

# Part 1 - Fixed Term Standard Occupation Contract – Explanatory Information

(“this agreement”)

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the “Contract-Holder”, and the “Landlord”.

Your Landlord must give you a written statement, free of charge, within 14 days of the “occupation date” (the day on which you were entitled to move in), but it can be given before the occupation date. If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the Landlord may be liable to pay you compensation, equivalent to a day’s rent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the Landlord is required to give you. The terms set out your rights and responsibilities and those of the Landlord (that is, the things that you and your Landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

**Key matters** – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration<sup>1</sup>) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly), the fact that this is a fixed term contract and if there are periods during which the Contract-Holder is not entitled to occupy the dwelling as home, details of those periods.

**Fundamental terms** – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act<sup>2</sup>. However, others can be left out or changed, but only if you and the Landlord agree to do that and it benefits you as the Contract-Holder.

**Supplementary terms** – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the Landlord agree to it, these can be left out or changed, either to benefit you or the Landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

**Additional terms** – these are provisions agreed by you and the Landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

<sup>1</sup> “Other consideration” could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

<sup>2</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

An incorrect or incomplete written statement may mean the Landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the Landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the Landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your Landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied —

- (a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- (b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or
- (c) your Landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the Landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

You have important rights as to how you can use the dwelling, although some of these require the consent of your Landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your Landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your Landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes.

Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

## Part 2 - Written Statement of A Fixed Term Standard Occupation Contract – Key Matters

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below.<sup>3</sup>

**We will let you 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.**

### The Landlord and Landlord's Agent

Landlord

[Redacted]

c/o

Landlord's Agent Collegiate AC Ltd, Home Farm, School Road, Ardington, Oxfordshire, OX12 8PD  
email: [residents@collegiate-ac.com](mailto:residents@collegiate-ac.com)

This contract is made between the Landlord detailed above and the Contract-Holder detailed below.

### The Contract-Holder

Name

[Redacted]

Address

[Redacted]

Phone Number

[Redacted]

Mobile Number

[Redacted]

Email Address

[Redacted]

University

[Redacted]

Course

[Redacted]

### Permitted Occupier (if applicable)

Name

[Redacted]

<sup>3</sup> If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

## The Guarantor

A UK based guarantor or guarantor company is required for all Contract-Holders wishing to pay by instalments, if you are paying 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. |  |

## Property Details

|           |  |
|-----------|--|
| Name      |  |
| Address   |  |
| Flat      |  |
| Room      |  |
| Room Type |  |

## Definitions

In this agreement the following definitions apply:

**The Act:** the Renting Homes (Wales) Act 2016

**Interested Persons:** process servers, enforcement officers, guarantor services, bailiffs, local authorities, utility providers, debt collectors, authorised contractors, credit and reference providers, mortgage lenders and judgment creditors and their legal advisors or agents.

**Flat:** the flat as set out on page 2 of this agreement, excluding such rooms that are let or are intended to be let to students.

**Property:** the building, of which the Flat and the Room form part, as set out on page 2 of this agreement.

**Room:** the room within the Flat as set out on page 2 of this agreement which is exclusively occupied by the Contract-Holder.

**Room Items:** the items to be provided in the Room as listed under the heading "Room Items" in the inventory supplied on arrival.

**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.

**Shared Items:** the items to be provided in the Shared Areas and listed under the heading "Shared Items" in the inventory supplied on arrival.

**Contract-Holder, you, your:** the person named on page 1 of this agreement.

**Landlord, we, us, our:** the person named on the page 1 of this agreement and who own the Property.



## PART 3 - FIXED TERM STANDARD CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed<sup>4</sup> have **(F)** added after the term subheading. Fundamental terms that can be left out or changed have **(F+)** added. Supplementary terms have **(S)** added.

**[Where additional terms are included]** Additional terms have **(A)** added.

**[Where any fundamental or supplementary term has been left out of the contract or otherwise changed]**

Text omitted from a fundamental or supplementary term has been struck through and any new text is shown in CAPITALS.

Where a term is referring to the Contract-Holder, it usually uses “you” instead of “the Contract-Holder”. Similarly where a term is referring to something belonging to the Contract-Holder, it usually uses “your” rather than “the Contract-Holder’s”.

**[Where footnotes are included]** Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

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<sup>4</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

## TERMS

### Rent and other charges

#### Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the Landlord must provide you with written receipt of any rent or other consideration<sup>5</sup> paid or provided under the contract.

#### Periods when the dwelling is unfit for human habitation (S)

2. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation<sup>6</sup>.

#### Right of Set Off (F+)

3. If the Landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent<sup>7</sup>.

#### Obligation for Payment of Rent (A)

4. You must pay the rent in the manner due and at the times specified regardless of whether this is demanded or not.
5. The allowance for the payment of Rent by way of instalments is made on the express condition that each payment is made in full on or before the relevant due date.
6. Rent is always due in advance. If you fail to pay the rent in advance or on the date due the arrears process will automatically commence which will result in the issue of arrears letters. Interest will be charged after 7 days of becoming due on any outstanding sum at the daily interest of 3% above the Bank of England Base Rate. If rent remains unpaid, then legal action will be taken.
7. Whilst utilities (water, electricity, gas) are included within the Rent, we reserve the right to recharge you costs incurred for excess energy consumption and the cost of this as soon as practical.

#### Reservation Rent and Contents (A)

8. (1) You must pay the Reservation Rent on or before the date of this agreement. If for whatever reason, we are not able to provide the Room you may at any time before the Residential Period commences terminate this contract and we will return the Reservation Rent to you. Further details of the Landlord's Agent's cancellation policy are available to view on the Landlord's Agent's website [www.collegiate-ac.com](http://www.collegiate-ac.com).

(2) The Reservation Rent will be offset against the first month's rent, provided it is refundable in accordance with the Renting Homes (Fees etc.)(Wales) Act 2019.

(3) Upon moving into the Room, you must check that the supplied inventory is accurate and must sign and return the inventory to the Landlord's Agent within 7 days of moving into the Room. If the inventory is not signed and returned, then you accept that it is correct as supplied.

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<sup>5</sup> "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

<sup>6</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

<sup>7</sup> The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.



## Late Arrivals (A)

9. You must move in on the first day of the Residential Period unless agreed otherwise with the Accommodation Team in writing.

## Deposit

### Form of security (F+)

10. The Landlord may not require security (which includes a deposit) to be given in any form other than —
- a) money, or
  - b) a guarantee.

### Requirement to use a deposit scheme (F)

11. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme<sup>8</sup>.

- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the Landlord must —

- a) comply with the initial requirements of the authorised deposit scheme, and
- b) give you (and any person who has paid the deposit on your behalf) the required information.

- (3) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to —

- a) the authorised deposit scheme which applies
- b) the landlord's compliance with the initial requirements of the scheme, and
- c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights

12. (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

### **(4) UNDER THE TERMS OF THIS CONTRACT THERE IS NO DEPOSIT PAYABLE.**

### The Guarantor (A)

13. (1) In consideration of our allowing you to enter into this agreement, the Guarantor guarantees the payment by you to us of the Rent and any other monies payable under this contract and the performance and observance by you of the terms and provisions of this agreement.

- (2) If you default in the payment of the Rent or any other monies payable under the said agreement, the Guarantor will, upon written demand by us, immediately pay the Rent and any other monies that shall be due to us or the Landlord's Agents under this agreement, but the Guarantor accepts no legal or moral responsibility for any other person apart from you, unless that person is your guest.

- (3) This Guarantee shall continue in effect until all sums whatsoever payable by you under this contract have been paid in full and this Guarantee shall not be terminated by your death or bankruptcy.

- (4) Any neglect or delay by us in endeavouring to obtain payment of the Rent when it falls due and any time or indulgence

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<sup>8</sup> Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

granted by us to you to comply with any part of the contract shall not release or exonerate the Guarantor, or in any way affect the liability of the Guarantor, under this agreement.

(5) This Guarantee shall constitute the Guarantor as principal debtor.

(6) You agree that as party to this agreement, we and the Landlord's Agent may discuss any element of your Occupation Contract, and your conduct and wellbeing, with the Guarantor.

## Prohibited Conduct

### Anti-social behaviour and other prohibited conduct<sup>9</sup> (F)

14. (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)

- a) to live in the dwelling subject to this contract, or
- b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —

- a) in the dwelling subject to this contract, or
- b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct —

- a) capable of causing nuisance or annoyance to —
  - (i) the Landlord, or
  - (ii) a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and
- b) that is directly or indirectly related to or affects the Landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts<sup>10</sup> and any other part of a building comprising the dwelling, for criminal purposes.<sup>9</sup>

5) You must not, by any act or omission —

- a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term, or
- b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

### Contract-Holders Obligations (A)

15. You must:

- a) Agree to adhere to and obey the rules and regulations of the Property as may be made and varied from time to time and notified to you in the Landlord's Agent's handbook for tenants, or exhibited at the main office of the Property;

<sup>9</sup> Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

<sup>10</sup> The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract holder is entitled under the terms of the contract to use in common with others.

- b) Not keep any animal, bird, or reptile at the Flat, other than a registered assistance animal, without prior written consent from the Landlord;
- c) Not change the internal or external colour of the Flat;
- d) Be responsible for your own washing up, clearance of debris, grease, and spillages.
- 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 Contract-Holder and the Permitted Occupier, if any. For the avoidance of doubt the Permitted Occupier is personal permission to occupy the Room on a non-exclusive basis and no relationship of landlord and tenant is thereby created. You are responsible for the acts or omissions of the Permitted Occupier in relation to the use and occupation of the Room and you must not cause or permit the Permitted Occupier to be in breach of any of the terms of this agreement. You must notify us promptly if the Permitted Occupier no longer has your consent to occupy as the Permitted Occupier will not be permitted to remain in occupation
- f) Clean the refrigerator interior and place rubbish in the centrally located refuse bins provided, and separate any waste as required by the local authority;
- g) Remove waste on a regular basis to ensure hygiene standards and avoid odours;
- h) Remain responsible for any visitors that they bring into the Property, this includes any actions that the visitor may undertake to cause damage to any part of the Property;
- i) 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;
- j) Not to cause nuisance or annoyance to the owners or occupiers of adjacent or nearby properties and in particular not to allow music to be played for commercial purposes on the whole or any part of the property;
- k) 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 further not to keep any combustible or offensive goods, provision or materials in the Flat;
- l) Not use a paraffin or portable gas heater or candles within the Flat;
- m) 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;
- n) 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<sup>11</sup>;
- o) Not use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in the Flat other than any which may be supplied by us;
- p) Not tamper with any firefighting or fire 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<sup>12</sup>;

<sup>11</sup> This is so that if keys are lost, they cannot be identified with the Flat to which they belong.

<sup>12</sup> 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.

- q) Not open the windows past the set restrictors other than in the event of an emergency and evacuation through the window being required;
- r) Not smoke in any part of the Property<sup>13</sup>;
- s) Use the bicycle storage facilities provided, and not bring any bicycles into any other part of the Property;
- t) Not use any open chip pan or fryers;
- u) Be responsible for descaling and cleaning the showerhead in the Room detailed on this agreement<sup>14</sup>.

16. You are responsible for paying any local council tax that is due, or becomes due, during the dates of this agreement. If required to do so by the local council, or by us, you must obtain a 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, you agree that you will be liable for any council tax liability that may arise for any period covered under the dates of this agreement.

## Control of the Dwelling

### Use of the dwelling by the Contract-Holder (S)

17. ~~You must not carry on or permit any trade or business at the dwelling without the Landlord's consent.~~ YOU MUST 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 CONTRACT-HOLDER.

### ~~Permitted occupiers who are not lodgers or sub-holders (S)~~

18. ~~You may permit persons who are not lodgers<sup>15</sup> or sub-holders<sup>16</sup> to live in the dwelling as a home.~~

### Right to occupy without interference from the Landlord (F+)

19. (1) The Landlord may not, by any act or omission, interfere with your right to occupy the dwelling.
- (2) The Landlord does not interfere with your right to occupy the dwelling by reasonably exercising the Landlord's rights under this contract.
- (3) The Landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act<sup>17</sup>).
- (4) The Landlord is to be treated as having interfered with your right if a person who —
- a) acts on behalf of the Landlord, or

13 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.

14 This term is required in the interests of health and safety. Landlord's Agent staff will attend to repairs and maintenance.

15 Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

16 Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

17 Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 25 and 26 of this contract.

- b) has an interest in the dwelling, or part of it, that is superior to the Landlord's interest, interferes with your right by any lawful act or omission.

#### **Landlord's right to enter the dwelling – Repairs (F+)**

20. (1) The Landlord may enter the dwelling at any reasonable time for the purpose of —

- a) inspecting its condition and state of repair, or
- b) carrying out works or repairs needed in order to comply with the obligations set out in terms 25 and 26 of this contract.

(2) The Landlord must give at least 24 hours' notice to you before exercising that right.

(3) Paragraph (4) of this term applies where —

- a) the dwelling forms part only of a building, and
- b) in order to comply with the obligations set out in terms 25 and 26 the Landlord needs to carry out works or repairs in another part of the building.

(4) The Landlord is not liable for failing to comply with the obligations under terms 25 and 26 if the Landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

#### **Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)**

21. (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 24 ~~(2)~~ and (3), the Landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.

(2) But the Landlord must give you at least 24 hours' notice before entering the dwelling.

#### **Landlord's right to enter the dwelling – Emergencies (S)**

22. (1) In the event of an emergency which results in the Landlord needing to enter the dwelling without notice, you must give the Landlord immediate access to the dwelling.

(2) If you do not provide access immediately, the Landlord may enter the dwelling without your permission.

(3) If the Landlord enters the dwelling in accordance with paragraph (2) of this term, the Landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purposes of paragraph (1) in this term, an emergency includes —

- a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
- b) something which if not dealt with by the Landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

#### **Landlord's right to enter – Other (A)**

23. You will allow us and the Landlord's Agent 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:

- (1) Carry out the services under this agreement
- (2) Show the accommodation to prospective new Contract-Holder
- (3) 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.

## Care of the dwelling – Contract-Holder’s responsibilities

### Duty to take care of the dwelling (S)

~~24. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—~~

- ~~a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,~~
- ~~b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the Landlord,~~
- ~~c) keep the dwelling in a state of reasonable decorative order, and~~
- ~~d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier<sup>18</sup>, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.~~

25. YOU ARE NOT PERMITTED TO 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.

### Duty to notify Landlord of defect or disrepair (S)

26. (1) You must notify the Landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the Landlord’s responsibility.

~~(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the Landlord’s responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.~~

~~(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>19</sup> by you, any permitted occupier or any person visiting the dwelling.~~

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<sup>18</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

<sup>19</sup> Section 96(3) of the Act defines “lack of care” as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

## Care of the dwelling – Landlord’s obligations

### Landlord’s obligation: fitness for human habitation (F+)

27. (1) The Landlord must ensure that the dwelling is fit for human habitation<sup>20</sup>—

- a) on the occupation date of this contract, and
- b) for the duration of this contract.

(2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

### Landlord’s obligation to keep a dwelling in repair (F+)

28. (1) The Landlord must —

- a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- b) keep in repair and proper working order the service installations in the dwelling.

(2) If the dwelling forms part only of a building, the Landlord must —

- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the Landlord has an estate or interest, and
- b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —
  - (i) forms part of any part of the building in which the Landlord has an estate or interest, or
  - (ii) is owned by the Landlord or is under the Landlord’s control.

(3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract, “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

### Further Landlord obligations in relation to terms 25 and 26 (F+)

29. (1) The Landlord must make good any damage caused by works and repairs carried out in order to comply with the Landlord’s obligations under terms 25 and 26.

(2) The Landlord may not impose any obligation on you in the event of you enforcing or relying on the Landlord’s obligations under terms 25 and 26.

### Limits on Landlord obligations in relation to terms 25 and 26: General (F+)

30. (1) Term 25(1) does not impose any liability on the Landlord in respect of a dwelling which the Landlord cannot make fit for human habitation at reasonable expense.

(2) The Landlord’s obligations under terms 25(1) and 26(1) do not require the Landlord —

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<sup>20</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government’s website.

- a) to keep in repair anything which you are entitled to remove from the dwelling, or
- b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the Landlord's obligation under terms 25(1) and 26(2) do not require the Landlord to rebuild or reinstate any other part of the building in which the Landlord has an estate or interest, in the case of destruction or damage by a relevant cause

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 26(2) does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of —

- a) the dwelling, or
- b) the common parts that you are entitled to use under this contract.

**Limits on Landlord obligations in relation to terms 25 and 26: Contract-Holder's fault (F+)**

31. (1) Term 25(1) does not impose any liability on the Landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The Landlord is not obliged by term 26(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care —

- a) of the dwelling, or
- b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

**Limits on Landlord obligations in relation to terms 25 and 26: notice (F+)**

32. (1) The Landlord's obligations under term 25(1)(b) and under term 26(1) and (2) do not arise until the Landlord (or in the case of joint Landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The Landlord complies with the obligations under term 25(1)(b) and under term 26(1) and (2) if the Landlord carries out the necessary works or repairs within a reasonable time after the day on which the Landlord becomes aware that they are necessary.

(3) If —

- a) the Landlord (the "old Landlord") transfers the old Landlord's interest in the dwelling to another person (the "new Landlord"), and
- b) the old Landlord (or where two or more persons jointly constitute the old Landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 25(1) or 26(1) or (2),

the new Landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

**Additional Landlord Obligations (A)**

33. We agree to:



- a) Comply with the Furniture and Furnishings (Fire Safety) regulations 1988 and any subsequent amendments;
- b) Insure the Flat, the Room Items and the Shared Items;
- c) We will also arrange to provide a basic student contents insurance package for the Contract-Holder from Endsleigh Insurance, which the student should activate by registering with Endsleigh directly. However, we accept no liability for loss or damage to your personal possessions;
- d) At the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.

### **Rights of permitted occupiers (F+)**

34. A permitted occupier<sup>21</sup> who suffers personal injury, or loss of or damage to personal property, as a result of the Landlord failing to comply with term 25 or 26, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

~~(2) But a permitted occupier who is a lodger<sup>22</sup> or sub-holder<sup>23</sup> may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation<sup>24</sup> contract is made, in accordance with this contract.~~

### **Making changes to the dwelling or utilities**

#### **Changes to the dwelling (S)**

~~35. (1) You must not make any alteration to the dwelling without the consent of the Landlord.~~

~~(2) The purposes of paragraph (1) of this term, "alteration" includes —~~

- ~~a) any addition to or alteration of the fixtures and fittings in the dwelling,~~
- ~~b) the erection of an aerial or satellite dish,~~
- ~~c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and~~
- ~~d) the carrying out of external decoration to the dwelling.~~

36. YOU MUST:

- a) KEEP THE INTERIOR OF THE FLAT TOGETHER WITH ALL FIXTURES AND FITTINGS OF THE FLAT AND OUR 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).
- b) NOT ERECT OR PERMIT TO BE PROJECTED OUTSIDE OF THE PROPERTY ANY WIRELESS/SATELLITE DISH OR TELEVISION AERIAL.
- c) NOT COVER OR OBSTRUCT IN ANY WAY THE AIR VENTS IN THE FLAT.
- d) NOT REMOVE ANY DOOR CLOSERS

#### **Provision of utilities to the dwelling (A)**

37. We reserve the right to recharge you costs incurred for utilities (water, electricity, gas). These costs will be monitored by the accommodation team and notification of excess energy consumption and the cost of this as soon as practical. We

<sup>21</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

<sup>22</sup> Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract

<sup>23</sup> Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

<sup>24</sup> Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

further reserve the right to request a bond, payable by you on demand, as security for additional reasonable costs incurred by us in relation to any communication services.

### **Changes to the provision of utilities to the dwelling (S)**

38. You may change any of the suppliers to the dwelling of —

- a) electricity, gas, or other fuel or water (including sewerage) services;
- b) telephone, internet, cable television or satellite television services.

(2) You must inform the Landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(3) Unless the Landlord consents, you must not —

- a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

(3) For the purposes of paragraph (3)(b) of this term, “specified service installations” means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

### **Security and safety of the dwelling: Contract-Holder’s responsibilities**

#### **Security of the dwelling – unoccupied periods (S)**

~~39. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the Landlord as soon as reasonably practicable.~~

#### **Security of the dwelling – locks (S)**

40. (1) You must take reasonable steps to ensure the dwelling is secure BY ENSURING THE FLAT IS NOT LEFT UNOCCUPIED FOR ANY PERIOD WHATSOEVER WITHOUT LOCKING AND SECURING ALL DOORS AND WINDOWS.

~~(2) You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.~~

~~(3) If any change made under paragraph (2) of this term results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the Landlord as soon as reasonably practicable of any change and make available to the Landlord a working copy of the new key.~~

### **Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage**

#### **Permissible forms of dealing (F+)**

~~41. You may not deal with this contract, the dwelling or any part of the dwelling except —~~  
a) ~~in a way permitted by this contract, or~~

b) ~~in accordance with a family property order (see section 251 of the Act)<sup>26</sup>.~~

~~(2) A joint Contract Holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except—~~

- ~~a) in a way permitted by this contract, or~~
- ~~b) in accordance with a family property order.~~

~~(3) If you do anything in breach of paragraph (1) of this term, or a joint contract holder does anything in breach of paragraph (2) of this term—~~

- ~~a) the transaction is not binding on the Landlord, and~~
- ~~b) you or the joint Contract Holder are in breach of this contract (despite the transaction not being binding on the Landlord).~~

~~(4) "Dealing" includes—~~

- ~~a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;~~
- ~~b) transferring;~~
- ~~c) mortgaging or otherwise charging.~~

42. YOU MAY 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.**

43. YOU ARE NOT TO ALLOW ANY OTHER PERSON INTO OCCUPATION OTHER THAN THE NAMED CONTRACT-HOLDER.

44. IN THE EVENT THAT YOU WISH TO TERMINATE THIS CONTRACT, YOU WILL NEED TO FIND ANOTHER CONTRACT-HOLDER (WHO MUST FIRST BE APPROVED BY US ACTING REASONABLY) TO TAKE A NEW CONTRACT OF THE ROOM FOR A TERM WHICH IS EQUIVALENT TO THE UNEXPIRED TERM OF THIS CONTRACT. AN ADMINISTRATION FEE OF £50 WILL APPLY FOR THE COSTS OF PREPARATION, DELIVERY, AND EXECUTION OF THE REPLACEMENT CONTRACT IN THESE CIRCUMSTANCES.

### **Permitting lodgers (S)**

45. You must not allow persons to live in the dwelling as lodgers<sup>26</sup> without the Landlord's consent.

### **Provisions about joint Contract-Holders**

#### **Adding a joint Contract Holder (F+)**

~~46. (1) You, as the Contract Holder under this contract, and another person may, with the consent of the Landlord<sup>27</sup>, make that person a joint Contract Holder under the contract.~~

<sup>25</sup> Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

<sup>26</sup> For the purposes of this term, section 244(3) and (4) of the Act states that 'a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.'

<sup>27</sup> When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a 'landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions'. What is reasonable is to be determined having regard to Schedule 6 to the Act

~~(2) If a person is made a joint Contract Holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a Contract Holder under this contract from the day on which he or she becomes a joint contract holder~~

**Joint Contract-Holder ceasing to be a party to a contract — survivorship (F)**

47. (1) If a joint Contract-Holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint Contract-Holders are —

- a) fully entitled to all the rights under this contract, and
- b) liable to perform fully every obligation owed to the Landlord under this contract.

(2) The joint Contract-Holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.

(3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint Contract-Holder accruing before he or she ceases to be a party to the contract

(4) This term does not apply where a joint Contract-Holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

**(5) WHILST THE ABOVE IS A FUNDAMENTAL TERM OF THIS OCCUPATION CONTRACT, JOINT CONTRACT-HOLDERS ARE NOT PERMITTED DUE TO THE NATURE OF THE PROPERTY.**

## Termination of Contract – General

### Permissible termination etc. (F)

48. This contract may be ended only in accordance with —

- a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 30 to 33, 36 to 46 and term 54<sup>28</sup>, or
- b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) Nothing in this term affects —

- a) any right of the Landlord or Contract-Holder to rescind the contract, or
- b) the operation of the law of frustration<sup>29</sup>.

### Termination by agreement (F+)

49. ~~(1) If the Landlord and you agree to end this contract, this contract ends —~~

- ~~a) when you give up possession of the dwelling in accordance what you agree with the Landlord, or~~
- ~~b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.~~

~~(2) An occupation contract is a substitute contract if —~~

- ~~a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and~~
- ~~b) you were also the Contract Holder under the original contract.~~

### Repudiatory breach by Landlord (F+)

50. If the Landlord commits a repudiatory breach<sup>30</sup> of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

### Death of a sole Contract-Holder (F)

51. (1) If you are sole Contract-Holder, this contract ends —

- a) one month after your death, or
- b) if earlier, when the Landlord is given notice of your death by the authorised persons.

(2) The authorised persons are —

- a) your personal representatives, or
- b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

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<sup>28</sup> The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 30 to 33, 36 to 46 and term 54.

<sup>29</sup> The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

<sup>30</sup> A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory

(4) The contract does not end if, at your death, a family property order<sup>31</sup> has effect which requires the contract to be transferred to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends —

- a) when the order ceases to have effect, or
- b) if later, at the time the contract would end under the paragraph (1) of this term.

#### **Contract-Holders' obligations at the end of the contract (S)**

52. When you vacate the dwelling at the end of this contract, you must —

- a) remove from the dwelling all property belonging —
  - i. to you, or
  - ii. to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- b) return any property belonging to the Landlord to the position that property was in on the occupation date, and
- c) return to the Landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

53. (1) YOU MUST ATTEND A CHECK-OUT INSPECTION ARRANGED BY THE LANDLORD'S AGENT AND SIGN A COPY OF THE INSPECTION REPORT, NOTING ANY COMMENTS THEY MAY HAVE.

(2) YOU MUST ARRANGE A SUITABLE TIME WITH THE LANDLORD'S AGENT FOR AN INSPECTION OF THE FLAT, OR FLAT AND ROOM. THE PURPOSE OF THE INSPECTION IS TO DETERMINE THE CONDITION OF THE ROOM AND WHETHER ANY CHARGES ARE TO BE MADE.

**IF YOU FAIL TO ATTEND THE CHECK OUT INSPECTION IT WILL BE VERY DIFFICULT FOR YOU TO CHALLENGE THE INSPECTION AND ANY CHARGES LEVIED FOR DAMAGE AND DISPOSAL OF REFUSE AND ABANDONED ITEMS.**

(3) IF ANY OF YOUR BELONGINGS HAVE NOT BEEN REMOVED FROM THE PROPERTY AT THE EXPIRATION OF THIS AGREEMENT, YOU MUST PAY US DAMAGES AT A DAILY RATE TO COMPENSATE FOR THE COST OF STORAGE OR DISPOSAL OF THOSE BELONGINGS UNTIL YOU REMOVE ALL SUCH ITEMS, PROVIDED ALWAYS THAT AFTER THE END OF THIS AGREEMENT WE MAY REMOVE ANY OF YOUR REMAINING ITEMS AND AFTER 14 DAYS DISPOSE OF THEM ON YOUR BEHALF SUBJECT TO OFFSETTING THE COST OF STORAGE AND DISPOSAL OF THESE ITEMS.

(4) YOU MUST HAND OVER TO THE US OR THE LANDLORD'S AGENT OR BY 12 (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, DOORENTRY CARDS, OR ANY OTHER ACCESS DEVICES, ARE NOT HANDED OVER BY YOU TO US OR THELANDLORD'S AGENT BY THE END OF THE LAST DAY OF THE RESIDENTIAL PERIOD IT SHALL BEASSUMED THEREAFTER THAT YOU HAVE GIVEN UP YOUR RIGHT TO OCCUPY THE ROOM FROM THE EXPIRY OF THE LAST DAY OF THE RESIDENTIAL PERIOD IF AT THAT DATE YOU ARE NOT PHYSICALLY OCCUPYING ANY PART OF THE ROOM (PROVIDED ALSO THAT FOR THE PURPOSES OF THIS TERM THE FACT THAT ANY OF THE CONTRACT-HOLDER'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 YOU).

#### **Repayment of rent or other consideration (S)**

~~54. The Landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.~~

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<sup>31</sup> Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc

## **Termination by Contract Holder**

### **Early termination by Contract Holder (F+)**

55. ~~(1) You may end this contract at any time before the earlier of —~~

- a) ~~the Landlord giving you a written statement of this contract under term 49(1), or~~
- b) ~~the occupation date.~~

(2) ~~To end this contract under paragraph (1) of this term, you must give a notice to the Landlord stating that you are ending this contract<sup>32</sup>.~~

(3) ~~On giving the notice to the Landlord, you —~~

- a) ~~cease to have any liability under this contract, and~~
- b) ~~become entitled to the return of any deposit, rent or other consideration given to the Landlord in accordance with this contract.~~

### **Termination of the contract with joint Contract Holders (F+)**

56. ~~If there are joint Contract Holders under this contract, this contract cannot be ended by the act of one or more of the joint Contract Holders acting without the other joint Contract Holder or joint Contract Holders.~~

## **Termination by the Landlord: possession claims and possession notices**

### **Possession claims (F)**

57. The Landlord may make a claim to the court for recovery of possession of the dwelling from you (“a possession claim”) only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 40 to 45 and 54.

### **Possession notices (F+)**

58. (1) This term applies in relation to a possession notice which a Landlord is required to give to a Contract-Holder under any of the following terms before making a possession claim —

- a) term 41 (in relation to a breach of contract by a Contract-Holder);
- b) ~~term 43 (in relation to estate management grounds);~~
- c) term 45 (in relation to serious rent arrears).

(2) The notice must (in addition to specifying the ground on which the claim will be made) —

- a) state the Landlord’s intention to make a possession claim
- b) give particulars of the ground for seeking possession, and
- c) state the date after which the Landlord is able to make a possession claim.

## **Termination by the Landlord: grounds for making a possession claim**

### **Breach of contract (F+)**

59. (1) IF YOU BREACH THIS CONTRACT, YOU WILL BE ASKED TO ATTEND A MEETING WITH THE ACCOMMODATION TEAM TO DISCUSS ACTIONS GOING FORWARD; and

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<sup>32</sup> See term 74 regarding the giving of a notice.

(2) the Landlord may on that ground make a possession claim.

(3) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

#### **Restrictions on making a possession claim in relation to a breach of contract (F+)**

60. (1) Before making a possession claim on the ground in term 58, the Landlord must give you a possession notice specifying that ground.

(2) The Landlord may make a possession claim in reliance on a breach of term 12 (anti-social behaviour and other prohibited conduct) on or after the day on which the Landlord gives you a possession notice specifying a breach of that term.

(3) The Landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the Landlord gives you a possession notice specifying a breach of that term.

(4) In either case, the Landlord may not make a possession claim after the end of the period of six months starting with the day on which the Landlord gives you the possession notice.

#### **Estate management grounds (F+)**

~~61. The Landlord may make a possession claim on one or more of the estate management grounds.~~

~~(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.~~

~~(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless—~~

~~a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and~~

~~b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).~~

~~(4) If the court makes an order for possession on an estate management ground (and on no other ground), the Landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.~~

~~(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).~~

#### **Restrictions on making a possession claim under term 42 (estate management grounds) (F+)**

~~62. Before making a possession claim on an estate management ground, the Landlord must give you a possession notice specifying that ground.~~

~~(2) The Landlord may not make the claim—~~

~~a. before the end of the period of one month starting with the day on which the Landlord gives you the possession notice, or~~

~~b. after the end of the period of six months starting with that day.~~



~~(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act<sup>33</sup> subject to conditions, the Landlord may give you a possession notice specifying estate management Ground B before the conditions are met.~~

~~(4) The Landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —~~

- ~~a) — before the end of the period of six months starting with the day on which the Landlord (or in the case~~
- ~~b) — of joint Landlords, any one of them) became aware of the previous Contract Holder's death, or~~
- ~~c) — after the end of the period of twelve months starting with that day.~~

~~(5) The Landlord may not give you a possession notice specifying estate management Ground H (departing joint Contract Holder) after the end of the period of six months starting with the day on which the joint Contract Holder's rights and obligations under this contract ended.~~

### **Serious rent arrears (F+)**

63. (1) If you are seriously in arrears with your rent, the Landlord may on that ground make a possession claim.

(2) You are seriously in arrears with your rent —

- a. where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- b. where the rental period is a month, if at least two months' rent is unpaid;
- c. where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- d. where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

(3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights)<sup>34</sup> make an order for possession of the dwelling if it is satisfied that you —

- a. were seriously in arrears with your rent on the day on which the Landlord gave you the possession notice, and
- b. are seriously in arrears with your rent on the day on which the court hears the possession claim.

### **Restrictions on making a possession claim under term 44 (serious rent arrears) (F+)**

64. (1) Before making a possession claim on the ground in term 44, the Landlord must give you a possession notice specifying that ground.

(2) The Landlord may not make the claim —

- a. before the end of the period of 14 days starting with the day on which the Landlord gives you the possession notice, or
- b. after the end of the period of six months starting with that day.

### **Court's Order for possession**

#### **Effect of order for possession (F+)**

65. (1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends —

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<sup>33</sup> Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

<sup>34</sup> "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law

- a. if you give up possession of the dwelling on or before that date, on that date,
- b. if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
- c. if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

~~(2) Paragraph (3) of this term applies if —~~

- ~~a) it is a condition of the order that the Landlord must offer a new contract in respect of the same dwelling to one or more joint Contract Holders (but not all of them), and~~
- ~~b) that joint Contract Holder (or those joint Contract Holders) continues to occupy the dwelling on and after the occupation date of the new contract.~~

(3) This contract ends immediately before the occupation date of the new contract.

## Variation

### Variation (F – except 47(1)(a) which is F+)

66. This contract may not be varied except —

- a) by agreement between you and the Landlord, or
- b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 66.

### Limitation on variation (F)

67. (1) The fundamental terms of this contract set out in paragraph (2) of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) The fundamental terms to which paragraph (1) of this term applies are —

- a. term 38 (requirement to use deposit scheme),
- b. term 12 (anti-social behaviour and other prohibited conduct),
- c. term 45 (joint Contract-Holder ceasing to be a party to the occupation contract),
- d. NOTE THIS TERM DOES NOT APPLY TO THE CONTRACT DUE TO NATURE OF THE DWELLING BEING SOLELY STUDENT ACCOMMODATION.
- e. term 46 (permissible termination),
- f. term 49 (death of sole Contract-Holder),
- g. term 55 (possession claims),
- h. term 65(1)(b) and (2) (variation),
- i. this term, and
- j. term 73 (false statement inducing - Landlord to make contract to be treated as breach of conduct).

(3) A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect —

- a) unless as a result of the variation —

- i. the fundamental provision<sup>35</sup> which the term incorporates is incorporated without modification, or
- ii. the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;

b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

(4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

## Written statements and the provision of information

### Written statements (F+)

68. (1) The Landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the Contract-Holder under this contract, the Landlord must give the new Contract-Holder a written statement of this contract before the end of the period of 14 days starting with —

- a) the day on which the identity of the Contract-Holder changes, or
- b) if later, the day on which the Landlord (or in the case of joint Landlords, any one of them) becomes aware that the identity of the Contract-Holder has changed.

(3) The Landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

(4) You may request a further written statement of this contract at any time.

(5) The Landlord may charge a reasonable fee for providing a further written statement.

(6) The Landlord must give you the further written statement before the end of the period of 14 days starting with —

- a) the day of the request, or
- b) if the Landlord charges a fee, the day on which you pay the fee.

### Written statement of variation (F+)

69. (1) If this contract is varied the Landlord must, before the end of the relevant period, give you —

- a. a written statement of the term or terms varied, or
- b. a written statement of this contract as varied.

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The Landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

### Provision of information by Landlord about the Landlord (F+)

70. (1) The Landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the Landlord.

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<sup>35</sup> Sections 18 and 19 of the Act explain that “fundamental provisions” are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as “fundamental terms”.

(2) If there is a change in the identity of the Landlord, the new Landlord must, before the end of the period of 14 days starting with the day on which the new Landlord becomes the Landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new Landlord.

(3) If the address to which you may send documents that are intended for the Landlord changes, the Landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

#### **Compensation for breach of term 69 (F+)**

71. (1) If the Landlord fails to comply with an obligation under term 69, the Landlord is liable to pay you compensation under section 87 of the Act.

(2) The compensation is payable in respect of the relevant date and every day after the relevant date until —

- a) the day on which the Landlord gives the notice in question, or
- b) if earlier, the last day of the period of two months starting with the relevant date.

(3) Interest on the compensation is payable if the Landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

(5) The relevant date is the first day of the period before the end of which the Landlord was required to give the notice.

#### **Inventory (S)**

72. (1) The Landlord must provide you with an inventory in relation to the dwelling no later than the date by which the Landlord must provide you with the written statement of this contract in accordance with term 49.

(2) The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

(3) If you disagree with the information within the inventory, you may provide comments to the Landlord.

(4) Where no comments are received by the Landlord within 14 days, the inventory is deemed accurate.

(5) Where comments are received by the Landlord within 14 days, the Landlord must either —

- a) amend the inventory in accordance with those comments and send the amended inventory to you, or
- b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
- c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

73. UPON MOVING INTO THE ROOM, YOU MUST CHECK THAT THE SUPPLIED INVENTORY IS ACCURATE AND MUST SIGN AND RETURN THE INVENTORY TO THE LANDLORD'S AGENT WITHIN 7 DAYS OF MOVING INTO THE ROOM. IF THE INVENTORY IS NOT SIGNED AND RETURNED WITHIN THIS SPECIFIED TIMEFRAME, THEN YOU MUST ACCEPT THAT IT IS CORRECT AS SUPPLIED.

## Other matters

### False statement inducing Landlord to make contract to be treated as breach of conduct (F)

74. (1) If the Landlord is induced to make this contract by means of a relevant false statement —

- a) you are to be treated as being in breach of this contract, and
- b) the Landlord may accordingly make a possession claim on the ground in term 58 (breach of contract).

(2) A relevant false statement is one which if it is made knowingly or recklessly by —

- a) you, or
- b) another person acting at your instigation.

### Forms of notices etc. (F+)

75. (1) Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.

(2) Sections 236<sup>36</sup> and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

### Passing notices etc. to the Landlord (S)

76. You must —

- a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the Landlord specifically or the owner generally, and
- b) as soon as is reasonably practicable, give the Landlord the original copies of any such notices, orders or other documents to the Landlord.

### Notices (A)

77. (1) Any notice to us 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 Landlord's Agent's address given on page 1 of this agreement; or
- b) Sent to the Landlord's Agent's email address stated on page 1 of this agreement.

(2) Any notice sent to you under or in connection with this agreement shall be deemed to have been properly served if it is sent by first class post to the Flat and shall be deemed to have been received the day after it was sent.

(3) For the purposes of section 39 of the Act, our address for service is the Landlord's Agent's address as stated on the first page of this agreement

### Jurisdiction (A)

78. (1) Subject to the terms of clause 76.2, this agreement shall be governed by, construed, and take effect in accordance with, the law of England and Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.

(2) This agreement has been entered into on the date stated under our signature.

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<sup>36</sup> Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

### Your Indemnity – Council Tax (A)

79. (1) You agree to be responsible for the payment of council tax (or any similar charge replacing council tax) to the local council during the duration of this agreement. If you are registered as a full-time student an exemption may apply. All local councils act under different policies regarding the exemption of council tax.

(2) We hold no responsibility for the payment of council tax when a Room is let under the dates of this agreement. You agree to reimburse and indemnify us for any council tax (or similar charges replacing council tax) charges that may incur during the duration of this agreement.

### Costs (A)

80. You must pay our reasonable and other costs if we are required to take any action against you for not paying any amount you owe or if you do not comply with any of your responsibilities under this agreement.

### Provision of Information (A)

81. (1) You acknowledge that you have received from us prior to the Contract commencing the following:

- a) an Energy Performance Certificate for the Flat;
- b) a current gas safety certificate for the Flat; and
- c) a current electricity safety certificate for the Flat.

### Data Protection and Confidentiality (A)

82. Your personal information will be retained by the Landlord's Agent in accordance with the terms of the Landlord's Agent's privacy policy ("the Policy") which is available to view on the Landlord's Agent's website [www.collegiate-ac.com](http://www.collegiate-ac.com). In addition to the information provided to the Landlord's Agent in accordance with the Policy, you agree that this information can be forwarded and shared with Interested Persons. This information can/will be provided without further notice only when the Landlord's Agent is authorised to do so under the Policy.

### ANNEX

See term 60

#### ESTATE MANAGEMENT GROUNDS<sup>37</sup>

##### Ground A (building works)

~~1. The Landlord intends, within a reasonable time of obtaining possession of the dwelling—~~

- ~~(a) to demolish or reconstruct the building or part of the building comprising the dwelling, or~~
- ~~(b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.~~

##### Ground B (redevelopment schemes)

~~2. (1) This ground arises if the dwelling satisfies the first condition or the second condition.~~

~~(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the Landlord intends within a reasonable time of obtaining possession to dispose of the~~

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<sup>37</sup> This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

~~dwelling in accordance with the scheme.~~

~~(3) The second condition is that part of the dwelling is in such an area and the Landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.~~

#### SPECIAL ACCOMMODATION GROUNDS

##### Ground C (charities)

~~3. (1) The Landlord is a charity and the Contract Holder's continued occupation of the dwelling would conflict with the objects of the charity.~~

~~(2) But this ground is not available to the Landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of Landlord (whether L or another person) has been a charity.~~

~~(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).~~

##### Ground D (dwelling suitable for disabled people)

~~4. The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—~~

- ~~a) — there is no longer such a person living in the dwelling, and~~
- ~~b) — the Landlord requires the dwelling for occupation by such a person~~

~~(whether alone or with members of that person's family).~~

##### Ground E (housing associations and housing trusts: people difficult to house)

~~5. (1) The Landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—~~

- ~~a) — either there is no longer such a person living in the dwelling or a local housing authority has offered the Contract Holder a right to occupy another dwelling under a secure contract, and~~
- ~~b) — the Landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).~~

~~(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.~~

##### Ground F (groups of dwellings for people with special needs)

~~6. The dwelling constitutes part of a group of dwellings which it is the practice of the Landlord to make available for occupation by persons with special needs and—~~

- ~~(a) — a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with these special needs;~~
- ~~(b) — there is no longer a person with those special needs living in the dwelling, and~~
- ~~(c) — the Landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).~~

## UNDER OCCUPATION GROUNDS

### ~~Ground G (reserve successors)~~

~~7. The Contract Holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the Contract Holder.~~

### ~~Ground H (joint Contract Holders)~~

~~8. (1) This ground arises if the first condition and the second condition are met.~~

~~(2) The first condition is that a joint Contract Holder's rights and obligations under the contract have been ended in accordance with—~~

~~(a) section 111, 130 or 138 (withdrawal), or~~

~~(b) section 225, 227 or 230 (exclusion).~~

~~(3) The second condition is that—~~

~~(a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract holder (or Contract Holders), or~~

~~(b) where the Landlord is a community Landlord, the remaining Contract Holder does not (or the remaining Contract Holders do not) meet the Landlord's criteria for the allocation of housing accommodation.~~

## OTHER ESTATE MANAGEMENT REASONS

### ~~Ground I (other estate management reasons)~~

~~9. (1) This ground arises where it is desirable for some other substantial estate management reason that the Landlord should obtain possession of the dwelling.~~

~~(2) An estate management reason may, in particular, relate to—~~

~~(a) all or part of the dwelling, or~~

~~any other premises of the Landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.~~



## Signatures

### Before signing this agreement you should read the following notes.

This contract is a legally binding document. Signing it means that you have read, understand, and agree to be bound by its terms. If you are unsure about anything in this agreement, or your responsibilities, we recommend you seek independent legal advice before signing. You should be aware that you will be bound for the whole of the Residential Period and will not be released from your obligations (for example to pay Rent) until the Residential Period expires.

Signed By Contract-Holder

Full name

Date

Signed By Guarantor

Full name

Date

Note - If upon routine checking the Guarantor is found not be genuine then the Reservation Rent will be forfeited, and the Landlord's Agent shall have the right to withdraw the offer of accommodation. A Guarantor is only required if you want to pay the Rent in instalments – if you settle the Rent in advance in full then you 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

It is agreed between the parties that the date on which this agreement shall come into being is the date specified under our signature above and references to "the date of this agreement" in this document shall be construed accordingly.

