makes payments on your behalf towards Rent or other amounts due from by you under this Tenancy Agreement does so as your agent. Where applicable, funds will only be returned to the Tenant following the end of the Tenancy Period except for the deposit which will be refunded to the person who originally paid it (unless this is no longer possible in which case payment will be made to you).
- 5.3. It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates.

6. ARREARS

- 6.1. If payment of the Rent or any other amount due from you under this Tenancy Agreement is late, you agree to pay interest at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly.
- 6.2. You agree to pay us (or to whosoever we shall direct), an administration fee of £25 plus VAT for each letter we send you in respect of late payment of Rent or any other amount you owe under the terms of the Tenancy Agreement.
- 6.3. If payment of the Rent or any other money due from you under this Tenancy Agreement is late we reserve the right to:
- 6.3.1. remove any promotional discounts relating to your Tenancy Agreement;
- 6.3.2. remove internet access whilst your account is in arrears and to charge you such amount as the Landlord may incur in having the service reconnected once the account balance is cleared:
- 6.3.3. refer your account to a debt collection agency and charge you all reasonable and proper costs and expenses (including legal costs) and any VAT thereon incurred by us in order to recover outstanding Rent or other monies unpaid by you; and
- 6.3.4. enter the Flat Common Areas (with reasonable written notice) to discuss arrears with you.

7. TRANSFER OF TENANCY

- 7.1. You agree that you will not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining our written consent, which we will not unreasonably withhold. However, we may as a condition of the proposed transfer:
- 7.1.1. charge you an administration fee of £50:
- 7.1.2. require you and your Guarantor to enter into a guarantee of the incoming tenant's obligations under the Tenancy Agreement (but only for such time as the incoming tenant remains the tenant under the Tenancy Agreement) in a form reasonably required by us;
- 7.1.3. if it is reasonable to do so, require the incoming tenant to provide a guarantor of his/her own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and
- 7.1.4. require the incoming tenant to enter into an agreement with us which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.
- 7.2. You will not sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.





8. YOUR OBLIGATIONS TO MAINTAIN THE ROOM/FLAT

- 8.1. You agree that you will:
- 8.1.1. maintain the Room and, with the other tenants of the Flat, the Flat Common Areas in at least as good repair and decorative order and clean condition as they are in at the Tenancy Start Date (except for damage by accidental fire and water from the Service Media):
- 8.1.2. maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (the inventory we provide you on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted on the inventory in accordance with Clause 4.1.2);
- 8.1.3. not remove any of the Contents from the Room or the Flat Common Areas;
- 8.1.4. occupy the Room personally for residential purposes only;
- 8.1.5. promptly notify us of any damage or defect in the Room and/or the Contents and/or the Flat and/or the Building; and
- 8.1.6. operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which are not supplied by us comply with all relevant standards and regulations.
- 8.2. You also agree to pay us a fair and reasonable proportion, as determined by us acting reasonably, of any costs we incur in repairing any damage to the Room or the Flat and/or in replacing any of the Contents of the Room/Flat, which damage is caused by you or your failure to observe and comply with your obligations under this Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any such damage or replacing any such Contents shall be apportioned as if:
- 8.2.1. you caused the damage to the Room (or the Contents of the Room); and
- 8.2.2. all the tenants of the Flat caused the damage to the shared facilities or Contents in the Flat Common Areas.

9. TENANT CONDUCT

- 9.1. You agree that you will occupy the Room/Flat for personal residential purposes only and that you will not:
- 9.1.1. sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances; or
- 9.1.2. carry on any profession, trade or business whatsoever in the Room or the Flat.
- 9.2. You also agree that you will not use the Room, the Flat or the Building for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Building, any adjoining premises or to us. In particular, you will not:
- 9.2.1. smoke in the Building;
- 9.2.2. cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Areas can be heard outside the Flat Common Areas:
- 9.2.3. keep or use drugs, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971);
- 9.2.4. keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat or Building;
- 9.2.5. harass, threaten or assault any other tenants of the Building or their guests or any of our employees or any other person;
- 9.2.6. tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) and to vacate the Building (and to ensure that any visitors you have also vacate the Building), immediately whenever the fire alarm is sounded;
- 9.2.7. use designated fire escapes except for the purposes of emergency escape;







- 9.2.8. obstruct any means of access within the Building;
- 9.2.9. keep, store or use any gas or oil heater or other fuel burning appliance in the Building, including candles;
- 9.2.10. keep any animal, bird, insect or reptile in the Room, the Flat Common Areas or the Building Common Areas;
- 9.2.11. damage or leave in a dirty or untidy state any parts of the Building;
- 9.2.12. alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building;
- 9.2.13. fix anything to the interior of the Room or the Flat Common Areas in any manner which may damage the structure or decoration of the Room or the Flat Common Areas or place anything outside the windows of the Room or the Flat Common Areas;
- 9.2.14. erect any external wireless or television aerial or satellite dish; and
- 9.2.15. do anything in the Room, the Building Common Areas or the Flat Common Areas which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force;
- 9.3. You also agree that you will allow us (and those authorised by us), with reasonable written notice (except in cases of emergency), to enter the Room and Flat at reasonable times (causing as little inconvenience as possible), to:
- 9.3.1. inspect its condition;
- 9.3.2. carry out viewings of the Room and/or Flat with prospective tenants or purchasers of the Building;
- 9.3.3. carry out any necessary repairs or alterations to the Room and/or Flat and/or Building; and
- 9.3.4. maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room
- 9.4. You will also make sure that any guests/visitors you may have to the Building comply with the provisions of this Clause 9 and you agree that you will be responsible for the conduct of such guests/ visitors and will be in breach of these Tenancy Terms and Conditions if they fail to comply with the provisions of this Clause 9.

10.WHEN YOU LEAVE

- 10.1. You agree to:
- 10.1.1. return the Room, the Contents and the key to the Room/Flat/Building to us at the end of the Tenancy Agreement (however and whenever it ends), in the same condition as recorded on the inventory and, by no later than 10am on the date the Tenancy Agreement ends, clear all your belongings from the Room and the Flat Common Areas, failing which we shall be under no duty of care towards your belongings and will be free to dispose of them as we think fit without any liability to you;
- 10.1.2. make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose; and
- 10.1.3. pay all reasonable and proper costs and expenses (including legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations under the Tenancy Agreement.





11. YOUR SECURITY DEPOSIT

- 11.1. You agree to pay to us the Security Deposit as security for the performance of your obligations under the Tenancy Agreement.
- 11.2. At the end of the Tenancy Period, you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Security Deposit. However, we reserve the right to give you notice of our intention to draw on the Security Deposit at any time in payment of any sums due from or spent on behalf of you under the Tenancy Agreement. Where applicable, the Security Deposit, or the relevant amount of the Security Deposit, will be returned to the Tenant following the end of the Tenancy Period.
- 11.3. For avoidance of doubt, any Security Deposit paid to any Landlord member of The UNITE Group may be used towards any outstanding charge or debt on any other booking with Unite Students for any Academic Year.
- 11.4. You will not off-set the Security Deposit against any payment of Rent or other sums due to us under the Tenancy.
- 11.5. We agree that the Security Deposit shall be protected by "My Deposits" in accordance with the rules of the Tenancy Deposit Protection Scheme. Confirmation that your Security Deposit has been protected will be sent to you within the required timescale.

12. AGREEMENTS AND DECLARATIONS

- 12.1. It is agreed between you and us that if:
- 12.1.1. the whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
- 12.1.2. there has been a breach, non-performance or non-observance of your obligations; or
- 12.1.3. any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply
- 12.1.4. then we may apply for a Court Order stating that we shall repossess the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either you or we may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.
- 12.1.5. If the Room, Flat and/or Building are destroyed, or are otherwise damaged so as to make the Room and/or Flat incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

13. GUARANTEE

- 13.1. The Guarantor will make sure that you pay the Rent and perform and observe your obligations under the Tenancy Agreement. If you do not pay the Rent and/or perform and observe your obligations, the Guarantor will do so instead and the Guarantor will reimburse us for any losses, damages, costs and expenses suffered by or incurred by us as a result. We are under no obligation to bring any claims against you before bringing any action against the Guarantor.
- 13.2. If you surrender this Tenancy Agreement, but enter into a new tenancy agreement with us (or any other company which is a subsidiary of The UNITE Group plc) for a tenancy period which is the same as the Tenancy Period (less any period of the Tenancy Period that has already passed), and at an aggregate accommodation fee (exclusive of any administration charge payable), no higher than the Accommodation Fee (less any amount of the Accommodation Fee that has already been paid or become due), and otherwise on terms and conditions the same as these Tenancy Terms and Conditions (the "New Tenancy Agreement"), then the Guarantor shall guarantee your obligations under the New Tenancy Agreement on the same basis as the obligations are guaranteed under this Tenancy Agreement without the need for the Guarantor to execute the New Tenancy Agreement.

14. DATA PROTECTION

14.1. The UNITE Group complies with the DPA. As part of this, the Information Commissioner has been notified of all Personal Data held by us.

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14.2. We are committed to ensuring that all information entrusted to us by our partners, suppliers, customers and staff is protected in accordance with its level of confidentiality and sensitivity and associated risks. The collection of Personal Data will certain and you and your Guarantor will be offered the opportunity to opt out of any processing which is not necessary for the co service which you requested.



- 14.3. You hereby authorise Unite Students to disclose your Personal Data to Law Enforcement, Universities, Guarantors, Family Members and specified third parties.
- 14.4. We reserve the right to disclose your Personal Data to assist in the prevention of crime or to protect the vital interests of a Customer or employee.

15. SEVERABILITY

15.1. If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

16. NOTICES

16.1. As required by Section 48 of the Landlord and Tenant Act 1987 you are hereby notified that you may serve notices (including notices in proceedings) on us by you at the following address:

The UNITE Group plc The Core 40 St Thomas Street Bristol BS1 6JX

The addresses for service of notices on you and/or the Guarantor are the addresses of those parties as set in the Tenancy Letter.

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