

## TERMS AND CONDITIONS

1. This Agreement is intended to create an assured Short hold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. **Interpretation**
  - 2.1 Where the context so admits:
    - (a) The "Landlord" includes the persons from time to time entitled to receive the Rent;
    - (b) The "Tenant" includes any persons deriving title under the Tenant;
    - (c) The "Property" includes any part of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 2.2 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
  - 2.3 The "Inventory" is provided as a section in the Welcome Booklet downloadable from <http://www.mcgowaninvestments.com/bristol-student-accommodation/document-downloads/>
  - 2.4 These terms and conditions should be read in conjunction with the Tenancy Agreement.
3. **The Tenant's Obligations.**

The Tenant will:

  - 3.1 pay the Rent at the times and in the manner set out in the Tenancy Agreement without any deduction, abatement or set-off whatsoever (save for any deduction abatement or set-off allowable in law);
  - 3.2 keep the items described in the Inventory (the Inventory Items) and the Property, including the front and back gardens where applicable, in a good and clean state and condition and not damage nor injure the Property or the Inventory Items;
  - 3.3 be liable for any insurance excess payment on insurance claims for damage caused by the tenant but covered by the insurance policy;
  - 3.4 vacate and hand back the Property and the Inventory Items at the end of the Term in the same clean state and condition as at the beginning of the Term subject to fair wear and tear;
  - 3.5 be liable for the condition of the Property at the end of the Term regardless of when occupation ceased;
  - 3.6 not make any alteration or addition to the Property nor without the Landlord's prior written consent do any redecoration or painting of the Property;
  - 3.7 not do anything on or at the Property which:
    - (a) may be or become a nuisance or annoyance to the Landlord or owners or other occupiers of the Property or adjoining and nearby premises;
    - (b) is illegal or immoral;
    - (c) may in any way affect the validity of the insurance of the Property or the Inventory Items or cause an increase in the premium payable by the Landlord;
  - 3.8 not keep nor allow to be kept any pet or any kind of animal at or on the Property;
  - 3.9 not allow any person who is not a legitimate tenant of the Property to reside at the Property;
  - 3.10 not give any keys to the Property to any other person or persons without the prior written permission of the Landlord;
  - 3.11 not use or occupy the Property in any way whatsoever other than as a private residence;
  - 3.12 not assign, sublet, charge or part with occupation of the Property;
  - 3.13 not nor allow others to smoke on the premises including any attached garden areas;
  - 3.14 permit the Landlord or anyone authorised by the Landlord at reasonable hours in the day and upon reasonable prior notice (except in emergency) to enter and view the Property or the Inventory Items for any proper purpose including the checking of compliance with the Tenant's obligations under this Agreement or showing of the Property to prospective new tenants;
  - 3.15 for any Rent or other amount due from the Tenant under this Agreement which is more than 3 days late, pay interest at the rate of 3% above the prevailing Bank of England Base Rate for the period from when it became due to the date of full and final payment of the amount;
  - 3.16 pay an administrative charge of £5.00 for each letter sent by the Landlord relating to non-payment of Rent;
  - 3.17 pay any and all charges incurred by the Landlord for any Standing Order rental payments returned unpaid;
  - 3.18 if required, arrange insurance for his/her personal belongings; and
  - 3.19 inform the Landlord immediately in the event that he/she loses full-time student status.
4. **The Landlord's Obligations.**
  - 4.1 The Landlord will:
    - (a) for as long as the Tenant performs his obligations under this Agreement and for the duration of the Term, allow the Tenant quiet enjoyment of the Property;
    - (b) insure the Property and the Inventory Items and use reasonable endeavours to arrange for any damage caused by an insured risk to be remedied as soon as possible;
    - (c) keep in repair the structure and exterior of the Property (including drains gutters and external pipes);
    - (d) keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences);
    - (e) keep in repair and proper working order the installation at the Property for space heating and heating water; and

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- (f) carry out repairs or replacements within a reasonable time period and notify the Tenant of unavoidable delays in repairs or replacements.

### 4.2 The Landlord will not:

- (a) carry out works for which the Tenant is responsible by virtue of his/her duty to use the Property in a reasonable manner;
- (b) reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do; nor
- (c) rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord;

## 5. Events of Default.

### 5.1 If at any time:

- (a) part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not);
- (b) there is any breach, non-observance or non-performance by the Tenant of his/her obligations under this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach; or
- (c) an interim receiver is appointed in respect of the Tenant's property, or Bankruptcy Orders made in respect of the Tenant, or the Tenant makes any arrangement with his creditors or suffers any distress or execution to be levied on his goods

then the Landlord may enter the Property and upon such re-entry this agreement shall absolutely determine, without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of any term of the agreement.

This right of re-entry will not to be exercised by the Landlord without a court order while anyone is residing in the Property or while the tenancy is an assured tenancy.

- 6. Should the house/rooms related to in this agreement be deemed to require extensive repairs or refurbishment before the expiry of this agreement the Landlord reserves the right to relocate the tenant, giving at least 1 months' notice, to a similar property in the same area and of at least the same standard as the Property. The rent for the substitute property will be the same as the Rent set out in this Agreement.
- 7. Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry;
- 8. Should any article, rubbish or vehicle remain on or within the Property for more than 7 days after the determination of the tenancy it is hereby agreed that the Landlord shall dispose of the same in such a manner as he thinks fit at the Tenant's expense and that any proceeds of sale be placed in a trust account for the Tenant

In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant) the amount in case of dispute to be settled by arbitration.

## 9. Deposit.

- 9.1 The Deposit will be refunded to the Tenant by the Deposit Protection Service (DPS) subject to any deductions agreed by the Landlord and the Tenant regarding any non-performance of the Tenant's Obligations under this Agreement.
- 9.2 If at any time during the Term the Landlord deducts an amount from the Deposit to make good the Property or an Inventory Item as a result of the non-performance of a Tenant's Obligation then the Tenant shall make such additional payment necessary to restore the full amount of the deposit.

## 10. Utilities.

- 10.1 Subject to 10.2, the rent includes Gas, Electricity, Broadband, Water, & Sewerage charges. Any other bills and/or charges relating to the Property will be for the Tenants account.
- 10.2 The Landlord operates a fair usage policy with regard to Gas, Electricity and Water use. Only in the event that the use of an aforementioned utility is *unreasonably* excessive when considered against comparable usage in the Landlord's other properties will the Landlord inform the Tenant in writing. If the Tenant subsequently fails to take action to reduce the usage to that which could be reasonably expected, then the Landlord reserves the right to charge the Tenant an amount which compensates the Landlord for the excessive use.

## 11. Council Tax

Full-Time Students are currently exempt from paying Council Tax. To this end, the Tenant must provide the Landlord with his/her Council Tax Exemption Certificate. It should be noted that if, during the Term, the Tenant loses their student status then Council Tax charges may become due, and the Landlord reserves the right to recover these to the extent the Landlord becomes liable. Part-Time Students are NOT exempt from paying Council Tax.

## 12. Notices

- 12.1 In accordance with Section 48 of the Landlord & Tenant Act 1987, any notices (including notices in proceedings) should be served upon the Landlord at the Landlord's address shown on the Tenancy Agreement.
- 12.2 Any notices or other documents shall be served on the Tenant by either being hand delivered to the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting.