

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

at

[INSERT ADDRESS OF PROPERTY]

Important Notes for Tenants

- This tenancy agreement is a legally binding contract and the Tenant is strongly advised to seek independent legal advice before signing.
- On signing this Agreement the Tenant(s) will become immediately liable for payment of the rent for the entire agreed term.
- The Agreement does not contain a cooling off period.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and severally.
- Where the tenancy is subject to deposit protection then joint tenants will be required to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider. Information relating to the Tenancy Deposit Scheme shall be provided to the Tenant within 30 days of receipt of deposit.
- The deposit is held by an independent agency and is paid back to the Tenant, minus any amounts owed due to dilapidation or remedial work required, at the end of the agreement Term upon receipt of a satisfactory inspection by the Landlord at the end of the tenancy.
- Tenants are NOT permitted to keep pets or other living creatures that may cause damage to the Property or annoyance to neighbours of the Property without the Landlord's written consent.
- If the Tenant loses full time student status during the Term of the agreement, the Tenant must notify the Landlord in writing within 7 (seven) days of such status change.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured short hold tenancy within the meaning of the Housing Acts

PARTICULARS

Date	
Landlord(s)	<<LNAME>>
Landlord's contact details	<p>Address: <<LADD1>> <<LADD2>> <<LADD3>> <<LPSTCD>></p> <p>Tel: 02476158158 Email: enquiries@futurelets.co.uk</p> <p><i>Note: Under S48, Landlord and Tenant Act 1987 notices must be served on the Landlord at the above address</i></p>
Tenant(s)	<<TYAGNAME>>
Tenant(s) contact details	<p>Reference <<TYCODE>> Address</p> <p>Tel: <<TYTELMOBL>> E-mail: <<TYE-MAIL>></p>
Property	<p>means <<PADD1>>, <<PADD2>>, <<PADD3>>, <<PPSTCD>> consisting of a bedroom within the property and all internal and external communal areas at the above named address.</p>
Term	Commencing on <<START>> and terminating at 12 noon on <<END>> (the "Expiry Date")
Rent	<p>£ for the whole term of tenancy Paid by the Tenant to the Landlord in accordance with the relevant Payment Plan.</p>
Payment Days	<p>Payment Plan A [applies/does not apply] [DELETE AS APPROPRIATE]</p> <p>£ Due on , £ Due on ; £ Due on , £ Due on , £ Due on , £ Due on</p> <p>Payment Plan B* [applies/does not apply] [DELETE AS APPROPRIATE]</p>

	<p>£ Due on ,</p> <p>£ Due on ;</p> <p>* Payment Plan B applies where a Guarantor Agreement is not entered into in relation to the respective Tenant. Payment is to be made in advance by two instalments over the whole term of tenancy. First instalment is for six months, with remainder payable at six months following commencement of term</p> <p>Rent payments are required in full on the date of this Agreement for tenancies equal to or less than six months</p>
Utilities	The Rent [includes] [excludes] the consumption of gas, electricity and water (" Utilities ")
Deposit	means a deposit of £<<TYDEPFULL>> payable within 7 days of receipt of this Agreement by email.
Retainer Period	Provisions of the Schedule [apply] [do not apply] DELETE AS APPROPRIATE in the event that the provisions of the schedule apply Retainer Period means the period from [] and expiring on []. Payment of the Licence Fee specified at paragraph 3.1 of the Schedule enables a student to store their possessions in the Property but not reside in the Property during this Retainer Period.
Holding Deposit	The Holding Deposit of £65.00 paid prior to entering into this tenancy shall be held in accordance with Schedule 2 of the Tenant Fees Act 2019 and shall be applied towards the first payment of rent due under the terms of this tenancy.

1. DEFINITIONS

In this Agreement the following words shall have the following meanings:

Bank of England Base Rate means the percentage rate announced from time to time by the Monetary Policy Committee of the Bank of England as the official dealing rate, being the rate at which the Bank is willing to enter into transactions for providing short term liquidity in the money markets or, where an order under section 19 of the Bank of England Act 1998 is in force, any equivalent percentage rate determined by the Treasury under that section.

Contents means the furniture, furnishings, fixtures and other items set out specifically in the inventory provided at the property by or on behalf of the Landlord, including but not limited to that property expressly listed on a relevant inventory list provided by the Landlord.

Landlord's Agent means The Futurelets Limited (company no. 02409655) of Coventry University, Charles Ward 145, Priory Street, Coventry CV1 5FB or such other person or company engaged by the Landlord to let or manage the Property.

Guarantor(s) means the person(s) who undertake to guarantee performance of a respective Tenant(s) obligations under this Tenancy in accordance with the terms of the Guarantor Agreement

Guarantor Agreement means the agreement between the Guarantor and the Landlord

HA 1988 means Housing Act 1988

HA 2004 means Housing Act 2004

Interest Rate means the rate of 3% above the Bank of England Base Rate

Personal Items	means personal items belonging to the Tenant brought into the Property at and since commencement of the Tenancy;
Regulations	Coventry University's General Regulations which can be found at www.coventry.ac.uk or a hard copy obtained from your faculty
Working Day	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2. INTERPRETATION

- 2.1. Wherever the context so admits, the expression "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;
- 2.2. The Property includes:
 - 2.2.1. all additions and improvements to the Property;
 - 2.2.2. all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property;
- 2.3. Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa;
- 2.4. References in this Agreement to any clause, sub-clause or schedule without further designation shall be construed as a reference to the clause, sub-clause or schedule to this Agreement so numbered;
- 2.5. The clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 2.6. If there shall be more than one party included in the expression "Tenant" or "Guarantor" the covenants by them shall be joint and several.
- 2.7. The Particulars form part of this Lease and the words and expressions set out in the Particulars are to be treated as defined terms in this Lease

3. AGREEMENT TO LET

- 3.1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as stated above;
- 3.2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any normal rent due under this Agreement. It is further specifically agreed that the deposit can be used by the Landlord for payment of any rent arrears and or any other costs as a result of the Tenants breach of their obligations under the Agreement. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.
- 3.3. Unless otherwise specified in this agreement, each Tenant has the right to occupy one unallocated bedroom within the Property and not a specific bedroom together with shared use of the common areas of the Property.

- 3.4. The holder of the Deposit, paid by the Tenant in accordance with 3.2 above will register the Deposit to the Nominated Tenancy Deposit Scheme (as defined in section 212(2) of the HA 2004) within 30 days of the taking of the Deposit whichever is earlier and provide the Prescribed Information (as defined in section 213(5) of the HA 2004) to the Tenant.

A leaflet entitled *What is the Tenancy Deposit Scheme?* explaining how the Deposit is protected by the HA 2004, is available at <https://www.gov.uk/tenancy-deposit-protection>.

4. RENT & CHARGES

The Tenant agrees:

- 4.1. The Tenant agrees to pay the Rent to the Landlord on the days specified in the Particulars. The Rent shall be paid by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant. The Holding Deposit shall be applied to the first payment of Rent due.
- 4.2. All amounts due under this Agreement from the Tenant to the Landlord shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction as required by law).
- 4.3. The Tenant shall pay interest at the Interest Rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the day after the rent should have been paid until the date the rent is actually paid.
- 4.4. The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5. Late Payment Procedure**
- 4.5.1. The following procedures will be used if any standing orders are cancelled without the prior written agreement of the Landlord, or if any amount due to the Landlord is overdue by 7 days or more:-
- 4.5.2. 7 days or more after the Rent is due a reminder email will be sent;
- 4.5.3. 14 days or more after the Rent is due a second reminder will be sent to the Tenant Guarantor(s) and the Landlord by email and, in addition, a letter sent by post to the Guarantor(s) and Tenant(s);
- 4.5.4. 15 days or more after the rent is due, a third reminder is sent to all recipients by email and, in addition, a letter is sent by post to the Guarantor(s) and Tenant;
- 4.5.5. 28 days or more after the Rent is due, a final reminder together with a notice of intent of the issue of court proceedings will be sent to all Tenant Guarantor(s) and Landlord by email and, in addition, a letter will be sent by post to the Guarantor(s) and Tenant at both their current and permanent (if different from current) addresses;
- 4.5.6. The Landlord reserves the right to recover from the Tenant all legal costs that are incurred during the process of recovering outstanding rent which the Courts consider reasonable and due,

5. UTILITIES AND OUTGOINGS

- 5.1. The Tenant is liable for and must pay;
- 5.1.1. the Council tax, or any tax replacing it, payable in respect of the Property or otherwise to provide to the Landlord upon request certificates of full time student status for presentation to the Council. (The Tenant grants permission to the Landlord to provide the Council with a copy and/or details of this certificate of study and the tenancy agreement)

- 5.1.2. all sums incurred by the Landlord in respect of Council tax which (during the tenancy) the Landlord becomes obliged to pay as a consequence of the tenancy.
- 5.1.3. where the Rent is not inclusive of Utilities all charges for gas, electricity, water and sewerage services, telephone, cable or satellite televisions (if the Property has these) used by the Tenant at the Property
- 5.1.4. all costs associated with reconnecting or resuming the utility services if the Tenant allows either by default of payment or specific instructions the utility or other services to be cut off
- 5.1.5. for a television licence for the Property if a licence is required

Provided that if any costs in this clause are payable in relation to the Property together the Tenant shall pay to the Landlord a fair proportion of all those costs to be determined by the Landlord.

- 5.2. Where the rent includes the consumption of Utilities this is subject to a reasonable consumption of Utilities by the Tenant. If the consumption of Utilities exceeds reasonable levels the Landlord reserves the right to recharge a proportion of such Utilities to the Tenant.
- 5.3. The Tenant shall not change any service supplier or change the type of meters installed at the Property without the written permission of the Landlord.
- 5.4. Where the Rent is not inclusive of Utilities the Tenant must ensure that all accounts issued by the relevant authorities or utility suppliers, including but not limited to gas, electricity, water, television, Internet, sky or cable are issued to and made out in the name of the Tenant for the duration of this Agreement.

6. USE OF THE PROPERTY

6.1. The Tenant agrees with the Landlord;

- 6.1.1. To use the Property as a single private dwelling and not to use, cause, allow or permit it or any part of it to be used for any other purpose;
- 6.1.2. Not to receive paying guests or carry on or permit cause or allow to be carried on any business, trade or profession on or from the Property;
- 6.1.3. Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises;
- 6.1.4. Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord;
- 6.1.5. Not to use the Property for any illegal or immoral purposes or cause allow or permit such use;
- 6.1.6. Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached;
- 6.1.7. Not to smoke in the property any substance of any kind;
- 6.1.8. To notify the Landlord and the Landlord immediately if the immigration status of the Tenant changes.
- 6.1.9. To comply with Coventry University's anti-social behavior policy, a copy of which can be found at www.coventry.ac.uk

7. ASSIGNMENT OR SUBLETTING

- 7.1. The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property unless they cease to be a full time student at Coventry University and secure prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 7.2. The Tenant is required to pay the Landlord's reasonable costs incurred in making any change to the tenancy, when requested by the Tenant, including any assignment or other change permitted by clause 7.1.
- 7.3. For the avoidance of doubt, replacement of any Tenant shall only be deemed to have occurred once the incoming tenant signs a tenancy agreement, pays the next installment of Rent and Deposit and moves into the Property in accordance with the Landlord's requirements. The Tenant and any remaining tenants of the Property should request confirmation in writing from either the Landlord that all of the conditions for replacement have been satisfied and that the outgoing Tenant has been successfully replaced.
- 7.4. **Subject to the terms of this agreement, unless and until a replacement Tenant has been formalized as stated in clause 7.3, the proposed outgoing tenant and remaining tenants shall be liable for the full Rent.**
- 7.5. In the event that the Tenant loses full time student status the Tenant must notify the Landlord in writing within 7 days as this may affect Council tax liability.

8. REPAIRS OBLIGATIONS

- 8.1. The Tenant must not damage the Property and/or Contents or make any alteration or addition to the property without the written consent of the Landlord such consent not to be unreasonably withheld.
- 8.2. The Tenant must keep the interior of the Property in a good state of repair and condition, clean and properly maintained, including the doors, window frames and glass in the windows, doors and skylights, and must replace all broken glass, light bulbs and fuses and the Tenant must carry out in the Property all works of repair that are not the responsibility of the Landlord under this agreement or by statute;
- 8.3. The Tenant must pay and arrange for the removal of all vermin, pests and insects if infestations begins during the Term, woodworm and wood boring insects excepted, unless such infestations occur as a failure of the Landlord to fulfill its repair obligations.
- 8.4. The Tenant must keep the internal walls decorations and other surfaces including doors and window frames within the Property and otherwise in a good state of decorative condition, must not damage the walls with nails, screws, pins, glue or adhesive putty and must make good any damage so caused by immediate repair and decoration. Any decoration and/or change to the current colour scheme within the Property must be first approved by the Landlord in writing such approval not to be unreasonably withheld;
- 8.5. The Tenant must maintain the Contents and keep them in good condition, must preserve them from damage or destruction and must not remove any of them from the Property and to leave the Contents at the end of the Agreement where they were at the commencement;
- 8.6. For the avoidance of doubt, the Tenant is responsible for all damage caused to the Property. The Tenant must replace or make good, or at the option of the Tenant pay full and proper compensation for, all breakages, damage and deficiencies occurring to the Property or the Contents during the Term, or any period when the Tenant or anyone under his control remains in authorised occupation, except those occurring through reasonable use or any risk against which the Contents are insured by the Landlord unless the policy of insurance has been wholly or partly invalidated by any act or default of the Tenant or anyone under his control;
- 8.7. All non-emergency repair requests made by the Tenant must be sent via email to the Landlord
- 8.8. Where the Tenant requests a repair and on inspection the problem has been caused by the failure on the part of the Tenant, for example drains blocked by the Tenant's waste, the Tenant agrees to bear the reasonable costs of the contractor's visit.

- 8.9. It is the Tenants responsibility to insure all items belonging to the Tenant and/or taken into the Property. The Landlord does not and will not accept liability for any damage or loss to any items belonging to the Tenant howsoever caused;
- 8.10. The Tenant must keep the pipes, sewers, drains, ducts, conduits, gutters and watercourses within or serving the Property free from obstruction and in working order and the lavatories properly cleaned;
- 8.11. The Tenant must keep all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors in good working order, except for installations that are the responsibility of the Landlord pursuant to section 11 of the Landlord and Tenant Act 1985;
- 8.12. To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants;
- 8.13. The Tenant must use the external recycling bins and/or containers and rubbish container, sort all rubbish by its recycling or waste category and place all rubbish and/or waste in the correct container.
- 8.14. The Tenant must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property after 23:00 hours and before 08:00 hours
- 8.15. Where there has been a breach of the Tenant's obligations such breach must be reported to the Landlord by email.

Loss of Keys

- 8.16. The Tenant must report immediately to the Landlord any keys which are lost during the Term and the Tenant must follow the process for replacing the keys which will be provided to them by the Landlord when the loss is reported;
- 8.17. The Tenant must not change the locks or have any additional keys made for locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the Tenant must supply to the Landlord a set of keys in the event of the locks being changed;
- 8.18. All call out for lock outs are subject to a charge equivalent to the reasonable costs incurred by the landlord.
- 8.19. The Tenant must hand over to the Landlord all keys for the Property on the date the Term ends or the end of the Agreement (whichever is the sooner). The Tenant agrees to pay for the reasonable charges incurred by the Landlord in securing the Property against re-entry when keys are not returned by the Tenant;
- 8.20. The Tenant agrees to pay for the reasonable charges incurred by the Landlord including the Landlord's staff time for providing any replacement keys or, where it is reasonable to change the locks or security device as a result of the lost key or security device, the locks to the Property . Alternatively the Tenant may opt to replace any lost keys or other security devices at its own cost including where necessary the instruction of an appropriately certified locksmith.

9. OTHER TENANT RESPONSIBILITIES

- 9.1. Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority;
- 9.2. If the Tenant breaches this agreement or fails to fulfill any of its obligations under this Agreement. The Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligation;
- 9.3. To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord and to allow him access to the property in order to secure it where necessary;

9.4. If the Property is to be left unoccupied for more than 48 hours the Tenant must at their own expense, take all reasonable steps that are necessary or prescribed by the Landlord to protect the water and central heating systems in the Property from damage or frost.

10. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

10.1. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- 10.1.1. to inspect the condition and state of repair of the Property;
- 10.1.2. to carry out the Landlord's obligations under this Agreement;
- 10.1.3. to take gas, electricity or water meter readings;
- 10.1.4. for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- 10.1.5. to show prospective tenants or purchasers around the Property.

10.2. The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

10.3. The Landlord reserves the right to display a "for sale" or "to let" sign on the Property during the Tenancy.

11. CONDUCT

11.1. The Tenant will not do anything which may damage the reputation of and/or prejudice the smooth running of Coventry University and will:

- 11.1.1. abide by the Regulations and this Agreement;
- 11.1.2. comply with all Coventry University health and safety and fire safety guidance and regulations;

12. PAYMENTS FOR A PERIOD OF UNAUTHORISED OCCUPATION

12.1. A period of unauthorised occupation is any period (including any day or part of a day) outside the Term (including any statutory continuation of the Term) during which:

- 12.1.1. The Tenant or anyone under his control remains in occupation of the Property, or leaves any effects or property in the Property; or
- 12.1.2. the keys to the Property have not been returned to the Landlord,

12.2. For any period of unauthorised occupation the Landlord is entitled to claim damages based on the Tenant's use and occupation of the Property.

13. END OF TENANCY

13.1. The Tenant must yield up the Property and the Contents at the end of the Term in the condition required by this agreement.

13.2. The Tenant must make good any state of disrepair or decoration in the Property and must replace or pay for any of the Contents that have been broken, damaged or lost, as provided for by clause 8.6 above. The Landlord may deduct any damages incurred as a result of a breach of this clause from the Deposit.

13.3. The Tenant must wash or dry clean and iron as appropriate, curtains, carpets or similar items comprised in the Contents that have become soiled during the Term, Where a Tenant has surrendered occupation of the Property by delivering up the keys to the Property to the Landlord any personal items remaining at the Property will be deemed to have been intentionally left and will be removed from the Property.

13.4. No liability is accepted by the Landlord for items left in the Property after the Property has been surrendered. Where the Tenant has notified the Landlord that the Property has been or will be surrendered on a specified date but the keys to the Property have not returned on or by that date the specified date will be the date of the surrender for the purpose of liability for items remaining in the Property.

13.5. The Tenant shall provide the Landlord with a forwarding address once the tenancy has come to an end.

14. SAFETY REGULATIONS

14.1. The Tenant shall:

- 14.1.1. keep the Property at all times well aired and warm to avoid buildup of condensation and prevent mildew in accordance with the Landlord's guidance in place from time to time.
- 14.1.2. not block any air bricks or ventilation devices provided in the Property;
- 14.1.3. inform the Landlord of any brown or sooty build up around any gas appliances or any suspected faults within gas appliances;
- 14.1.4. not use any gas appliance which has been declared unsafe or disconnected or where the Tenant has been advised not to use the item;
- 14.1.5. not use any oil stove, paraffin or electric heater or other portable fuel burning appliance at the Property without the Landlord's prior written consent;
- 14.1.6. not keep any motorcycles or bicycles within the Property, unless in outside areas or outside storage;
- 14.1.7. not disable the smoke alarm at the Property, for which the Tenant shall be responsible for its regular maintenance, to include checking the smoke alarm on a weekly basis and replacing batteries as necessary;
- 14.1.8. not smoke cigarettes or any other tobacco or substance in the Property nor permit any visitors to smoke any of these in the Property; and
- 14.1.9. Not light candles, incense sticks or any other naked flames.

15. GUARANTOR'S OBLIGATIONS

15.1. The Tenant acknowledges and accepts that it is a condition to provide a Guarantor in order to enable the Tenant to pay its Rent in accordance with Payment Plan A. Where a Guarantor is not provided the Tenant shall be required to make payment of Rent in accordance with Payment Plan B.

15.2. A Guarantor must guarantee to the Landlord, in the separate Guarantor Agreement provided by the Landlord that the Tenant will pay the Rent payable under this Agreement throughout the Term and perform the Tenant's covenants and if the Tenant should fail to do so the Guarantor will make good to the Landlord on demand all Rent, utility bills, damages and any other costs due under this Agreement and observe or perform the Tenant covenants or terms in respect of which the Tenant is in default to the extent set out in a separate Guarantor Agreement. The Guarantor must sign a separate Guarantor Agreement which must be returned to the Landlord, failure to do so may delay and/or prevent the signing of this Agreement. The Landlord reserves the right to ask for an alternative Guarantor if the first is deemed unsuitable by the Landlord in its reasonable opinion.

16. THE LANDLORD AGREES WITH THE TENANT:

16.1. that it shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord;

16.2. to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985;

16.3. in the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or any visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any Rent paid in advance for the period after the termination.

17. DEFAULT BY THE TENANT

17.1. The Landlord reserves the right to re-enter the Property if:

17.1.1. the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

17.1.2. the Tenant is declared bankrupt under the Insolvency Act 1986;

17.1.3. the Tenant has breached the agreement; or

17.1.4. any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 17.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

17.2. If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

17.3. If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

18. THE PARTIES AGREE THAT:

18.1. Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the HA 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

18.2. The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the HA 1988

18.3. Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

18.4. If the Landlord allows the Tenant to remain in the Property after the Term has expired then this tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy the Tenant shall give the Landlord at least one month's notice in writing. The notice will end on the day before the rent is due

18.5. The Landlord has the right to recover possession of the Property if:

18.5.1. the Term has expired;

18.5.2. the Landlord has given two months' notice to the Tenant of the Landlord's intention in recover possession of the Property; and

18.5.3. at least six weeks have passed since the date of this agreement.

18.6. The provisions of Schedule 2 shall apply to any disputes between the Tenant and the Landlord or Landlord's Agent.

19. Notices

19.1. Any notice to be served upon the Landlord under this Agreement shall be deemed to have been properly served if:

19.1.1. it is sent by first class post to the Landlord to the Landlord's address set out in clause 1; or

19.1.2. if it is hand delivered at the address of Landlord given in clause 1; or

19.1.3. it is send by email to the Landlord

19.2. Any notice to be served upon the Tenant under this Licence shall be deemed to have been properly served if:

19.2.1. it is sent by first class post to the address of the Tenant as set out in this agreement or such other address as is notified to the Landlord in writing; or

19.2.2. it is sent to the Tenant's University email address or such other email address as the Tenant has notified to the Landlord.

19.3. If a notice is given in accordance with clause 19.1 or 19.2 it shall be deemed to have been received:

19.3.1. if delivered by hand at the time the notice is left at the proper address; or

19.3.2. if sent by first class post on the second Working Day after posting; or

19.3.3. if sent by email at 9:00am on the next Working Day after sending.

20. Governing Law

20.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

20.2. This agreement is entered into on the date stated at the beginning of it.

SIGNED by THE FUTURELETS LIMITED

on behalf of LANDLORD(S) :-

.....
.....

Print Name :-.

.....
.....

.....
Date.....

In the presence of :-

Name

Address

.....

.....

Occupation.....

Witness Signature

.....

Date.....

SIGNED by the TENANT(S) :-

.....
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.....

Print Name :-

.....
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.....
.....

Date.....

In the presence of :-

Name

.....
.....

Address

.....
.....
.....

Occupation

.....

Witness Signature

.....

Date.....

DRAFT

Schedule 1

Licence to occupy during Retainer Period

1. The Landlord permits the Tenant to occupy the Property during the Retainer Period in common with the Landlord and all others authorised by the Landlord for the sole purpose of storing the Tenant's Personal Items in advance of the Tenancy Agreement.
2. The Tenant acknowledges that:
 - 2.1 the Tenant shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Landlord and the Tenant;
 - 2.2 the Landlord retains control, possession and management of the Property and the Tenant has no right to exclude the Landlord from the Property;
 - 2.3 all items left at the Property during the Retainer Period are left at the Tenant's risk and the Landlord shall not be liable to the Tenant for any damage or destruction to them;
 - 2.4 the licence to occupy granted by this agreement is personal to the Tenant and is not assignable.
3. During the Retainer Period the Tenant agrees and undertakes:
 - 3.1 to pay a licence fee equal to 50% of the Rent.
 - 3.2 not to reside at the Property
 - 3.3 to comply with all other terms of this Tenancy Agreement.

Schedule 2

Complaints Procedure

1. If the Tenant has a dispute or complaint arising out of or in connection with the services offered or received or the performance of the Landlord under this Agreement (Tenant Dispute) then the Tenant shall follow the dispute resolution procedure set out below:
 - 1.1. The Tenant will raise the dispute verbally and attempt in good faith to resolve the Tenant Dispute with the Landlord.
 - 1.2. If the parties are for any reason unable to resolve the Dispute verbally the Tenant may give to the Landlord written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice the Landlord will use its reasonable endeavours to provide a substantive response to the Tenant within 25 (twenty five) Working Days;
 - 1.3. if the Landlord and the Tenant are for any reason unable to resolve the Dispute within 25 (twenty five) Working Days of service of the Dispute Notice, either party may take such further steps as it considers appropriate to resolve the Dispute, including the initiation of court proceedings.

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