

Student Tenancy Agreement

Your signature of this agreement will have legal and contractual consequences. It will create binding legal obligations. Even if you do not sign this agreement acceptance of the keys for the room will result in you occupying it on the terms set out in this agreement. You should seek legal advice before signing this agreement or accepting the keys if you consider you need advice on its terms.

The Landlord and Management Company

Landlord

c/o

Management Company Collegiate AC Ltd, Home Farm, School Road, Ardington
Oxfordshire, OX12 8PD
Email: tenants@collegiate-ac.com
Tel: 01235 250140

This agreement is made between the Landlord detailed above and the Tenant detailed below and (where applicable) the Guarantor detailed below.

The Tenant

Name

Address

Phone Number

Mobile Number

Email Address

University

Course



The Guarantor

A UK based guarantor is required for all tenants wishing to pay by instalments, if you choose to pay the full rent in advance to moving in then a guarantor is not required.

Name	
Address	
Phone Number	
Mobile Number	
Email Address	
Guarantor D.O.B.	
Guarantor NI Number	

Property Details

Name	
Address	
Flat	
Room	
Room Type	

1. Definitions

In this agreement the following definitions apply:

- 1.1 Deposit: has the meaning given below in Clause 2.
- 1.2 Flat: all that flat as set out on page 2 of this agreement, excluding such rooms that are let or are intended to be let to students under short assured tenancies other than this agreement.
- 1.3 Property: all that building, of which the Flat and the Room form part, as set out on page 2 of this agreement.
- 1.4 Rent: has the meaning given below in Clause 2.
- 1.5 Residential Period: has the meaning given below in Clause 2.
- 1.6 Room: all that room within the Flat as set out on page 2 of this agreement.
- 1.7 Room Items: Fitted bedroom furniture, Mattress, Pin Board, Operator Chair, Desk, Window Blinds.



- 1.8 Shared Areas: all those parts of the Property, excluding flats containing rooms let or intended to be let to individual students, which are intended to be used in common with other occupiers, including but not limited to any corridors, stairwells, lifts, games rooms, private cinema rooms, seminar rooms and gymnasiums.
- 1.9 Shared Items: Bathroom fittings, Kitchen fittings, Fridge Freezer, Toaster, Kettle, Sofa, Vacuum Cleaner, Combination Oven, Hob, Bin, TV, Remote Control for TV, Breakfast Bar Stool, Table and Chairs (shared kitchens only), Window Blinds.

2. Tenancy Term and Rent Charges

Tenancy Dates / Residential Period

Residential Period (12am)

Residential Fee / Deposit

The Reservation Fee is a fee required to secure your room.

Upon commencement of the Tenancy, the Reservation Fee will convert to a security Deposit.

Rent

Weekly Rate

Total Weeks

Total Rent

Payment Option Selected

Instalments

Amount and Payment Date

1st Instalment

2nd Instalment

3rd Instalment

Other charges

Car Parking

Internet

3 Grant of Lease

- 3.1 The Landlord agrees to grant and the Tenant agrees to accept a lease of the Room together with a right to use in common with others the Flat and the Shared Areas for the Residential Period at the Rent on the terms and conditions set out in this agreement.
- 3.2 Where you take occupation of the Room and collect the keys for the Room without having signed and returned this agreement, you shall be deemed to have accepted the tenancy on the terms and conditions as are set out in this agreement by the act of collecting the keys for the Room.
- 3.3 It is agreed between the Landlord and the Tenant that the date on which this agreement shall come into being is the date specified under the Landlord's signature below and references to "the date of this agreement" in this agreement shall be construed accordingly.



4 Tenant's obligation to pay rent and other sums

- 4.1 The Tenant must pay the Rent in advance in the amounts and on the dates set out in Clause 2. The first payment is due before the Tenant accepts the keys for the Room.
- 4.2 Included in the Rent is an allowance towards utility costs of £250. The Landlord reserves the right to recharge to the Tenant any additional costs incurred above this amount for utilities (water, electricity, gas). These costs will be monitored by the accommodation team and notification of excess energy consumption as soon as practical.
- 4.3 Tenant is responsible for paying any local council tax, or other local tax, which becomes due during the dates of this agreement. If required to do so by the local council, or the Landlord, the Tenant must obtain a council tax student exemption notice and provide a copy of this to the management office at the Property. Though students are usually exempt from council tax, for the avoidance of doubt, the Tenant agrees that he or she will be liable for any council tax, or other local tax, liability that may arise for any period covered under the dates of this agreement.
- 4.4 If payment of Rent or any other amount under this agreement is paid late, the Tenant must pay interest at the rate of 1% above the base lending rate of The Royal Bank of Scotland plc from time to time on the outstanding amount from the due date until payment is received in full.
- 4.5 Rent is always due in advance; if you fail to pay your rent in advance then the accommodation team will begin the arrears collection process. Failure to pay Rent will result in court action being taken; this will be at full cost to the Tenant and will be added onto your outstanding balance.

5 Cancellation Policy and Distance Selling Regulations

- 5.1 Unless the Residential Period has commenced, or you have already collected the keys to the accommodation, you may cancel your booking by writing or sending an e-mail to us at tenants@collegiate-ac.com, at any time during the 14 days after we send you an e-mail confirming your booking is complete. If you do that, we will make no charge and will return the Reservation Fee to you.
- 5.2 In the event that you want to terminate this agreement prior to the end of the Residential Period, you will need to find another tenant to replace you and take over your tenancy. Your tenancy period is for the Residential Period stated in Clause 2 of this agreement; whomever takes over the tenancy must take over the tenancy for the remaining period – A £50 admin fee will apply to set up a replacement tenant.

6 Reservation Fee and Deposit

- 6.1 The Tenant shall pay the Reservation Fee on or before the date of this agreement.
- 6.2 If for whatever reason the Landlord is not able to make an offer of accommodation to the Tenant, or to provide the Room to the Tenant, the Reservation Fee will be returned in full to the Tenant. The Reservation Fee is otherwise non-refundable.
- 6.3 The Reservation Fee will convert to a Deposit at the commencement of the Residential Period.
- 6.4 The Deposit will be managed by the Management Company in accordance with The Tenancy Deposit Schemes (Scotland) Regulations 2011 ("**the Deposit Regulations**"), and will be paid into a tenancy deposit scheme within 30 days of the commencement of the tenancy. The Management Company will provide the Tenant with access to a Deposit Protection Certificate (DPC), in paper or electronic form, confirming the deposit has been registered and protected.
- 6.5 The Tenant agrees that the Landlord will be entitled to retain sums from the Deposit at the end of this agreement for any damage to the Room, the Flat or the Property (fair wear and tear excepted), any damage to the furnishings or other equipment provided (fair wear and tear excepted), or any excess utility charges incurred above the tenant's allowance, or any unpaid Rent or other unpaid charges, or other tenant liabilities including local taxes, incurred during the duration of this agreement or for any loss arising as a result of breach by the Tenant of their obligations in terms of this agreement (including the Landlord's and the Management Agents' proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers). Any such liabilities, costs, or charges will be deducted from the Deposit by the Managing Agent for the benefit of The Landlord acting reasonably.
- 6.6 The balance of the Deposit shall be paid to the Tenant less any reasonable costs incurred for the breach of any obligation under this agreement.
- 6.7 Any interest earned on the Deposit will belong to the Landlord.
- 6.8 As a tenant, your Deposit will be protected in terms of the Deposit Regulations. This will ensure that your Deposit is held in trust and in the event that any disputes occur you will have clear rules and guidance on your rights and how disputes can be resolved.



7 Tenancy inspections and Deposit Release

- 7.1 The Tenant will arrange a suitable time with the Management Company for an inspection of Flat, or Flat and Room. The purpose of the inspection is to determine the condition of the Flat and, or, Room and whether any charges are to be made. The Management Company will tell the Tenant within 10 working days of the end date on this agreement if they propose to make any deductions from the Deposit.
- 7.2 If the Tenant signs the vacating inspection sheet by way of agreement as to the amount of the Deposit to be returned, the Management Company will instruct for The Deposit to be returned within 10 working days of the date on which the vacating inspection sheet was signed, or the end of the Residential Period, whichever is the later. If the Tenant vacates without arranging an inspection, the Management Company will instruct for the return the Deposit, or part of the Deposit, if any, within the timescales as set out in the Deposit Regulations.
- 7.3 If the Tenant disputes any deductions that have been made from the Deposit, these should be notified to the Management Company within 20 working days of the notification of charges.
- 7.4 If, after 10 working days following the notification of a dispute to the Management Company, and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute can be submitted will (subject to Clause 7.6 below) be submitted for adjudication. All parties agree to co-operate with the adjudication.
- 7.5 The Tenant's rights and process are further explained in the Deposit Protection Certificate (DPC) and accompanying information which will be available to the Tenant after the commencement of the Residential Period once the Deposit has been filed with the tenancy deposit scheme operated by MyDeposits Scotland: www.mydepositsScotland.co.uk
- 7.6 The statutory rights of the Landlord and the Tenant to take legal action through a court remain unaffected by this Clause 7.

8 The Accommodation

If any of the following clauses are breached you will be asked to attend a meeting with the Management Company to discuss actions going forward, please read the following section very carefully to ensure that you understand. Breaching of any of these clauses could result in the termination of your agreement but will not release the Tenant from any outstanding obligation and the Tenant will still be liable for the whole Rent due for the Residential Period and any other payments due.

- 8.1 The Tenant will:
 - a. Agree to adhere to and obey the rules and regulations of the Property as may be varied from time to time and notified to the Tenant in a tenant handbook, or exhibited at the main office of the Property.
 - b. Pay the rent in the manner due and at the times specified regardless of whether this is demanded or not.
 - c. Keep the interior of the Flat together with all fixtures and fittings of the Flat and the Landlord's contents in good condition and not to alter the Flat or make any holes or affix anything to the walls ceiling and floors of the Flat (pictures, posters or other articles).
 - d. Not change the internal or external colour of the Flat.
 - e. Not carry on any trade, profession or business, on or from the Flat and to use the Room as a single private residence only in the occupation of the Tenant.
 - f. Not assign or sub-let the Room or any part thereof, or permit any other person to reside in, or occupy, the Room.

"Sub-letting" means renting the Room to another person or persons. "Assigning" means transferring rights under this agreement to another person or persons.
 - g. Not keep any animal, bird or reptile at the Flat.
 - h. Not cause or allow any visitors to cause a nuisance or annoyance to other persons/tenants in the residence.
 - i. Be responsible for their own washing up, clearance of debris, grease and spillages. Tenants must clean the refrigerator interior and place rubbish in the centrally located refuse bins provided, and separate any waste as required by the local authority.
 - j. Remove waste on a regular basis to ensure hygiene standards and avoid odours



- k. Remain responsible for any visitors that they bring into the Property; this will include any actions that the visitor may undertake to cause damage to any part of the Property.
- l. Not commit or allow any visitor to commit any form of:
- Criminal offence
 - Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of, or cause offence to, any other tenants, and visitor, any employee of the Landlord or his agents or his contractors.
 - Nuisance or intimidation or physical, verbal or written abuse against other tenants, visitors, any employee of the Landlord or his agents or his contractors.
- m. Not permit any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Room between the hours of 10.30pm and 8.00am and nevertheless outside those hours not to be a nuisance or annoyance to any neighbouring property.
- n. Not permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Room, the Flat or the Property or any part thereof or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand any sums from time to time paid by way of an increased insurance premium and further not to keep any combustible or offensive goods, provision or materials in the Flat.
- o. Not use a paraffin or portable gas heater or candles within the Flat.
- p. Not allow any other person in to occupation other than the named Tenant.
- q. Not allow drugs of any sort to be taken or used on the Flat except as may be authorised or prescribed by a duly qualified medical practitioner.
- r. Not make or have made any duplicate keys to the Flat nor to replace or add any new locks to the Flat, and report any loss of keys/fob/swipe card to reception and not to mark the keys with anything that relates it to the Property or the Flat.
- This is so that if keys are lost, they cannot be identified with the Flat to which they belong.
- s. Not erect or permit to be projected outside of the Property any wireless/satellite dish or television aerial.
- t. Not use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in the Flat other than any that may be supplied by the Landlord.
- u. Not cover or obstruct in any way the air vents in the Flat.
- v. Not remove any door closers
- w. Not tamper with any fire fighting/prevention equipment, this includes fire extinguishers, fire blankets, and fire alarms, smoke detectors, not obstruct any fire doors or fire exit routes or disconnect automatic door closures
- It is an offence to tamper with any fire fighting/prevention equipment and could result in prosecution. The fire equipment is there for your safety and that of your fellow residents.
- x. Not open the windows past the set restrictors other than in the event of an emergency and evacuation through the window being required
- y. Not smoke in any part of the Property (including using "e-cigarettes", vaping machines/equipment or pipes of any kind)
- The entire site is a no smoking site, there are designated smoking areas assigned around the Property – ensure that these are used and that you do not smoke inside any part of the Property.



- z. Not bring any bicycles into any part of the Property.
- aa. Not keep or permit to be kept any motor car, motorcycles or other vehicle, trailer or caravan within the grounds of the Property unless prior agreement has been reached with the Landlord.
- bb. Not use any open chip pan/fryers.
- cc. Not leave the Flat unoccupied for any period whatsoever without locking and securing all doors and windows.
- dd. Notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat or the Property as soon as such repairs or maintenance work are apparent.
- ee. Not attempt to carry out any repairs or maintenance works to any part of the Property, including the Flat and the Room, and any of the Shared Items and the Room Items.

The above clause is required in the interests of health and safety. Management Company staff will attend to repairs and maintenance.

- 8.2 It is an essential condition of this agreement that the Tenant is a student in full time education for the duration of the Residential Period. The Tenant shall supply evidence of his or her student status to the Landlord on request.
- 8.3 Upon moving into the Room, the Tenant must check that the supplied inventory is accurate and must sign and return the inventory to the Management Company within 7 days of moving into the Room. If the inventory is not signed and returned then the Tenant accepts that it is correct as supplied.
- 8.4 The Tenant consents to the Landlord and the Management Company holding, using and disclosing his or her personal data for all lawful purposes in connection with this agreement.

9 The Guarantor

- 9.1 The Guarantor guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this agreement and the performance and observance by the Tenant of the terms and provisions of this agreement.
- 9.2 If the Tenant shall default in the payment of the Rent or any other monies payable under the said agreement, the Guarantor will, upon written demand by the Landlord, immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this agreement, but the Guarantor accepts no legal or moral responsibility for any other person apart from the Tenant, unless that person is a guest of the Tenant.
- 9.3 This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- 9.4 Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the agreement shall not release or exonerate the Guarantor, or in any way affect the liability of the Guarantor, under this agreement.
- 9.5 This Guarantee shall constitute the Guarantor as principal debtor.
- 9.6 The Tenant agrees that as party to this agreement, The Landlord and Management Company may discuss any element of their Tenancy, and the Tenant's conduct and wellbeing, with the Guarantor.
- 9.7 The Guarantor consents to the Landlord and the Management Company holding, using and disclosing his or her personal data for all lawful purposes in connection with this agreement.

10 Access by the Landlord

- 10.1 The Tenant will permit the Landlord and Management Company and their agents, together with any necessary contractors and workmen, to enter the Flat and the Room at all reasonable times upon 24 hours' notice (or in the event of an emergency at any time without notice) in order to:
 - a. Carry out the services under this agreement
 - b. Show the accommodation to prospective new tenants
 - c. Examine the state and condition of the Flat, the Room, the Shared Items and the Room Items. A minimum of three notified room inspections will be carried out during the duration of this agreement.



- d. Carry out any repairs to the Room, the Flat or the Property that are reasonably necessary pursuant to the Landlord's and the Management Company's responsibilities under the agreement or by statute and for any reasonable purpose in connection with the management of the Property.
- 10.2 The accommodation team will endeavour to give you at least 24 hours' notice in the event of needing access to your room; this would mainly be due to maintenance requirements. If you report a maintenance issue you will be asked at that time whether the maintenance team can access your room in the event that you are not at home.

11 At the end of the Tenancy

- 11.1 The Tenant will attend a check-out inspection arranged by the Management Company and sign a copy of the inspection report, noting any comments they may have.

If the Tenant fails to attend the check out inspection it will be very difficult for the Tenant to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

- 11.2 If any of the Tenant's belongings have not been removed from the Property at the expiration of this agreement, the Tenant will pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such items, provided always that after the end of this agreement the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.
- 11.3 The Tenant will hand over to the Landlord or his agents by 12.00 noon on the last day of this agreement (howsoever ended) all keys, fobs, door entry cards, or any other access devices, to the Flat, the Room, and the Property. If all keys, fobs, door entry cards, or any other access devices, are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Residential Period the Tenant shall be assumed thereafter to have given up his right to occupy the Room from the expiry of the last day of the Residential Period if at that date the Tenant is not physically occupying any part of the Room (provided also that for the purposes of this clause the fact that any of the tenant's belongings may at the expiry of the Residential Period still remain at any in the Room or the Flat shall not in its self be deemed to be physical occupation of any part of the Room by the Tenant).
- 11.4 The Tenant will maintain a current and valid e-mail address for communications with the Management Company and with MyDeposits Scotland, the Deposit holders, and will provide MyDeposits Scotland with bank details to which their Deposit (less any deductions made in accordance with this agreement) should be returned at the end of the tenancy.

12 Ending the Tenancy

This agreement may be ended by:-

- 12.1 The tenancy reaching its end date and either party serving a notice to quit on the other at least 40 clear days' prior to the end date.
- 12.2 By the Landlord serving on the Tenant 14 days' notice to terminate this agreement without penalty to terminate the tenancy where the Tenant has broken or not performed any of the obligations under this agreement including without prejudice to the foregoing generality:
 - a. the whole or any part of the Rent is unpaid for one month after it comes due (whether legally demanded or not);
 - b. you cease to be a Student in full time education;
 - c. You engage in criminal or anti-social behaviour.
- 12.3 The effect of such termination will be to end the Residential Period, but will not release the Tenant from any outstanding obligation and the Tenant will still be liable for the whole Rent for the full Residential Period and any other payment due.

13 Notices

- 13.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if it is:
 - a. Sent by first class post or left at the Management Company's address given on the first page of this agreement; or
 - b. Sent to the Management Company's email address stated on the first page of this agreement.
- 13.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if is sent by first class post to the Flat and shall be deemed to have been received the next working day after it was sent.



14 Jurisdiction and consent to registration

- 14.1 This agreement shall be governed by, construed and take effect in accordance with, the law of Scotland and the courts of Scotland shall have jurisdiction to hear and determine any matters arising.
- 14.2 The parties hereto consent to registration for preservation and execution.

15 Tenant Indemnity and Council Tax

- 15.1 The Tenant is responsible for the payment of council tax, (or any similar charge replacing council tax) or any other local tax, to the local council in respect of the Room during the duration of this agreement. Where the Tenant is registered as a full time student an exemption may apply. All local councils act under different policies regarding the exemption of council tax.
- 15.2 The Landlord holds no responsibility for the payment of council tax when a Room is let under the dates of this agreement. The Tenant agrees to reimburse and indemnify the Landlord for any council tax (or similar charges replacing council tax) charges they may incur during the duration of this agreement.

16 Landlord's obligations

- 16.1 The Landlord shall:
- a. Allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
 - b. Carry out the following services:
 - a. Maintain and repair the structure of the Building including the window frames and window glass;
 - b. Clean and procure the lighting of the Shared Areas;
 - c. Maintain the service media serving the Building;
 - d. Provide security facilities for the Building;
 - c. Comply with the Furniture and Furnishings (Fire Safety) regulations 1988 and any subsequent amendments;
 - d. Insure the Flat, the Room Items and the Shared Items. The Landlord shall also arrange to provide a basic student contents insurance package for the Tenant from Endsleigh Insurance, which the student should activate by registering with Endsleigh directly. However the Landlord accepts no liability for loss or damage to the Tenant's personal possessions;
 - e. At the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.
- 16.2
- a. The Landlord shall not be liable for the temporary deprivation of the occupancy or the use and enjoyment of the Room by or through the bursting, leaking, failure or interruption to services provided and service media;
 - b. The Tenant acknowledges that the Landlord has no control over the neighbouring properties and any disruption caused by neighbouring building works during the residential period will not form the basis for any claim for a discount of Rent, compensation, termination on disagreement or request to relocate to alternative accommodation.
 - c. The Landlord reserves the right to amend, add to, remove or make changes to the layout, style, décor and equipment featured in the Building including associated services and shall be held in breach of this agreement as a result of such changes.
- 16.3 The Landlord's right in this agreement may be exercised by the Management Company on behalf of the Landlord and the Landlord's obligations may be delegated to the Management Company. Notices which should be given by the Landlord or to the Landlord will be properly given if they are given by the Management Company or to the Management Company. Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Management Company consents. Both the Management Company and the Landlord are entitled to claim compensation for losses sustained or expenses reasonably incurred as a result of the Tenant's breach of their obligations in this agreement.



Signatures

Before signing this agreement the Tenant should read the following notes.

This agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he will be bound for the whole of the Residential Period and will not be released from his/her obligations (for example to pay Rent) until the Residential Period expires.

Signed By Tenant

Full name

Date

The procedure is that the Tenant prints and signs 2 copies of this agreement along with any other required documentation, and then returns these to the Management Company's designated office, where the Management Company (on behalf of the Landlord) will sign and date both copies of the agreement. The Management Company will then keep hold of the agreements and you will receive your copy when you take occupation of the Room.

Signed By Guarantor

Full name

Date

Note - If upon routine checking the Guarantor is found not to be genuine then the Reservation Fee will be forfeited by the Tenant and the Management Company shall have the right to withdraw offer of accommodation. A Guarantor is only required if the Tenant wants to pay the Rent in three instalments – if the Tenant settles the Rent in advance in full then they need not provide a Guarantor.



PLEASE NOTE THAT THE GUARANTOR MUST SIGN THIS AGREEMENT ABOVE. IF ANYONE OTHER THAN THE GUARANTOR SIGNS THIS AGREEMENT, OR FORGES THE GUARANTOR'S SIGNATURE, THIS IS A CRIMINAL OFFENCE AND WILL BE REPORTED TO THE POLICE.

Signed on behalf of the Landlord

Full name

Date

SAMPLE

