

Dear ,

Thank you for your recent application for accommodation.

This Tenancy Letter sets out the principal terms of your Tenancy.

The Tenancy is subject to the attached Tenancy Terms and Conditions, and by accepting the Tenancy Letter you will be confirming that you agree to the terms set out in this letter and the Tenancy Terms and Conditions. This Tenancy Letter and the Tenancy Terms and Conditions together form the Tenancy Agreement.

The Tenancy Agreement requires compliance with the Residents Handbook for the Building. A copy of this is available on the IQSA website and you should read its terms before agreeing to the Tenancy Agreement.

You are about to accept a legal contract which binds both the Landlord and the Tenant and the Guarantor (if there is a Guarantor). It is important that you understand what you are agreeing to. If you are unsure you should get advice from a lawyer.

The Tenant's right to occupy the Room will only start once the Tenancy Agreement has been accepted by all of the Tenants (where this is a joint tenancy) and (unless waived by the Landlord) the Guarantor (if there is a Guarantor) and the first instalment of rent has been paid. The required documentation supplied by the Guarantor (if there is a Guarantor) must also be accepted by the Landlord or the Landlord's Agent.

The principal terms of the Tenancy are as follows:

LANDLORD DETAILS	
Landlord	IQSA Westbourne Limited, acting by its agent INTO London Middlesex Street LLP
Landlord's Agent	IQSA Services Limited
Landlord Agent's Address	7 <sup>th</sup> Floor East, Cottons Centre, Cottons Lane, London, SE1 2QG

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TENANT DETAILS	
Main Tenant's Full name	
Tenant's Current Address	N/A
GUARANTOR DETAILS (if applicable)	
Guarantor's Full Name	N/A

ROOM DETAILS	
Building	Magenta House
Room Type	Standard En-suite
Room	Standard En-suite

**TENANCY PERIOD**

Tenancy Start Date

Tenancy End Date

**PAYMENT DETAILS**

Booking Fee

**RENTAL DETAILS**

Weekly Rent

Total Weekly Rent Payable

As per INTO invoice

Payment Dates

As per INTO invoice

(Instalment | Due Date | Amount)

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We draw your attention to the termination rights detailed in clause 9.1 – 9.8 (inclusive) of the Tenancy Terms and Conditions.

Special Conditions

There are no special conditions that will apply to your Tenancy

**TENANCY TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Tenancy Terms and Conditions, the words and expressions set out in the Tenancy Letter shall have the meanings stated therein and the following words and expressions have the following meanings:

"Building Common Areas" means the areas in and around the Building provided by the Landlord from time to time for the benefit of all tenants such as the entrance hall, stairs and corridors and any laundry, courtyard, car park, footpaths, driveways, lifts and bicycle stores and (if applicable) gymnasium and swimming pool provided from time to time and includes its Contents;

"Building" means the building or buildings mentioned in the Tenancy Letter and where the Room and the Building Common Areas are situated;

"Contents" means the furnishings, fixtures and fittings in the relevant area;

"Flat" means the flat mentioned in the Tenancy Letter which the Room forms part of;

"Flat Common Areas" means the Flat other than the Room and other rooms within the Flat occupied or designed to be occupied exclusively by other tenants of the Flat;

"Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996);

"legal high" means a substance with stimulant or mood altering properties whose sale or use is not banned by current legislation regarding the misuse of drugs.

"Manager" means IQSA Services Limited or any entity that directly or indirectly controls, is controlled by, or is under common control with such company or any entity that directly or indirectly controls, is controlled by, or is under common control with iQ Group,

"Room" means the property demised to the Tenant detailed in the Tenancy Letter and includes its contents;

"Residents Handbook" means the residents handbook for the Building contained in the residents portal and/or available via the iQ Student Accommodation website;

"Rent" means as set out in the Tenancy Letter;

"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 this tenancy agreement constituted by the Tenancy Letter 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 at 10:00 am on the Tenancy End Date and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

"Tenancy Start Date" means that date that your occupation may commence under the terms of this agreement

"Tenancy End Date" means the date this agreement ends and upon which you must leave the property unless subject to a subsequent tenancy or occupation agreement.

"Utilities" means the supply of gas, electricity and water where provided exclusively to the flat.

"Working Day" any day other than Saturday, Sunday or any bank or public holiday.

1.2 The expression "Landlord" includes successors in title (which means any buyer of the current Landlord's interest in the Building).

1.3 When used in this Tenancy Agreement, 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.

1.4 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.

1.5 If the Tenant or the Guarantor (if applicable) is at any time more than one person, any reference to the Tenant or the Guarantor (if applicable) includes a reference to each such person and any obligation of the Tenant or the Guarantor (if applicable) is a joint and several obligation (which means that the Landlord may enforce the relevant provisions of the Tenancy Agreement, in full, against all other parties).

1.6 Headings used in this Tenancy Agreement are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

1.7 Subject to clause 2.1, this Tenancy Agreement is an Assured Shorthold Tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this Tenancy Agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. For more information, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau who will tell you what this means.

1.8 If you are under 18, notwithstanding the other provisions in this Tenancy Agreement, the Landlord does not grant you a Tenancy and this Tenancy Agreement will instead operate as an agreement for the Landlord to grant you a tenancy upon the terms set out herein on or after your 18th birthday within ten working days of receipt of a written request from you. Until such a tenancy is granted to you (the "Licence Period"), you are entitled to occupy the Room. This agreement does not operate as a demise of the Room and during the Licence Period any occupation of the Room is by way of licence only. You and the Landlord shall both observe and perform their respective obligations imposed by the covenants and conditions in this Tenancy Agreement (to the extent that they are not inconsistent with this clause 1.8 as if a Tenancy had been completed on the date hereof.) The Landlord shall have the same rights and remedies in respect of any breach of the obligations imposed on you by the covenants and conditions in this Tenancy Agreement as if a Tenancy had been completed on the date hereof. You shall pay to the Landlord by way of licence fees sums equal to the rents and other monies that would be payable by you under this Tenancy Agreement at the same times and in the same manner as if a Tenancy had been granted on the date hereof. This clause 1.8 takes precedence over all other provisions of this Tenancy Agreement.

1.9 If you are under 18, you and the Guarantor (if there is one) acknowledge that, in respect of your Tenancy, the Landlord:

- (a) does not accept parental responsibility and shall not act in loco parentis;
- (b) shall not owe any safeguarding obligations to you; and
- (c) shall not put in place any safeguarding measures in place.

## **2. THE LETTING**

2.1 We let the Room to you for the Tenancy Period subject to these Terms and Conditions.

2.4 This agreement only takes effect as a tenancy from:

- (a) the Tenancy Start Date or from the date you collect your keys if this is earlier; or, if later, the later of:
- (b) the date the Right to Rent checks under the Immigration Act 2014 have been satisfied or
- (c) the date all required supporting documentation is provided

and operates as an agreement for lease until such time which may be terminated on notice by the Landlord if:

- (i) you notify the Landlord before the Tenancy Start Date that you do not wish to enter into the Tenancy Agreement and the Landlord agrees to release you from it in accordance with the Landlord's cancellation policy which is set out in the Terms and Conditions to the Tenancy Agreement;
- (ii) you fail to complete your application or provide guarantor details (if applicable) and supporting documentation in good time;
- (iii) you provide the Landlord with relevant false or misleading information; and/or
- (iv) the Landlord is prohibited from granting a tenancy because of the Immigration Act 2014 (persons disqualified by immigration status).

2.5 Subject to you complying with the contents of the Residents Handbook, or any other conditions detailed in the Tenancy Letter, you are granted the right to use the Building Common Areas and the Flat Common Areas (for use in connection with your occupation of the Room only) in common with us and all other tenants of the Building and all other persons from time to time duly authorised by us.

2.6 We reserve for ourselves and all those authorised by us the following rights over the Room:

2.6.1 the right to enter the Room and the Flat Common Areas on at least 24 hours' notice (except in an emergency or where entry is required for the proper performance of the Tenancy Agreement, where no notice need be given) to perform our obligations in this Tenancy Agreement or for any other reasonable purpose;

2.6.2 the right to enter the room at any time where we believe or have reason to believe that criminal activity is taking place; and

2.6.3 the right to the free passage and running of water, soil, gas, electricity and other services through any pipes, cables, wires, drains or sewers passing in or through the Room and the Flat Common Areas.

### **3. OUR OBLIGATIONS**

3.1 We agree with you that if you pay the Rent in accordance with clause 4.1 of these Terms and Conditions and perform all your obligations under this 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 Terms and Conditions) and we will:

3.1.1 maintain the installations in the Building and the Room for the supply of water, gas and electricity and for space heating, water heating and sanitation in each case insofar as necessary for the occupation of the Room (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity) and provide a supply of hot and cold water, gas and electricity and for space heating, water heating and sanitation subject to reasonable usage to the Room, the Flat Common Areas and the Building Common Areas;

3.1.2 maintain the structure of the Building including the window frames and window glass;

3.1.3 keep the laundry facilities in good repair and working order;

3.1.4 clean and maintain and provide heating and lighting to the Building Common Areas; and

3.1.5 insure the Building against fire and other usual comprehensive risks as long as insurance cover is available at commercial rates. .

3.2 We can withdraw or suspend services to be provided by us if we consider it necessary to do so in the interests of good management including (without limitation) interruptions to allow us to carry out repairs or alterations and we shall not be liable for any costs, expenses, losses, liabilities damages or actions resulting from doing so nor will we be obligated to pay compensation for loss of such amenities.

3.3 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 or the Building or if we consider it necessary or desirable to avoid difficulties between tenants or for the better management of the Building or we decide to close part or all of the Building PROVIDED THAT:

3.3.1 you are given reasonable notice;

3.3.2 the alternative accommodation is not of a materially lesser standard than your Room; and

3.3.3 You will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement.

3.3.4 This provision does not extend to the absence of lift facilities where failure of the lift is beyond our control.

3.4 If the conditions of 3.3 are met then the Rent will continue to be payable.

3.5 If we are unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Building Common Area is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.

3.6 If we need to write to you, correspondence may be delivered by hand or by e-mail or sent by first class Recorded Delivery post to the Room address or the address stated on the Tenancy Letter or any other address you have given.



3.7 If we need to serve any notice on the Guarantor (if applicable), it may be delivered by hand or by e-mail or sent by first class post to the address stated in the Tenancy Agreement or any other address given.

#### **4. YOUR OBLIGATIONS**

4.1 Rent is due weekly in advance calculated on the basis of the Weekly Rent specified in the Tenancy Letter.

4.2 In discharge of your obligation to pay Rent, you agree to pay Rent to us at the times and in the manner specified in the Tenancy Letter. Such sums shall be held by the Landlord and applied towards the Rent each week until fully expended.

4.3 Rent shall be paid without set off and whether demanded or not and irrespective of whether You have taken up the tenancy by collecting the keys. Anybody who makes payments on your behalf of Rent or other amounts due from you under this Tenancy Agreement does so as your agent. 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 or issue invoices.

4.4 If you fail to pay Rent in full within 14 days of a date upon which payment is required to be made (the "Due Date"), we may charge, and if charged you will pay, interest at the rate of 3% per annum above the base rate of the Bank of England from time to time on the outstanding amount from the date after the Due Date until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis. Any promotional discounts applied to your Tenancy Agreement are conditional on your payment of Rent on time and in full.

4.5 If payment of the Rent or any other amount due from you under this Tenancy Agreement is late (without prejudice to any other right we have) we reserve the right to:

4.5.1 refer your account to a debt collection agency and seek from you, as damages, all reasonable and proper costs and expenses (including legal costs) and any VAT thereon incurred by us to recover outstanding Rent or other amounts unpaid by you.

4.6 You agree to pay for a television licence to the British Broadcasting Corporation for your Room or (jointly with others if applicable) your kitchen if a licence is required.

4.7 If any of the costs in this clause 4 are payable in relation to the Room together with another property, the Tenant shall pay a fair proportion of all those costs.

4.8 You agree that you will:

4.8.1 maintain the Room and the Flat Common Areas in at least as good repair and decorative order and clean condition as it is in at the Tenancy Start Date (or if you have occupied under a previous tenancy, the earliest start date of any previous tenancies that you entered into in relation to the Room) except for damage by accidental fire and water from the Service Media);

4.8.2 not remove any of the Contents from Room and the Flat Common Areas and maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date (or if you have occupied under a previous tenancy, the earliest start date of any previous tenancies that you entered into in relation to the Room) except for fair wear and tear.

4.8.3 not attempt to carry out any repairs and promptly notify us of any damage or defect in the Room and/or the Flat and/or the Contents and/or the Building; and

4.8.4 operate the Service Media and electrical appliances in the Room and 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 including to permit the Landlord to electrically test equipment at your expense, if requested to do so.

4.8.5 Not to allow a build-up of rubbish to occur (particularly food waste) in your Room or kitchen (including your use of a shared kitchen) and to remove waste to the approved site facility in a timely manner

4.8.6 Keep your Room and the Flat Common Areas (even where this is a shared facility) in a reasonably clean and hygienic state. If you breach this clause, we may seek, as damages, from you (or jointly in the event you have access to Flat Common Areas), the cost of having the Room and/or the Flat Common Areas professionally cleaned. If as a result of your failure to comply with this clause, your Room and/or the Flat Common Areas (including any shared kitchen) becomes infested with pests, we may seek from you, as damages, the cost of any professional treatment to remove such pests.

4.8.7 vacate the Building (and to ensure that any visitors you have also vacate the Building), immediately whenever the fire alarm is sounded;

4.9 You agree that you will comply with all statutes and other laws and regulations in relation to your use of the Room and the Flat.

4.10 We may seek from you, as damages, any costs we incur in repairing any damage to the Room and/or in replacing any of the Contents of the Room and the Flat, which damage is caused by you or your failure to observe and comply with your obligations under this Tenancy Agreement.

4.11 You agree to report any accident or any incident that could potentially impact the health and safety or wellbeing of others 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.

4.12 respect of the joint use of utilities provided to the Building Common Areas.

4.13 You agree that you will occupy the Room and the Flat for personal residential purposes only and that you will not carry on any profession, trade or business whatsoever in the Room or any other use other than private residential. This includes, for the avoidance of doubt, using the Room or the Flat as the registered office of a company or any other legal entity.

4.14 You agree to comply with all applicable laws, regulation and official guidance made by the United Kingdom Government (or the relevant devolved administration if applicable) in response to the Coronavirus pandemic while in the Building.

4.15 You agree that you will not use the Room or the Building or the Flat 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, and in particular, you will not:

4.15.1 cause any noise which could cause a nuisance to or interfere with the quiet enjoyment of any other resident of the Building;

4.15.2 keep or use 'legal highs' or drugs, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971), and which if discovered You agree that We may remove these for disposal and/or handover to the authorities;

4.15.3 smoke in the Room or Building other than in any outside designated smoking areas. This includes 'vaping' and/or other forms of e-cigarette or cigarette substitutes that emit smoke or vapours. If you breach this clause, we may seek from you, as damages, all costs incurred by us as a result including an inspection fee to ensure the proper operations of the fire detection equipment and/or a cleaning fee to have the area cleaned (details of these costs may be obtained from the Resident's Handbook);

4.15.4 keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room or Building;

4.15.5 harass, intimidate, threaten or assault any other tenants of the Room or the Building or their guests or any of our employees or any other person, or threaten to do so;

4.15.6 tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems). In the event that you are found to be in breach of this clause you agree we may report you to the local Fire and Rescue Service, Fire Safety Officer, who may decide to prosecute. We may also seek damages from you including the cost to have any fire safety equipment inspected to ensure its continued effective operation.

4.15.7 use designated fire escapes except for the purposes of emergency escape;

4.15.8 obstruct any means of access within the Building;

4.15.9 keep bicycles (or similar) in any part of the Building other than in areas designated by the Manager;

4.15.10 keep, store or use any liquid or gaseous fuel, noxious or explosive substances or compressed gases, gas or oil heaters or other fuel burning appliance in the Building, including deep fat fryers and candles;

4.15.11 keep any animal, bird, insect or reptile in the Room or the Building Common Areas or the Flat Common Areas, except as permitted by us in accordance with the pet policy in place at the Building from time to time;

4.15.12 damage or leave in a dirty or untidy state any parts of the Building;

4.15.13 alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Contents or the Building;

4.15.14 fix anything to the interior of the Room in any manner which may damage the structure or decoration of the Building or the Building Common Areas or the Flat Common Areas or place anything outside the windows of the Room or Building Common Areas or the Flat Common Areas;

4.15.15 dry items of laundry on the heaters within the Building or Room, nor hang them so as to be visible from the outside of the Building;

4.15.16 flush sanitary items down the toilet, or pour oil or grease down the drains nor do anything else likely to block or harm the drains;

4.15.17 drain or allow to be drained any food waste or cooking oil down the kitchen sink as this will block the drains. If you breach this clause we may seek damages from you including the cost to have your drains unblocked;

4.15.18 tamper with fixtures and fittings including, without limitation, space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows;

4.15.19 erect any external wireless or television aerial or satellite dish;

4.15.20 tamper with any window restrictors or seek to override their use through the use of proprietary tools;

4.15.21 do anything in the Room, or 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;

4.15.22 compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or 'on the latch' or allowing unauthorised access through 'tailgating';

4.15.23 use or allow to be used any electrical item that does not conform to the European Union standards for electrical goods and/or which does not carry the EU 'CE' conformity marking. If on inspection or other occasion where such objects are found You give us permission to remove such items without payment of compensation which in Our opinion may not be electrically safe. Any such items removed will be returned to You at the end of Your tenancy;

4.15.24 use rice cookers or deep fat fryers in the Building at any time;

4.15.25 leave cooking unattended at any time;

4.15.26 import, smuggle or take delivery of goods that have been illegally imported for the purpose of evading the payment of duty and/or other taxes and in particular tobacco products. In the event we suspect that suspicious parcels are being delivered to the sites you agree that we may intercept these, examine the contents and if necessary withhold the contents and inform the appropriate authorities;

4.15.27 photograph or record using any other digital media, members of Building staff without express consent;

4.15.28 bring into the Building any additional appliances or furniture which supplement the facilities provided by the landlord. This includes, additional refrigerators, freezers, washing machines, bookcases, chests of drawers, wardrobes, portable cookers, gas powered barbeques, spin dryers, or any other device that in the opinion of the Operations Manager is inappropriate for use in the property. If you breach this clause, we reserve the right to enter the Room and remove such appliance or furniture and you agree that we may seek from you, as damages, all costs incurred by us as a result of such breach including any inspection and removal fee; and

4.15.29 use electrical extension leads that do not have a safety cut off switch or isolating switch and which do not have the EU 'CE' markings. You must not daisy chain such extension leads by plugging them together in-line. You give us permission to remove such installations or devices.

4.16 You agree that you will allow us (and those authorised by us), with reasonable written notice (except in cases of emergency), to enter the Room at reasonable times (causing as little inconvenience as possible), to:

4.16.1 inspect its condition;

4.16.2 carry out viewings of the Room with prospective tenants or purchasers of the Building;

4.16.3 carry out any necessary repairs or alterations to the Room and/or Building; and

4.16.4 maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room.

4.17 You agree that you will allow us to access your Room without notice in the following circumstances:

4.17.1 We suspect that you are using illegal substances such as drugs or other substances harmful to health including legal highs;

4.17.2 To allow us to check on your welfare if we have information or suspicion that you are at risk and we have not been able to raise you or get an acknowledgement through knocking at your door;

4.17.3 In circumstances where we suspect bad conduct or a risk to the safety of other tenants or staff;

4.17.4 Where we suspect a risk of damage to the Building;

4.17.5 Where we are requested to allow access by the Police or other Emergency Services with or without a warrant; or

4.17.6 To carry out emergency repairs.

4.18 You agree to comply with the Residents Handbook and, in particular, we may seek from you any damages suffered by the Landlord which accrue during the Tenancy Period by reason of any breach of the Tenant's obligations in this Tenancy Agreement.

4.19 You will inform the appointed manager of the Building if you are likely to be absent for more than 14 days.

4.20 You will remove all refuse/rubbish from the Room, Flat Common Areas or Building Common Areas to the designated waste collection and recycling points at least once every week unless cleaning of your room is provided as part of the rent.

4.21 You will make sure that any guests/visitors you may have to the Building comply with the provisions of this Tenancy Agreement and Our guest policy in place at the Building from time to time as regards use of the Room or Building 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 Tenancy Agreement in relation thereto.

4.22 You agree that you will not allow guests who are under 16 to stay in the Building overnight and/or beyond 10.00pm

4.23 You will obtain prior written approval from the appointed manager of the Building to any party or meeting of more than 6 people. You will ensure that all gatherings arranged by you or taking place in the Building respect the terms of this Tenancy Agreement.

4.24 You agree that you will not tamper with, remove, replace or otherwise interfere with the locks to your Room and/or Flat including any locks or restrictors designed to prevent you from falling from the window.

4.25 You acknowledge that your acceptance of this tenancy and occupation of your Room will result in your ineligibility to participate in any local authority designated or controlled Permit Parking Zone within the location of the Building where applicable.

4.26 In the event that the Building is Twerton Mill, Bath, you warrant that you will not keep a motor vehicle within 3km of the Building unless you are the holder of a valid disabled parking permit.

## **5. TRANSFER OF TENANCY**

You agree that you will not assign, sublet, or charge the Room or any part of it or part with possession or share occupation of the Room or any part of it under any circumstances. If you wish to end your tenancy early and have found a replacement tenant for the Room we will, acting reasonably, consider terminating your tenancy and entering into a replacement tenancy with the new occupier, subject to Tenancy Takeover provisions in the Booking Terms and Conditions.

## **6. WHEN YOU LEAVE**

By no later than 10am on the last day of the Tenancy Period (however and whenever it ends) you agree to:

6.1 return the Room, the Contents and the key and/or fob to the Room to us in the same condition as it was at the Tenancy Start Date;

6.2 remove all personal possessions from the Room. If any of your personal possessions are left at the Room in breach of this provision, we may seek damages from you including all reasonable removal charges. We may remove any left possessions and you agree that we may dispose of the items.;

6.3 make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose.

6.4 If by mutual agreement we allow you to end your tenancy early, you agree to sign a Deed of Surrender prior to your departure. In the event we agree to this course of action, there is no obligation upon us to make any repayment of Rent.

## **7. NOT USED**

## **8. NOT USED**

8.4 For the avoidance of doubt, nothing in this clause 8 shall create any obligation on us to re-market the Room and/or grant a new Tenancy Agreement to a third party.

## **9. AGREEMENTS AND DECLARATIONS**

9.1 It is agreed between you and us that if:

9.1.1 the whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or

9.1.2 there has been a breach, non-performance or non-observance of your obligations under this Tenancy Agreement and/or the Booking Terms and Conditions you agreed to when you paid your Booking Fee; or

9.1.3 any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 6, 8, 10-15 (inclusive), and 17 apply, then we reserve the right to apply for a Court Order stating that we shall repossess the Room as if the Tenancy Agreement has not been granted.

9.2 You warrant (confirm) that neither you nor the Guarantor are listed on any sanctions lists, including but not limited to those maintained by HM Treasury, the Office for Foreign Assets Control Sanctions List, the European Union or the United Nations and you and the Guarantor covenant not to become listed thereon and understand that the Landlord may terminate this Tenancy in accordance with clause 9.1 of this Tenancy Agreement if you or the Guarantor are found to be listed on any such list.

9.3 You warrant (confirm) that you are not listed on any United Kingdom law enforcement databases and you covenant not to become listed thereon and understand that the Landlord may terminate this Tenancy in accordance with clause 9.1 of this Tenancy Agreement if you are found to be listed on any such list.

9.4 You warrant (confirm) that you do not have any unspent convictions and agree that the Landlord shall reserve the right to terminate this Tenancy Agreement in accordance with clause 9.1 of this Tenancy Agreement if you have been or are arrested in relation to any criminal offences during the Tenancy Agreement.

9.5 The Guarantor:

9.5.1 gives us express consent to use the Guarantor's details to undertake searches against sanctions lists, including but not limited to those maintained by HM Treasury, the Office for Foreign Assets Control Sanctions List, the European Union or the United Nations;

9.5.2 acknowledges that we may need to request additional information to verify the Guarantor's identity in connection with the searches carried out under clause 9.5.1 and agrees to cooperate with any such requests; and

9.5.3 agrees that the Landlord may terminate this Tenancy in accordance with clause 8.1 of this Tenancy Agreement if you fail to cooperate with any request(s) made by the Landlord pursuant to clause 9.5.2

9.6 It is a condition of this Tenancy Agreement that 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 making any payment due under this Tenancy Agreement, you will be in breach of its terms and we may terminate the Agreement in accordance with clause 9.1.

9.7 You warrant (confirm) that you are a student at a higher education establishment in England and Wales and you covenant to continue to be a student at a higher education establishment in England and Wales. If you are found to be, or inform us that you are no longer a student at a higher education establishment in England and Wales we reserve the right to terminate this Tenancy Agreement in accordance with clause 9.1.

9.8 You will provide any necessary documentation in respect of your student status either to us or if requested to the local authority for the purposes of exempting you from paying Council Tax. Responsibility for paying Council Tax lies with you unless an exemption is given and you acknowledge



that you will meet any sums due in respect of Council Tax determined by the Local Authority. For the avoidance of doubt the determination of the start and end dates of any exemption will be by the Local Authority and may cover only the dates of your course which may be shorter than this agreement.

9.9 You will advise us of any change in your student status and if you are found to be, or inform us that you are no longer a student at a higher education establishment in England and Wales, without prejudice to clause 9.7, you will remain liable for the Rent payable for the period of this agreement and any council tax or other charges resulting from your change in student status.

9.10 We may seek from you, as damages, all costs and expenses (including (without limitation) 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.

9.11 It is agreed between you and us that if the Room and/or Building are destroyed, or are otherwise damaged so as to make the Room incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

9.12 You agree that neither the Landlord nor the Manager are responsible or liable for any costs, expenses, losses, liabilities, damages or actions of any nature whatsoever relating to or arising out of disputes between tenants or other occupiers of the Building.

9.13 To the extent permitted by law, neither we nor the Manager will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft burglary, assault, vandalism or other crimes or your personal conflict with other tenants or occupiers of the Building.

## **10. GUARANTEE**

10.1 The provisions of this clause 10 apply to this Tenancy Agreement if the Tenancy Letter contains details of a Guarantor set against the 'Guarantor's Full Name' principal term.

10.2 The Guarantor guarantees to us that the Tenant shall pay the Rent and any other amount due under this Tenancy Agreement and observe and perform the Tenant's covenants under this Tenancy Agreement and that if the Tenant fails to pay the Rent or other amount due or to observe or perform any of the Tenant's covenants, the Guarantor shall pay or observe and perform them.

10.3 The Guarantor covenants with us as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under this clause to indemnify and keep

indemnified us against any failure by the Tenant to pay the Rent or other amount due or any failure by the Tenant to observe or perform any of the Tenant's covenants under this Tenancy Agreement.

10.4 If you breach the Tenancy Agreement at any time during the Tenancy Period, the Manager reserves the right to advise the Guarantor of any such breach without prior notice.

10.5 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

10.5.1 any time or indulgence granted by us to the Tenant;

10.5.2 any delay or forbearance by us in enforcing the payment of the Rent or other amount due or the observance or performance of any of the Tenant's covenants under this Tenancy Agreement or in making any demand in respect of them;

10.5.3 us exercising any right or remedy against the Tenant for any failure to pay the Rent or other amount due or to observe or perform the Tenant's covenants of this Tenancy Agreement; or

10.5.4 the Tenant dying or becoming incapable of managing his or her affairs.

## **11. DATA PROTECTION**

11.1.1 We from time to time shall gather, share and use information provided by the Tenant or obtained from other sources for the purpose of managing this Agreement in accordance with data protection laws and as set out in our privacy notice which is available at <https://www.iqstudentaccommodation.com/privacy-policy> and privacy centre at <https://www.iqstudentaccommodation.com/privacy-centre>. In addition to storing and using this information for our own purposes, we will share such personal data with certain third parties including relevant utility suppliers, any local authority and the university. You shall provide us with your forwarding address at termination of this Agreement. We will use and share the Guarantor's personal data (if applicable) in the course of exercising our rights under this Agreement against the Guarantor (if applicable).

11.1.2 You expressly consent to us sharing your information with selected third parties in the event that we have serious concerns surrounding your health or well-being so they can provide you with support or otherwise take any necessary steps, including your named next of kin, emergency contact, Guarantor, university (including university welfare team) and/or any other person whom you have nominated for this purpose.

## **12. SEVERABILITY**

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.

### **13. NOTICES**

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 at the following address:

IQ Student Accommodation

7th Floor East

Cottons Centre

Cottons Lane

London SE1 2QG

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

I accept the terms of this tenancy agreement

Resident:

Print Name:

For and on behalf of: [Landlord name]

Date of Signing:

