

Common Law Agreement

("this agreement")

A legally binding tenancy agreement is only formed once the landlord has notified you of their intention to be bound. If you are booking online, the landlord will be bound on the earlier of: 1) when an electronic notification is sent to you that they intend to be bound, or 2) the tenancy start date. If you are booking offline, the landlord will be bound on the earlier of: 1) when a counter-signed copy of the tenancy agreement is sent to you, or 2) the tenancy start date.

This agreement is a common law tenancy/licence and is not an assured tenancy or assured shorthold tenancy under the Housing Act 1988. The parties agree that the accommodation forms part of purpose-built student accommodation and is let to full-time students only.

The Tenant confirms that they are a full-time student enrolled at a recognised educational institution and that this is a fundamental condition of this agreement. The Landlord reserves the right to request evidence of student status at any time during the Residential Period. If the Tenant ceases to be a full-time student or fails to provide satisfactory evidence when requested, the Landlord may terminate this agreement in accordance with its terms.

The Landlord and Landlord's Agent

Landlord

c/o

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

This agreement is made between the Landlord detailed above and the Tenant detailed below.

The Tenant

Name

Address

Phone Number

Mobile Number

Email Address

University

Course

Permitted Occupier (if applicable)

Name

The Guarantor

A UK based guarantor or guarantor company is required for all tenants 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:

Interested Persons: process servers, guarantor services, enforcement officers, 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 other 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 Tenant.

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, 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.

Tenant, 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.

1. Tenancy Term and Rent Charges

Tenancy Dates/Residential Period

Residential Period (12 noon)

Reservation Rent

The Reservation Rent is required to secure your room, and will be offset against your first rental payment which means that your first rental payment will be less than your subsequent payments.

Rent

Weekly Rate

Total Weeks

Total Rate

Payment Option Selected

Instalments

Other Charges

Car Parking

Potential charges are referenced in the Landlord's Agent's handbook for tenants.

- 1.1. 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.
- 1.2. 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. If any payment is missed or if any payment is not made in full then we reserve the right to demand full payment of the total outstanding amount for all the remaining instalments immediately without further notice needing to be sent and if the payment of the full amount is not received, we have the ability to terminate this agreement.
- 1.3. 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. 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.
- 1.4. 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 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.

2. Reservation Rent and Contents

- 2.1. 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 agreement 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.
- 2.2. The Reservation Rent will be offset against the first month's rent.
- 2.3. 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.

3. Late Arrivals

You must move in on the first day of the Residential Period unless agreed otherwise with the Accommodation Team in writing. If you do not move in within a week of the first day of the Residential Period unless you have agreed a later date in writing and/or have paid the 1st instalment of Rent, we shall have the right (but shall not be obliged) to terminate this agreement.

4. Expiry of the Tenancy (However it ends)

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 any of the following clauses are breached you will be asked to attend a meeting with the Accommodation Team 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 this agreement at full financial cost to you. In the event you wish to terminate this agreement, you will be liable for the Rent and any other monies payable under this agreement for the full Residential Period, or, if shorter, for the period until you find a replacement tenant (who must first be approved by us, acting reasonably). To be valid under this clause, applications to terminate may only be made if there is at least 4 weeks of the Residential Period left unexpired after the proposed date of termination. If a replacement tenant is found to take tenancy of the Room for a term which is equivalent to the unexpired Residential Period, the Tenant will be liable for the Landlord's administration charges of £50.00 inc. VAT for dealing with the changeover. On payment of the administration fee and commencement of the new tenancy, we will release you from this agreement.

5. The Accommodation

- 5.1. 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.

- 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 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).
- 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 and the Permitted Occupier, if any. For the avoidance of doubt the Permitted Occupier has 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. 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, other than a registered assistance animal, without prior written consent from the Landlord.
- 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. You must clean the refrigerator interior and place rubbish in the centrally located refuse bins provided, and separate any waste as required by the local
- j. Remove waste on a regular basis to ensure hygiene standards and avoid odours
- k. Remain responsible for any visitors that you 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 ours or our agents or our contractors.
 - Nuisance or intimidation or physical, verbal, or written abuse against other tenants, visitors, any employee ours or our agents or our 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 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.
- o. 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.
- p. Not use a paraffin or portable gas heater or candles within the Flat.
- q. Not allow any other person into occupation other than the named Tenants.
- r. 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.
- s. 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.

- t. Not erect or permit to be projected outside of the Property any wireless/satellite dish or television aerial.
- u. 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.
- v. Not cover or obstruct in any way the air vents in the Flat.
- w. Not remove any door closers

- x. 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.

- y. Not open the windows past the set restrictors other than in the event of an emergency and evacuation through the window being required

- z. Not smoke or vape in any part of the Property.

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.

- aa. Use bicycle storage facilities provided, and not bring any bicycles into any other part of the Property.

- ab. Not use any open chip pan/fryers.

- ac. Not leave the Flat unoccupied for any period whatsoever without locking and securing all doors and windows.

- ad. Notify the Landlord's Agent of all repairs and/or maintenance work which you consider necessary to the Room, the Flat or the Property as soon as such repairs or maintenance work are apparent.

- ae. 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.

- af. Be responsible for descaling and cleaning the showerhead in the Room detailed on this agreement.

The above clause is required in the interests of health and safety. Landlord's Agent staff will attend to repairs and maintenance.

6. The Guarantor

- 6.1. 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 agreement and the performance and observance by you of the terms and provisions of this agreement.
- 6.2. 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.
- 6.3. This Guarantee shall continue in effect until all sums whatsoever payable by you under this agreement have been paid in full and this Guarantee shall not be terminated by your death or bankruptcy.
- 6.4. Any neglect or delay by us in endeavouring to obtain payment of the Rent when it falls due and any time or indulgence granted by us to you to comply with any part of this agreement shall not release or exonerate the Guarantor, or in any way affect the liability of the Guarantor, under this agreement.
- 6.5. This Guarantee shall constitute the Guarantor as principal debtor.
- 6.6. You agree that as party to this agreement, that we and Landlord's Agent may discuss any element of your tenancy, and your conduct and wellbeing, with the Guarantor.

7. Access by the Landlord

- 7.1. You will allow us and 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:
 - 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 our and the

Landlord's Agent's responsibilities under this agreement or by statute and for any reasonable purpose in connection with the management of the Property.

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.

8. At the end of the Tenancy

8.1. 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.

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.

8.2. 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.

8.3. You must hand over to 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, door entry cards, or any other access devices, are not handed over by you to us or the Landlord's Agent by the end of the last day of the Residential Period it shall be assumed 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 clause the fact that any of your belongings may at the expiry of the Residential Period still remain at any in the Room or the Flat shall not in itself be deemed to be physical occupation of any part of the Room by you).

9. Our right to enter the Room: Forfeiture

9.1. We reserve the right to repossess the Room and end this agreement if:

a. Any instalment of Rent is not received in full within 14 days of the date when it has fallen due under this agreement, whether formally demanded or not;

b. You fail to comply with any of your obligations under this agreement;

c. You are declared bankrupt under the Insolvency Act 1986 or an interim receiver of your property is appointed;

d. Any of the grounds of possession stated in Section 7(6)(a) of the Housing Act 1988 occur or apply;

e. You cease to be a full-time student;

f. Fire or damage renders the Room unfit for occupation

g. If you are an international student and you lose the right to reside or study in the UK during the Residential Period.

h. If a Guarantor is required under this agreement and your Guarantor withdraws, becomes insolvent, or is otherwise unable to meet their obligations, and you do not promptly provide a suitable replacement guarantor approved by us.

i. Serious misconduct – If you or your visitors engage in:

- criminal behaviour at the Property;
- persistent antisocial behaviour, harassment, or abuse;
- tampering with fire safety or other critical safety equipment;
- any action which places other residents or staff at serious risk.

9.2. If we re-enter the Room pursuant to this clause 9 then this agreement shall immediately end. Any right or remedy of ours in respect of any breach of the terms of this agreement by you shall remain in force.

This clause does not affect any of your rights under the Protection from Eviction Act 1977. We cannot evict you without a Court having first made an order for possession.

10. Notices

10.1. 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.

10.2. Any notice sent to you 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 day after it was sent.

10.3. For the purposes of section 48 of the Landlord and Tenant Act 1987, our address for service is the Landlord's Agent's address as stated on the first page of this agreement.

11. Early Termination Due to Change in Student Status

1.1.1. Where there is more than one Tenant under this agreement, this clause applies only to the individual Tenant to whom the relevant circumstances relate and shall not operate to terminate the agreement as a whole.

1.1.2. An individual Tenant may bring their participation in this agreement to an end by giving written notice to us if that tenant:

- 1.1.2.1. withdraws from, is excluded from, or is unable to commence or continue their course of study at their institution; or
- 1.1.2.2. has been absent from their course for a period exceeding sixty (60) consecutive days due to illness and has agreed with their higher education provider to suspend their studies.

1.1.3. The Tenant shall provide reasonable evidence of the above circumstances where available. Upon expiry of the notice period (being not less than 4 weeks, that Tenant shall cease to be a party to this agreement, but the agreement shall otherwise continue in full force and effect for any remaining Tenants.

12. Jurisdiction

12.1. Subject to the terms of clause 11.2, 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.

12.2. This agreement has been entered into on the date stated under our signature.

13. Your indemnity – Council Tax

13.1. 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.

13.2. 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 they may incur during the duration of this agreement.

14. Costs

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.

15. Provision of Information

15.1. You acknowledge that you have received from us prior to the tenancy commencing the following:

- (a) an Energy Performance Certificate for the Flat
- (b) a current gas safety certificate for the Flat
- (c) a current electricity safety certificate for the Flat
- (d) a copy of the current version of the ***How to rent: The checklist for renting in England***

16. Our obligations

16.1. We agree to:

- a. Allow you to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
- b. Carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable);

Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the us in connection with the structure and the exterior parts as well as plumbing, sanitary convenience, and installations such as electrical wiring and gas piping.

- 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. We will also arrange to provide a basic student contents insurance package for you from Endsleigh Insurance, which you should activate by registering with Endsleigh directly. However, we accept no liability for loss or damage to your 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.

17. Data Protection and Confidentiality

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. 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.

Signatures

Before signing this agreement you should read the following notes.

A legally binding tenancy agreement is only formed once the landlord has notified you of their intention to be bound. If you are booking online, the landlord will be bound on the earlier of: 1) when an electronic notification is sent to you that they intend to be bound, or 2) the tenancy start date. If you are booking offline, the landlord will be bound on the earlier of: 1) when a counter-signed copy of the tenancy agreement is sent to you, or 2) the tenancy start date.

Signing this agreement 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.

We shall be entitled to terminate this agreement at any time before the start of the Residential Period if we are reasonably satisfied that you deliberately or recklessly gave false information when applying for a tenancy or you have not settled any arrears due to us under the terms of any previous agreements entered into with us.

Signed By Tenant

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.

SAMPLE