



This is a **LEGALLY BINDING CONTRACT**.  
The Tenant and any Guarantor should read it carefully before  
accepting an offer of accommodation

**IMPORTANT**

**This is a contractual agreement for a fixed term assured shorthold tenancy.** It consists of:

- (a) Specific terms and conditions, setting out the main details of the tenancy; and
- (b) Standard terms and conditions, which set out the promises made by the landlord to the tenant and by the tenant to the landlord.

If they appear in the middle of a sentence, words with an initial capital letter will have the meaning given to them in the standard terms and conditions.

This Agreement, and the obligations in it, will be legally binding once the Agreement has been signed by all parties and then dated (or the equivalent steps have been taken in the CityBlock online-booking process). If rent is payable in full in advance, "all parties" means the Landlord and the Tenant(s). If rent is payable in instalments, "all parties" means the Landlord, the Tenant(s) and the Guarantor. The Landlord will not normally sign the Agreement until after it has received the Deposit.

**If you are a prospective tenant or guarantor, you should read this document fully and carefully before agreeing to make a commitment, to ensure it contains everything you want and nothing that you are not prepared to agree to.** If you do not understand this Agreement, or anything in it, you should ask for an explanation before making a commitment. You might consider consulting a solicitor, students' union or the Citizens Advice Bureau for independent advice.

A fixed-term tenancy agreement means that the tenant has an obligation to pay the rent for the entire agreed letting period, whether the tenant is living in the property or not, unless the tenancy is terminated before the letting period expires. **This Agreement does not give the Tenant any right to cancel before the end of the Tenancy Period.** However, the Landlord may agree to release the Tenant from this Agreement if the Tenant wants to leave before the end of the Tenancy Period, provided that a suitable replacement tenant is found first. The re-let procedure is explained fully at clause 17 of the standard terms and conditions of letting.

By signing this Agreement (or accepting it through the CityBlock online-booking process) the Tenant (and any Guarantor) agrees to accept all documents and other communications electronically and confirms that they received all of the following before signing (duplicates are available from the Managing Agent on request):

- Specific terms and conditions of letting (including Prescribed information about the Deposit)
- The DPS Custodial Terms and Conditions
- The current scheme leaflet for tenants published by the DPS
- "How to Rent: The checklist for renting in England"
- Energy Performance Certificate
- Gas Safety Certificate (if gas is connected to the Building)

Tenants with a disability (including an allergy) are advised to contact the Managing Agent as soon as possible to discuss any reasonable adjustments the Landlord may need to make so that the Tenant is not at a substantial disadvantage due to that disability when compared with other occupiers.

[This document is available in alternative formats – please contact the Managing Agent](#)

**ASSURED SHORTHOLD TENANCY AGREEMENT (2019-2020)**  
**SPECIFIC TERMS AND CONDITIONS OF LETTING**  
(incorporating Prescribed Information about the Deposit)

This Agreement is made between the Landlord and the Tenant and any Guarantor being the person who has agreed to guarantee the Tenant's obligations in this agreement. It becomes **legally binding** when:

- (a) The Landlord and the Tenant have signed it, and it has been dated by or on behalf of the Landlord; or
- (b) The Tenant has completed the Landlord's on-line booking process through the Resident Portal;
- (c) If Rent is payable by more than 2 instalments, the Guarantor has signed this Agreement or entered into a guarantee agreement through the Guarantor Portal

**LANDLORD:** [xxxxx]

**MANAGEMENT COMPANY:** CityBlock Lettings Limited, Company Number 04449707. Address: 21 Castle Hill, Lancaster, LA1 1YN. Telephone number: 01524 541 251. Email address: info@cityblock.co.uk

**TENANT:** [xxxxx – to include name, address, phone and email]]

If the Room is for double occupancy, this Agreement will be made in two parts. Each part will show the personal details of one of the Tenants (and their Guarantor, if applicable) but will otherwise be identical. The Rent shown on each part of the Agreement is the rent for the Room, not for the individual person.

**GUARANTOR:** The person who has agreed to guarantee the Tenant's obligations in this Agreement (only applicable where the Rent is payable in more than 2 instalments)

**PROPERTY:** Room Type: [xxxxx]

Provisional Room No: [xxxxx]

Provisional Flat No: [xxxxx]

Building: [xxxxx]

**TENANCY PERIOD:** From 09.00 hours on [xxxxx] to 14.00 hours on [xxxxx], both dates inclusive

**DEPOSIT:** £[xxxxx]

**DEPOSIT – PRESCRIBED INFORMATION:**

The Deposit will be protected with the Deposit Protection Service (DPS), an authorised tenancy deposit protection scheme and the trading name of Computershare Investor Services Plc, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Telephone: 0330 303 0030. Email: contactus@depositprotection.com Website: www.depositprotection.com.

The procedures that apply under the scheme by which some or all of the Deposit may be paid or repaid to the Tenant at the end of the tenancy, including where either the Landlord or the Tenant cannot be contacted at the end of the tenancy are given in sections 14-19 of [The DPS Custodial Terms and Conditions](#).

The procedures that apply under the scheme where the Landlord and the Tenant dispute how the Deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation, are set out in sections 20-23 of [The DPS Custodial Terms and Conditions](#). The scheme provides an adjudication service, which is free at the point of use. The adjudicator reviews the evidence provided by the parties, and decides who is entitled to payment from the Deposit.

The following information which we are required to provide is given in these specific terms and conditions of letting:

- (i) The amount of the Deposit
- (ii) The address of the Property to which the tenancy relates;
- (iii) The name, address, telephone number and email address of the Landlord (but note that all communications should be made through the Management Company)

- (iv) The name, address, telephone number and email address of the Tenant (see note above regarding double occupancy rooms). The postal address of the Tenant during the tenancy will be the Property. The contact details that the Landlord and the scheme administrator should use to contact the Tenant at the end of the tenancy are (a) the Tenant's home address given at the time of applying for a tenancy or (b) such other address as the Tenant may subsequently have notified in writing to the Management Company and the Tenant's last-known email address and telephone number.
- (v) The name, address, telephone number and email address of any Relevant Person whose details were provided through the Resident Portal

The circumstances when all or part of the Deposit may be retained by the Landlord are set out in clause 4 of the standard terms and conditions of letting.

By entering into this Agreement with the Tenant, the Landlord signs to certify that:

- The information provided in these special terms and conditions of letting is accurate to the best of the Landlord's knowledge and belief and;
- The Landlord has given the Tenant the opportunity to sign any document containing the Prescribed Information by way of confirmation that the information is accurate to the best of his knowledge and belief.

**RELEVANT PERSON:** If the Deposit is being paid by a third party, please provide the third party's name, address, phone number and email address to the Management Company in writing to: [info@cityblock.co.uk](mailto:info@cityblock.co.uk)

**RENT:** £[xxxxx] for the Tenancy Period.

*Option 1:* The Rent is payable in full in advance by two instalments as follows. Provided payment is made on or before the due date in each case the Tenant is entitled to a deduction of 2% from the amounts shown below at the time of making payment. If an instalment is paid after the due date, the full amount is payable. Interest may also be charged for late payment (see clause 5.2 of the standard terms and conditions).

*Option 2:* The Rent is payable in instalments as follows.

Payment Schedule

Charge Name	Amount	Weekly Amount	Due Date

Note: The amounts listed above are standard prices. Any discount that you are eligible for will be applied to your rent amount when you make a payment online via the Student Portal. You will be able to nominate to pay your rent in full at a later date.

The Landlord agrees to let, and the Tenant agrees to take a tenancy of, the Property for the Tenancy Period at the Rent on the CityBlock standard terms and conditions of letting.

Signed by or on behalf of the Landlord: Alison Bargh on behalf of CityBlock Lettings Limited

Dated by or on behalf of the Landlord: .....

# CITYBLOCK

## STANDARD TERMS AND CONDITIONS OF LETTING

### 1. Definitions

In this Agreement the following definitions (when used with a capital letter) have the following meanings:

**"Agreement"** means a contract for a fixed-term assured shorthold tenancy of the Room for the Tenancy Period, incorporating these standard terms and conditions of letting, and made between the Landlord and the Tenant and (where applicable) the Guarantor.

**"Building"** means the building in which the Room is located and each and every part of it as the context requires.

**"Common Parts"** means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store, kitchens, communal lounges and any other shared areas within the Building provided for the benefit of the Tenant for shared use with other occupiers.

**"Contents"** means furniture, furnishings, equipment, Keys and other items provided by the Landlord for tenants' use.

**"Damages"** (commonly referred to as "compensation") means the sum of money payable by a person who is in breach of their obligations in a contract to a person who incurs loss or suffers expense as a result of that breach. Damages are assessed as the amount of money it would take to return the person suffering loss (or incurring expense) to the position they would have been in if the contract had been properly performed, assuming the claimant has acted fairly and reasonably.

**"Deposit"** means the amount specified in the specific terms and conditions of letting (which may initially have been paid as a holding deposit), to be held by or on behalf of the Landlord in an authorised tenancy deposit protection scheme. Prescribed Information about the Deposit is given in the specific terms and conditions of letting and in the scheme leaflet for tenants published by the authorised tenancy deposit protection scheme.

**"DPS"** means the Deposit Protection Service, an authorised tenancy deposit protection scheme and the trading name of Computershare Investor Services Plc, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Telephone: 0330 303 0030. Email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com) Website: [www.depositprotection.com](http://www.depositprotection.com)

**"Flat"** means a shared flat of which the Room forms part (not applicable where the Room is a self-contained studio).

**"Guarantor"** means a person who has accepted the Tenant's nomination to guarantee the Tenant's obligations in this Agreement.

**"Guarantor Portal"** means the website or web page which provides access to the Management Company's online booking (contracting) system for student accommodation through which a person nominated as the Tenant's guarantor may accept the Tenant's nomination and conclude a guarantee agreement.

**"Inventory"** means the inventory of the Contents provided to the Tenant at the start of the tenancy.

**"Key"** includes any security device and/or code giving access to the Building, the Flat or the Room.

**"Landlord"** means the person or organisation named as landlord in the specific terms and conditions of letting, and anyone who subsequently acquires their interest in the Building.

**"Management Company"** means the agent named as management company in the specific terms and conditions of letting, or such other agent as the Landlord may subsequently appoint to manage the Building.

**"Prescribed Information"** means information which the Landlord is required to provide to the Tenant and any Relevant Person under The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. For the purposes of this Agreement, the Prescribed Information is set out in the specific terms and conditions of letting.

**"Room"** means the furnished study bedroom or studio described in the Property section of the specific terms and conditions of letting or, if that bedroom or studio is or becomes unfit for habitation during the Tenancy Period, any substituted study bedroom or studio provided by the Landlord for the Tenant.

**"Rent"** means the rent payable for the Room for the Tenancy Period, as specified in the specific terms and conditions of letting.

**"Relevant Person"** means any person who, in accordance with arrangements made with the Tenant, paid the Deposit on behalf of the Tenant.

**"Resident Portal"** means the website or web page which provides access to the Management Company's online booking (contracting) system for student accommodation through which the Tenant may apply for accommodation and conclude a tenancy agreement.

**"Tenancy Period"** means the period specified in the specific terms and conditions of letting during which the Tenant is allowed to occupy, and has agreed to pay Rent for, the Room.

**"Tenant"** means the person named as tenant in the specific terms and conditions of letting and, where the Room is for double occupancy, the other occupier.

**"Welcome Handbook"** means CityBlock's handbook for residents as published from time to time which sets out procedural and operational information relating to the tenancy.

## **2. Interpretation**

2.1 A reference to any gender includes all other genders.

2.2 Words in the singular include the plural, and words in the plural include the singular, where common sense and the context suggest they should.

2.3 An obligation not to do any act or thing includes an obligation to do what is reasonable to prevent or stop such an act or thing being done by any other person.

2.4 The Management Company is not a party to this Agreement, but:

2.4.1 the Landlord has authorised the Management Company to act as the Landlord's agent for all purposes in connection with this Agreement.

2.4.2 notices (including notices in legal proceedings) may be served on the Landlord at the address given for the Management Company in the specific terms and conditions of letting, or at such other address as the Landlord or its agent may subsequently notify to the Tenant (and, where applicable, the Guarantor).

2.4.3 the Management Company may carry out the Landlord's obligations, and exercise the Landlord's rights, on behalf of the Landlord.

2.5 If any term, condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

2.6 A reference to "sign", "signed", "signing" or "signature" includes:

2.6.1 the signatory writing their name in ink on paper;

- 2.6.2 a facsimile of a signature (such as a rubber stamp or scanned signature) if used with the authority of the signatory; and
- 2.6.3 any form of electronic communication in or through which a person expresses their intention to take responsibility for and/or be bound by the contents of that communication, including:
  - 2.6.3.1 digital signatures;
  - 2.6.3.2 clicking buttons labelled "Accept", "Confirm", "Proceed", "Submit" or similar on a website after a warning has been given that clicking that button is the final step in the process;
  - 2.6.3.3 the Guarantor's acceptance on line of their nomination to act as the Tenant's guarantor;
  - 2.6.3.4 emails where the sender has typed their name in place of a signature (but not where the signature has been added automatically by the sender's software).

2.7 If the Room is for double occupancy:

- 2.7.1 this Agreement will be made in two parts, for administrative convenience;
- 2.7.2 each part will show the personal details of one or the other the Tenants (and their respective Guarantor, if applicable), but will otherwise be identical;
- 2.7.3 the two parts of this Agreement will thus forming a single tenancy agreement for the Room;
- 2.7.4 the individuals who are the Tenant shall have joint and several liability for the Tenant's obligations in this Agreement which means that:
  - 2.7.4.1 the Landlord can enforce the Tenant's obligations against either or both of those persons; and
  - 2.7.4.2 each occupier is fully liable for all the Tenant's obligations in the Agreement, and not just half of the payments due or claimed.

**3. What is included in the tenancy?**

3.1 The tenancy includes:

- 3.1.1 use of the Contents;
- 3.1.2 use of the Common Parts inside the Tenant's Flat (not applicable to studios);
- 3.1.3 use of the Common Parts outside Flats;
- 3.1.4 a reasonable amount of electricity (and where there is a gas supply to the Room or Flat, a reasonable amount of gas);
- 3.1.5 water and drainage charges;
- 3.1.6 broadband;
- 3.1.7 insurance of the Building (subject to exclusions and limitations in the policy);
- 3.1.8 routine cleaning of the Room (except in Durham) and routing cleaning of the Common Parts, as described in the Welcome Handbook;
- 3.1.9 a television licence for the Landlord's television set in the common room at the Building;

- 3.1.10 repair and maintenance of the Building (but the Landlord may claim from the residents the cost of repairing damage caused by residents);
  - 3.1.11 statutory compliance (for example, fire safety measures) relating to the Building;
  - 3.1.12 staff for the day-to-day running of the Building;
  - 3.1.13 emptying the Flats' kitchen refuse bins and removing rubbish from the Building;
  - 3.1.14 the right to use any laundry at the Building (subject to separate charges, payable locally).
- 3.2 The tenancy does not include:
- 3.2.1 the costs of remedying accidental or deliberate damage or breakages;
  - 3.2.2 replacing Contents that have been removed by anyone other than the Management Company or a burglar;
  - 3.2.3 excessive use of electricity and/or gas;
  - 3.2.4 personal possessions insurance;
  - 3.2.5 cleaning to the extent it is needed because the occupiers have failed to take proper care;
  - 3.2.6 charges for use of on-site facilities that are payable locally (such as the laundry);
  - 3.2.7 council tax;
  - 3.2.8 a television licence for the Room (which is needed for watching or recording programmes as they are being shown on television, or live on an online television service, or for downloading or watching BBC programmes on iPlayer, in the Room, on any device (including laptop, mobile phone, tablet or games console));
  - 3.2.9 a television licence for the Common Parts within a Flat, unless the Landlord has provided a television set for use in those Common Parts.
- 3.3 The tenancy is of the Room, but during the Tenancy Period the Tenant has the right (jointly with others) to use the Common Parts allocated to the Room, and the right to use the Contents in the Room and in those Common Parts for their intended purpose.
- 3.4 The Landlord reserves for itself, the Management Company, and persons carrying out work on their behalf the right to enter the Room at any time in an emergency; during the daytime to carry out repairs requested by the Tenant; or at other reasonable times after giving reasonable advance notice (which does not need to be in writing) for the purposes of welfare, viewings, inspection, cleaning, maintenance, repair and for any other reasonable purpose.
- 3.5 The Landlord and the Management Company may enter the Common Parts in a Flat for any purpose at any time, but unless there are unusual circumstances they will only do so between the hours of 8.00 am and 6.00 pm and will aim to give advance notice where practicable.
- 3.6 The Landlord has the right to carry out any alterations or building works at the Building or on its adjoining neighbouring property without liability for disturbance provided that (unless there is an emergency) the Landlord has used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable.
- 4. Deposit**
- 4.1 The Landlord will not usually agree to conclude this Agreement until after the Tenant has paid the Deposit, but it has discretion to do so.

- 4.2 The Management Company shall protect the Deposit in an authorised tenancy deposit protection scheme and will give the Tenant and any Guarantor prescribed information about the Deposit within 30 days of receiving the Deposit. The Deposit shall be held in accordance with the rules of that scheme.
- 4.3 The Deposit may be used to reimburse the Landlord or the Management Company for losses suffered and/or expenses incurred by them (or either of them) as a result of the Tenant's failure to comply with his obligations and/or discharge his liabilities arising under or in connection with this Agreement including (but not limited to):
- 4.3.1 rent;
  - 4.3.2 lawful default charges;
  - 4.3.3 reasonable costs in respect of a variation or assignment of the tenancy;
  - 4.3.4 payment in consideration of the termination of the tenancy at the Tenant's request;
  - 4.3.5 payments in respect of utilities, communication services or television licence;
  - 4.3.6 payments in respect of council tax;
  - 4.3.7 Damages (including reasonable costs of cleaning, decorating, repair and/or replacement and reasonable costs of attending to and recording incidents arising from the Tenant's actions or neglect or failure to behave in a tenant-like manner).
- 4.4 The Landlord shall not be liable for returning any Deposit to the Tenant if the Tenant has not provided the tenancy deposit protection scheme with the information necessary for the Deposit to be returned.

## TENANT'S OBLIGATIONS

### 5. Rent

- 5.1 The Tenant promises to pay the Rent to the Landlord in the instalments and on the dates stated in the specific terms and conditions of letting.
- 5.2 If the specific terms and conditions require the Tenant to pay the Rent in two instalments, the Tenant is entitled to a deduction of 2% discount from each instalment at the time of payment **provided that** the instalment reaches the Landlord in cleared funds on or before the due date for payment. If either instalment is not paid in full on or before the due date for payment, the Tenant is not entitled to any discount and the Rent is payable in full. If the specific terms and conditions allow Rent to be paid in more than two instalments, no discount applies and each instalment must be paid in full.
- 5.3 If the Tenant does not pay any Rent within 14 days of the date it falls due, the Tenant must pay the Landlord a default charge of interest at the rate of 3% above the Bank of England's base rate on the overdue amount from the due date for payment until the date payment is made.
- 5.4 The Rent must be paid in GB pounds sterling and cleared funds (so the Tenant may need to arrange payment several days in advance of the due date for payment, to allow time for the banks to process transactions made by card, cheque or standing order).
- 5.5 The Landlord may claim Damages from the Tenant for any loss suffered or expense incurred as a result of the Tenant's failure properly to arrange payment of Rent (such as fees charged by the Landlord's bank as a result of failed direct debit requests, foreign currency transactions, failed card payments or returned cheques).

### 6. Outgoings



- 6.1 The Tenant agrees to pay the billing authority for any council tax that is payable in respect of the Room (and any council tax that is payable in respect of the Flat) during the Tenancy Period or (if longer) whilst the Tenant is in occupation.
- 6.2 The Tenant agrees to pay the supplier promptly for any utilities or communication services supplied to the Room (and/or a fair proportion of any that are supplied to the Flat) to the extent those utilities or communication services are not included in the tenancy (see clauses 3.1 and 3.2).
- 6.3 The Tenant agrees to pay the billing authority promptly for any TV licence required at the Room (and/or a fair proportion of any TV licence required at the Flat) except for TV licences relating to televisions provided by the Landlord.
- 6.4 If the Landlord or the Management Company pays on the Tenant's behalf for any utility or communications service, council tax, or television licence that is not included in clause 3.1, the Tenant shall reimburse the Landlord within 14 days of request.

## **7. Default charges and Damages**

- 7.1 If the Tenant's failure to comply with this Agreement results in loss or expense to the Landlord (or the other way round) then, to the extent it behaves reasonably, the person who suffers the loss or incurs the expense is entitled to be put back in the same financial position as they would have been in if the other person had complied. The amount of money it will take to do this is known as 'damages' or compensation. A claim for Damages brought by the Landlord may include losses suffered or expenses incurred by the Management Company, and reasonable additional charges imposed on the Landlord by the Management Company for additional work it has to do as a result of the Tenant's breach of obligations in this Agreement.
- 7.2 The Landlord and/or the Management Company will notify the Tenant of any alleged breach of these terms and conditions, state the amount being claimed in Damages or default charges, and provide evidence in support of their claim. If the Tenant does not agree to pay the amount claimed, the Landlord may take the Tenant to court and seek an order for payment. If court action is necessary, the Tenant may be ordered by the court to pay the Landlord's court fees and legal fees in addition to, or as part of the Landlord's claim for, Damages or default charges. As an alternative to court action, the Landlord may claim Damages and default charges from the Deposit.
- 7.3 The Landlord will not claim Damages for things which are:
  - 7.3.1 reported promptly at the start of the tenancy as inventory discrepancies;
  - 7.3.2 caused by fair wear and tear;
  - 7.3.3 caused by risks covered by the Landlord's insurance policy (unless the insurer refuses to pay because of an action or neglect by the Tenant or their guest); or
  - 7.3.4 caused by an intruder (provided the Tenant complied with their obligations relating to security (see clause 10)).
- 7.4 Where a breach of these terms and conditions relates to the Common Parts and the culprit cannot be identified, the Landlord will give notice of the associated costs to all the residents entitled to use the Common Parts in question. The Tenant will have the right to appeal against further action by writing to the Lettings Manager within 7 days of the date of the notification. The Lettings Manager will review the Tenant's appeal and give a decision within a further 14 days. Unless the Tenant can prove that they were not at the Building at the time the breach of these terms and conditions occurred, it is likely that the Tenant will be included in any claim for Damages relating to the Common Parts that they use.
- 7.5 If the Room is for double occupancy the Landlord is entitled to claim Damages from either or both the Tenants if a breach of the Tenant's obligations in this Agreement causes the Landlord loss or expense.

- 7.6 If fire safety equipment has been mis-used or tampered with, the Landlord will claim a minimum of £30 in Damages to compensate the Landlord for having to inspect and test the equipment in addition to the properly and reasonably incurred costs of repairing, servicing or replacing the equipment if the inspection shows repair, servicing or replacement to be reasonably necessary.
- 7.7 The Landlord will make available at the Building an indicative list of the amounts that are likely to be claimed in Damages for reinstatement if it is required as a result of a breach of these terms and conditions. When claiming Damages, the Landlord will make a reasonable allowance for depreciation, and fair wear and tear.
- 7.8 In addition to the cost of labour and materials paid to third parties, the Landlord's claim for Damages may include a reasonable amount for the Management Company's time involved in arranging for the work to be done and processing contractors' invoices.
- 7.9 The Landlord does not need to hire a third party to make good, and can claim a reasonable amount from the Tenant if the Landlord or the Management Company carries out work itself to restore the Room, Common Parts and Contents to the condition they would have been in if there had not been a breach of these terms and conditions.
- 7.10 The Landlord may claim Damages from the Tenant for reasonable fees, costs and expenses reasonably, properly and actually incurred or payable by the Landlord in connection with enforcing any of the Tenant's obligations in this Agreement by any reasonable means, whether during or after the end of the Tenancy Period.
- 7.11 If no date for payment is specified in these terms and conditions, or in any court order, the Tenant agrees to pay all Damages and default charges lawfully due to the Landlord within 14 days of the Landlord's invoice.
- 7.12 The Deposit can be used to offset the Landlord's claims for Damages and lawful default charges, but if the Deposit is not sufficient, the Landlord remains entitled to claim any shortfall.

## **8. Taking care of the Room, the Common Parts and the Contents**

- 8.1 The Landlord will use reasonable endeavours to ensure that at the start of the Tenancy Period the Room and Common Parts and their respective Contents are in good clean condition.
- 8.2 The Tenant will check the Inventory on arrival and agrees to notify the Management Company of any deficiencies in the condition and repair of the Room, the Common Parts serving the Room and/or their respective Contents within 48 hours of receiving the Key to the Room. If the Tenant does not notify the Management Company of any discrepancies in the Inventory at the outset, the Tenant may find it difficult later to prove that they did not cause any defect or show why they should not pay Damages for it.
- 8.3 The Tenant agrees to take proper care of the Room and its Contents, keep them clean and not damage them.
- 8.4 The Tenant agrees that he will (jointly with the other occupiers of the Flat) take proper care of the Flat and the Contents in the Common Parts of the Flat, keep them clean and not damage them. The Tenant agrees to carry out a fair share of cleaning in the Common Parts of the Flat. This clause does not apply if the Room is a self-contained studio.
- 8.5 This clause 8.5 applies only to Rooms for double occupancy. The Tenant agrees that he will (jointly with the other occupier of the Room) take proper care of the Room and its Contents, keep them clean and not damage them. Each occupier agrees to carry out a fair share of cleaning in the Room.
- 8.6 The Tenant agrees that he will (jointly with the other occupiers of the Building) take proper care of the Common Parts of the Building that are not inside a Flat, and their Contents, and will not damage them.
- 8.7 As soon as reasonably practicable, and in any event within 48 hours after becoming aware of it, the Tenant agrees to report any damage, defect or loss that occurs at the Building during the Tenancy Period

to the Management Company, using the procedure in the Welcome Handbook. Delay in the Tenant reporting an issue may result in further deterioration and increase the cost of rectification. If the Tenant delays in reporting a problem relating to the Building or Contents, the Landlord shall be entitled to claim in Damages from the Tenant for the costs of rectification over and above those that would have been incurred if the Tenant had reported the problem promptly after becoming aware of it. For example, if the Tenant notices a stain on the ceiling and reports it, the Management Company will check the Flat above for water leaks, and take remedial action. If caught at an early stage, this may simply be a job of replacing shower sealant in the Flat above, and redecorating the ceiling. If the Tenant does not report the stain, over time there will be significant water damage, which may result in having to replace the ceiling. In such a situation, the Landlord will claim from the Tenant the difference between the cost of treatment at an early stage, and the actual cost of the remedial work.

- 8.8 The Tenant shall comply with the Management Company's waste disposal plan (see Welcome Handbook), recycling materials where possible. The Tenant shall take proper care when disposing of rubbish to prevent injury to others or to the environment, and will only place rubbish in the areas designated by the Management Company for the purpose.
- 8.9 The Tenant is not liable for damage caused by fair wear and tear or by the occurrence of a risk which the Landlord has insured against (unless the insurer refuses to pay because of the Tenant's act or neglect).
- 8.10 Any damage caused as a result of the Tenant's failure to comply with this clause shall not be treated as fair wear and tear. The Tenant agrees not to:
  - 8.10.1 affix anything to any surface of the Room or the Common Parts (other than by using pins in the pin boards provided for that purpose);
  - 8.10.2 interfere with any fire safety equipment or any electrical, gas, plumbing or telecommunications installation in the Building;
  - 8.10.3 smoke or burn incense, oil lamps, candles, or use anything else that smoulders or has a naked flame, inside the Building;
  - 8.10.4 install any outdoor aerial, satellite dish, or wireless router at the Building;
  - 8.10.5 keep any animate being in the Building, except for an animal that has undergone a recognised training programme for assistance with a disability and has been authorised in writing by the Management Company (such authorisation not to be unreasonably withheld or delayed, but may be given subject to reasonable conditions);
  - 8.10.6 have any high-temperature cooking appliance (such as grill, deep fryer, oven, gas ring, or hot plate) at the Building unless it was provided by the Landlord, and to use other kitchen appliances (such as rice cookers or kettles) only in designated kitchen areas;
  - 8.10.7 dry laundry on heaters;
  - 8.10.8 allow rubbish to accumulate or do anything else likely to attract pests or vermin;
  - 8.10.9 delay in reporting any defect to the Management Company (such as, but not limited to, damage, disrepair, malfunction, infestation, missing items, interruption of utility supplies);
  - 8.10.10 store any vehicle in the Building other than:
    - 8.10.10.1 after obtaining the Management Company's prior written consent (which will not be unreasonably withheld), a vehicle to assist with the Tenant's or their guest's disability; and/or
    - 8.10.10.2 after obtaining a permit (available from the Management Company on request) a bicycle in a designated bicycle storage area.

## 9. Respect for others

- 9.1 The Tenant shall not cause nuisance, annoyance or disturbance to others. Without in any way limiting that general obligation, the Tenant shall:
- 9.1.1 not threaten, harass, bully, abuse or use violence towards any person;
  - 9.1.2 not make any noise from inside the Room that is audible outside the Room, or noise in the Common Parts of a Flat that is audible outside those Common Parts, between the hours of 11.30pm and 8.30am, and at other times not to make noise of any kind that is likely to interfere with the study, sleep or comfort of other residents of the Building, people working in the Building and people living near the Building;
  - 9.1.3 not take anything that belongs to someone else, or use anything belonging to another (except for the Contents) without the owner's permission;
  - 9.1.4 respect the privacy of others;
  - 9.1.5 not congregate in large groups in a way that obstructs the Common Parts or creates high levels of noise;
  - 9.1.6 fairly share access to facilities and amenities in the Building with others entitled to use them;
  - 9.1.7 not distribute leaflets, flyers or similar in the Building;
  - 9.1.8 not try to sell anything in the Building;
  - 9.1.9 treat others with courtesy and consideration.
- 9.2 The Tenant shall comply with applicable laws so as not to adversely affect the rights and freedoms of others in the Building or bring the Landlord or Management Company into disrepute. Without in any way limiting that general obligation, the Tenant shall:
- 9.2.1 not have at the Building any unlawful drug or psychoactive substance;
  - 9.2.2 not bring any weapon (even if licensed, ceremonial, a toy or a replica), or anything intended to be used as a weapon, to the Building.
- 9.3 The Tenant shall take responsibility for visitors that the Tenant invites to the Building. Without limiting that general obligation, the Tenant shall:
- 9.3.1 be liable to pay Damages for any losses suffered or expenses incurred by the Landlord or the Management Company as a result of any act or neglect by the visitor;
  - 9.3.2 not invite more than 2 guests to be at the Building at any one time without first obtaining the Management Company's written consent (which shall be in the Management Company's discretion, having regard to the number of visitors already in the Building and the previous conduct of the Tenant and his visitors);
  - 9.3.3 make sure the Tenant's visitors behave in a way that is consistent with these standard terms and conditions, whilst at the Building;
  - 9.3.4 not allow any visitor to sleep in the Common Parts;
  - 9.3.5 not allow any visitor to stay overnight except for one visitor at a time in the Room;
  - 9.3.6 not obstruct the Management Company staff if they ask a visitor to leave the Building;

- 9.3.7 not invite back to the Building any visitor whom the Management Company has previously asked to leave.

## **10. Safety and Security**

- 10.1 The Tenant must comply with the guidance on safety and security set out in the Welcome Handbook and co-operate at all times with Management Company staff and the emergency services on matters relating to safety and security.
- 10.2 The Tenant agrees not to do anything, or neglect to do anything, which may cause a fire hazard, including (but not limited to):
- 10.2.1 tampering with fire doors or any fire detection, prevention or control equipment (which is, in any event, a criminal offence which could result in a fine and/or prison sentence);
  - 10.2.2 smoking tobacco or other substances in any part of the Building, or within 5 metres of the external walls of the Building (smoking in the Common Parts is an offence, for which the perpetrator could be fined if convicted);
  - 10.2.3 using candles, oil burners, incense burners, joss sticks, shisha pipes, e-cigarettes or other vape products;
  - 10.2.4 storing or using fireworks in or around the Building;
  - 10.2.5 obstructing corridors, stairwells, or fire escapes;
  - 10.2.6 bringing into the Building any additional heaters;
  - 10.2.7 using deep fat fryers, portable grills, barbecues and similar heat-generating appliances.
- 10.3 The Tenant agrees to vacate the Building (and ensure the Tenant's visitors do so) immediately whenever the fire alarm is sounded, having due regard to the fire evacuation procedures contained in the Welcome Handbook and outlined in any fire plan on display at the Building.
- 10.4 The Tenant must not tamper with, remove, damage, or in any way adjust safety controls to any windows and must not override any safety mechanism which is intended to restrict the way in which, or the extent to which, windows in the Building open.
- 10.5 The Tenant agrees to secure the door and window of the Room when leaving, to secure windows and doors of the Common Parts of a Flat when entering or leaving the Flat, and to secure the main door to the Building when entering or leaving the Building.
- 10.6 The Tenant must keep their Keys with them when not in the Room and must not copy, share or part with Keys.
- 10.7 The Tenant must report any lost Key as soon as reasonably practicable to the Management Company and pay a default charge equal to the costs reasonably incurred in replacing the Key (including lock replacement if, in the Management Company's reasonable opinion, that would be a sensible precaution) within 14 days of demand supported by written evidence of the amount claimed.

## **11. Restrictions on occupancy and use**

- 11.1 The Tenant agrees to use the Room only as a study and living accommodation for the Tenant.
- 11.2 The Tenant must only use the Common Parts and Contents for their intended purpose.
- 11.3 The Tenant must not carry out a business, trade or profession at the Building.

- 11.4 Except for visitors permitted by clause 9.3, the Tenant must not share possession or occupation, or part with possession of the Room.
- 11.5 The Tenant must not allow anyone to use the Common Parts of the Flat other than a person who has been authorised by the Landlord or the Management Company (such as a tenant of a room in the Flat, or their authorised visitor).
- 11.6 The Tenant agrees not to assign (transfer) this Agreement or the tenancy to anyone else, or sub-let or grant anyone a licence to occupy the Room or any Common Parts. If anyone other than the Tenant pays the Rent, payment will be accepted as a payment made on behalf of the Tenant, and will not give the payer any right to occupy the Room.

## **12. At the end of the tenancy**

- 12.1 The Tenant must vacate the Room and leave it and the Contents in it clean, tidy, and in no worse condition (except for fair wear and tear and damage by an insured risk) than they were in at the start of the Tenancy Period.
- 12.2 The Tenant must, jointly with others entitled to use them, leave the Common Parts and shared Contents in the Flat clean, tidy, and in no worse condition (except for fair wear and tear and damage by an insured risk) than they were in at the start of the Tenancy Period (this clause does not apply to studios).
- 12.3 The Tenant must remove all their personal belongings from the Building and deposit any rubbish in the receptacles designated for that purpose.
- 12.4 The Tenant must return to the Managing Agent all the Keys that were issued to the Tenant.
- 12.5 If any item other than the Contents is left in the Room or Flat at the end of the tenancy the Management Company will remove it and (unless of obvious value) will dispose of it as the Management Company thinks fit without liability to the Tenant or the owner of the item. The reasonable costs of removal and storage may be claimed as Damages. If an item is obviously worth at least £50 and appears likely to have been left behind by mistake, the Management Company will use reasonable endeavours to contact the Tenant to arrange collection. If the Tenant requires the Management Company to arrange delivery of an item, the Tenant must first agree to pay the delivery charges (or authorise the management Company to deduct them from the Deposit, as Damages).

## **LANDLORD'S OBLIGATIONS**

### **13. Services and facilities management**

- 13.1 The Landlord will maintain the Building and Contents in good repair and proper working order but nothing in this clause 13 requires the Landlord to remedy any damage caused by the Tenant or in the case of destruction or damage by an insured risk unless the cost is met by the Tenant or by insurance.
- 13.2 The Landlord will provide (as further described in the Welcome Handbook) the facilities, services and other things listed in clause 3.1 of these standard terms and conditions.
- 13.3 The Landlord and the Management Company will not unreasonably interfere with the Tenant's privacy and will give the Tenant reasonable advance notice (at least 24 hours) before entering the Room or the Flat for the purpose of inspections or viewings, and appropriate notice before carrying out planned maintenance but no advance notice will be given:
- 13.3.1 in an emergency; or
- 13.3.2 if entering for the purpose of carrying out a repair requested by the Tenant; or
- 13.3.3 to abate a nuisance; or

13.3.4 where there are reasonable grounds to suspect that the Tenant or the Tenant's visitors are engaging in unlawful behaviour, or are in serious or persistent breach of these terms and conditions in a way that is likely to have an adverse effect on other residents or staff.

#### **14. Policy compliance**

14.1 The Landlord will take proper care of the Tenant's and the Guarantor's personal data and will only process personal data:

14.1.1 with the data subject's consent or at the data subject's request; or

14.1.2 to the extent necessary in order to perform this Agreement; or

14.1.3 in order to comply with legal obligations;

14.1.4 to the extent necessary to protect the vital interests of a person (a life or death situation);

14.1.5 for the purposes of performing a task in the public interest, such as providing anonymised data to the authorised tenancy deposit protection scheme;

14.1.6 for other legitimate objectives, such as asking the Tenant to participate in satisfaction surveys, enforcing the Landlord's rights and the Tenant's obligations in this Agreement or for enforcing the Guarantor's obligations, and for the purposes of delegating management of the Building to the Management Company.

14.2 The Landlord will comply with the Management Company's Privacy Policy as published at <https://www.cityblock.co.uk/global/pdf/CITYBLOCK-PRIVACYNOTICE.pdf> (printed copy available from the Management Company on request).

14.3 The Landlord and the Management Company will aim to provide a safe, welcoming, supportive environment to all residents, ensuring that nobody receives less favourable treatment, directly or indirectly, on the grounds of age, race, gender, religion, disability, sexual orientation or marital/parental status. A copy of the applicable Equality and Diversity Policy is available from the Management Company upon request and the Landlord agrees to comply with that Policy.

### **CANCELLATION AND EARLY TERMINATION**

#### **15. General**

15.1 This Agreement is for a tenancy that is intended to last for the full Tenancy Period.

15.2 The Tenant does not have the benefit of any "cooling-off" period. Once this Agreement has been concluded (signed by the parties and dated by or on behalf of the Landlord, or by completion of the online booking process) it is legally binding on the parties. Once concluded, this Agreement can only be cancelled or terminated as set out in this Agreement, or as permitted under the general law for breach of a fundamental obligation.

#### **16. Termination by the Landlord**

16.1 If any of Grounds 2, 7A, 7B, 8, 10-15, and 17 set out in Schedule 2 of the Housing Act 1988 (available to view at [www.legislation.gov.uk](http://www.legislation.gov.uk)) apply at any time or if Ground 9 applies at any time after the Tenancy Period has ended then, subject to clauses 16.2 and 16.3, the Landlord shall be entitled to end the tenancy by forfeiture or re-entry or by serving notice under section 8 of the Housing Act 1988.

16.2 If grounds for possession (as listed in clause 16.1) exist, and the Landlord is satisfied (acting reasonably and objectively) that the Tenant has ceased to reside in the Room and there is no-one else lawfully residing in the Room, the Landlord may (but is not under any obligation to) take possession of the Room and on the date the Landlord does so the tenancy will terminate.

- 16.3 Whilst there is anyone lawfully residing in the Room the Landlord shall not enforce its right to recover possession of the Room against the occupier, otherwise than by proceedings in the court and (unless the Landlord accepts a surrender of the tenancy) the tenancy shall continue until:
- 16.3.1 the Landlord obtains an order of the court for possession of the Room under section 7 or 21 of the Housing Act 1988; and
  - 16.3.2 that order has been lawfully executed by an authorised person (such as a county court bailiff or High Court Enforcement Officer).
- 16.4 If the Tenant has not taken possession of the Room within 7 days of the start of the Tenancy Period, the Management Company may (but has no obligation to) advertise the Room as available to let or offer the Room to a person on its waiting list. If a suitable replacement occupier is then found before the Tenant takes possession, the Landlord may terminate this Agreement immediately by giving written notice to the Tenant to that effect. If the Landlord does terminate this Agreement in this way, the Landlord will refund the balance of the Deposit and any pre-paid Rent to the Tenant within 28 days of giving notice, after deducting:
- 16.4.1 Rent for the period up to and including the date of termination; and
  - 16.4.2 the Managing Agent's fees for re-advertising, finding a replacement occupier and arranging a new tenancy agreement.
- 16.5 If during the Tenancy Period the Room or Flat is damaged by an insured risk so as to be uninhabitable or inaccessible the Landlord will use reasonable endeavours to provide the Tenant with reasonably suitable alternative accommodation, but if they are unable to procure suitable alternative accommodation the Landlord may end this Agreement by giving notice to the Tenant to that effect.
- 16.6 If the Landlord terminates this Agreement or the tenancy, the Tenant shall remain liable for the Tenant's obligations that accrued up to and including the date of termination.
- 17. Termination by the Tenant**
- 17.1 If the Tenant does not take up occupation of the Room, or if the Tenant vacates the Room before the end of the Tenancy Period, that alone will not terminate this Agreement.
- 17.2 The Landlord is under no obligation to agree to a request for early termination from the Tenant. If the Tenant wishes to end this Agreement before the Tenancy Period expires, the Tenant must apply to the Management Company stating when the Tenant wishes to end their tenancy and include with their application £100 + VAT on account of the Management Company's costs for arranging an early termination of the tenancy.
- 17.3 On receiving an application for early termination from the Tenant, the Management Company will review its waiting list and, if necessary (and subject to the Tenant agreeing to pay any additional costs), advertise the Room as available to let.
- 17.4 If a suitable replacement tenant agrees to take a tenancy of the Room at the Rent for the remainder of the Tenancy Period, the Landlord will agree to end this Agreement PROVIDED THAT:
- 17.4.1 the Tenant has complied with clauses 12.1, 12.3 and 12.4;
  - 17.4.2 the replacement tenant has signed a tenancy agreement and procured a guarantor (or paid the Rent in full in advance);
  - 17.4.3 the Tenant has paid Rent and any default charges or Damages that accrued up to the date of termination.



17.5 If this Agreement or the tenancy is terminated under this clause 17, the Landlord shall arrange to refund the balance of the Deposit and any pre-paid Rent relating to the period after termination of this Agreement to the Tenant after deducting:

17.5.1.1 outstanding Damages and default charges; and

17.5.1.2 the Managing Agent's reasonable fees for re-advertising, finding a replacement occupier and arranging a new tenancy agreement if those fees are more than the £100 + VAT paid on account with the application for early termination.

17.6 If during the Tenancy Period the Room or Flat is damaged by an insured risk so as to be uninhabitable or inaccessible and the Landlord or Management Company are not able to offer the Tenant reasonably suitable alternative accommodation, the Tenant may end this Agreement by giving notice to the Management Company (but if suitable alternative accommodation is provided, the Tenant must accept it).

17.7 If the Tenant terminates this Agreement or the tenancy as permitted by this clause 17, the Tenant shall remain liable for the Tenant's obligations that accrued up to and including the date of termination.

**18. GUARANTEE (not applicable if the Rent is paid in full in advance)**

18.1 The Guarantor guarantees to the Landlord and separately guarantees to the Management Company that the Tenant will pay the Rent when it falls due and comply with the Tenant's obligations in this Agreement for so long as the Tenant remains bound by such obligations. This may be for quite a long time after the Tenancy Period expires, if the Tenant does not vacate by the end of the Tenancy Period.

18.2 If the Tenant does not pay the Rent when it falls due and/or does not observe and perform the Tenant's obligations, the Guarantor guarantees to pay to the Landlord the unpaid Rent and any default charges, Damages and other sums the Tenant is liable to pay to the Landlord under this Agreement.

18.3 The Guarantor agrees to indemnify the Landlord and the Management Company against (in other words, reimburse them for) the losses they suffer and the expenses they incur as a result of the Tenant's failure to comply with the Tenant's obligations in this Agreement including (but not limited to):

18.3.1 the cost of remedying the Tenant's breach;

18.3.2 court fees and the fees of bailiffs and/or enforcement officers;

18.3.3 fixed costs payable to a claimant under the Civil Procedure Rules (see [www.justice.gov.uk](http://www.justice.gov.uk));

18.3.4 legal and other professional advisors' costs awarded against the Tenant or the Guarantor by the court;

18.3.5 loss of profit if (due to the Tenant's default) the Room is not fit to re-let immediately at the end of the tenancy;

18.3.6 loss of profit if the Landlord takes possession of the Room during the Tenancy Period as a result of the Tenant's default, for the period that the Landlord is unable to let the Room;

18.3.7 loss of profit if, due the Tenant's breach of these terms and conditions, other residents in the Building lawfully terminate their tenancy agreements.

18.4 The Guarantor guarantees to pay the Landlord any sums for which the Guarantor is liable within 14 days of demand (which demand must include an explanation of the amount claimed, with written evidence where applicable) and shall be liable to pay interest at the rate of 3% above the base rate of the Bank of England on such sums as remain unpaid after 14 days.

- 18.5 The guarantee and indemnity apply to any accommodation provided by the Landlord for the Tenant's use, including any alternative accommodation provided at the Tenant's request or as otherwise permitted by this Agreement (see, in particular, clauses 22 and 23).

## **MISCELLANEOUS**

### **19. Notices**

The Landlord's address for service of all notices (including notices in proceedings) is care of CityBlock, 21 Castle Hill, Lancaster, LA1 1YN (or such other address as the Landlord may subsequently notify to the Tenant in writing).

### **20. Confiscation**

- 20.1 If, contrary to these terms and conditions, the Tenant (or a visitor) has in their possession at the Building any item which it is illegal to possess, or which is likely to be a danger or nuisance to others, the Management Company will be entitled to remove it in accordance with this clause.
- 20.2 If the item is illegal to possess, the Management Company may dispose of the item as it sees fit, without liability to the Tenant or the owner of the item.
- 20.3 If the item is an imminent threat, risk or nuisance, the Management Company may remove it immediately, but (as long as it is safe to be stored) will return it to the Tenant at the end of the tenancy.
- 20.4 If the Management Company is satisfied that there is no immediate threat, risk or nuisance, the Management Company will request the Tenant to remove the item from the Building within 3 days but will then be entitled to confiscate it if the Tenant fails to do so, without further liability to the Tenant or the owner of the item.

### **21. Internet suspension**

- 21.1 If the Landlord or the Management Company has reasonable grounds to suspect that the Tenant is using the internet connection in the Room for purposes that are illegal, widely considered to be immoral, or in breach of the Tenant's obligations in clause 9, the Management Company may suspend the Tenant's internet connection pending investigation and (if appropriate and reasonable, after investigation) until the Management Company has received satisfactory undertakings from the Tenant with regard to future conduct.
- 21.2 The Management Company may suspend the Tenant's internet connection if any Rent has not been paid within 14 days of the due date for payment, but will re-establish the connection once payment (and any associated default charge) has been received from the Tenant or the Guarantor.

### **22. Relocation**

- 22.1 This Agreement is for a specified type of room in the Building and the Landlord does not guarantee to provide a specific room in the Building. The Landlord or the Management Company may ask the Tenant to relocate from an allocated room to similar accommodation in the following circumstances:
- 22.1.1 the previous occupier has not vacated the Room by the start of the Tenancy Period;
- 22.1.2 the Room is not reasonably fit for habitation;
- 22.1.3 where reasonable adjustments have to be made to accommodate a disability of the Tenant or another occupier;
- 22.1.4 where the tenants in a Flat are not living together harmoniously;

22.1.5 where the Tenant has complained about the Room or the Flat and the fault is not present in other rooms or Flats;

22.1.6 where a Flat is under-occupied;

22.1.7 for some other substantial reason.

22.2 Where possible, any relocation will be to a room in the Building. In some cases (such as where there is a fire, flood or where a new building is not completed on time) the alternative accommodation may not be in the Building, but as long as it is similar in service provision and not substantially less convenient in location, the Tenant agrees to accept the substitution.

22.3 The Tenant may request a transfer to a different room within the Building or an alternative Building managed by CityBlock Lettings Limited in the same city, but the Management Company has complete discretion whether or not to agree to such a request. The Tenant must pay the Management Company's reasonable fees for arranging the variation to the tenancy (these will not normally be more than £50, exclusive of VAT).

22.4 The Tenant and any Guarantor continue to be liable for the Tenant's obligations if the Tenant relocates (and references to the Room, the Flat and the Building shall include the place of relocation)

### **23. Damage by insured risks**

23.1 The Landlord is responsible for insuring the Building, but will only insure the Tenant's personal possessions if the Tenant requested it and has paid the relevant premium.

23.2 The insured risks may vary from time to time and will depend on the terms of the Landlord's insurance policy. Typically, insured risks will include damage by fire, lightning, explosion, malicious persons, storm, flood, escape of water, subsidence and impact by vehicles or aircraft.

23.3 If the Room becomes uninhabitable or inaccessible because of damage by an insured risk then (subject to clauses 16.5 and 16.6 (Landlord's right to end the tenancy), clauses 17.6 and 17.7 (Tenant's right to end the tenancy) clause 23.4 (Tenant voids the insurance) and clause 23.5 (limiting the Landlord's liability):

23.3.1 the Landlord will:

23.3.1.1 use reasonable endeavours to provide alternative accommodation for the Tenant until the Room is once more accessible and fit for habitation or until the end of the Tenancy Period, whichever occurs first;

23.3.1.2 reinstate the Room and Contents as soon as reasonably practicable;

23.3.1.3 refund to the Tenant any pre-paid Rent for the period after the date of the damage if the Landlord is unable to provide alternative accommodation;

23.3.1.4 not be liable to pay the Tenant any Damages unless they are paid by the insurer; and

23.3.2 the Tenant will:

23.3.2.1 move into alternative accommodation if and for so long as it is offered by the Landlord, provided the alternative accommodation is located within 3 miles of the Building or within 3 miles of the Tenant's usual place of study;

23.3.2.2 move back into the Room once it has been reinstated;

23.3.2.3 pay the Rent when it falls due;

23.3.2.4 not be liable to pay any additional rent, even if the alternative accommodation is of a higher value than the Room;

23.3.2.5 be entitled to Damages equivalent to the difference in value between the alternative accommodation and the Room, if the alternative accommodation is normally let at a lower rate than the Rent, for the period that the Tenant occupies the alternative accommodation.

23.4 The Landlord shall have no liability to the Tenant (under clause 23.3.1 or otherwise) and the Tenant will remain liable to pay the Rent if the insurer refuses to pay for alternative accommodation because of the Tenant's own action or neglect.

23.5 The Landlord's liability to the Tenant in respect of any insured event is limited to the amount paid to the Landlord by the insurer divided by the number of occupiers affected by the insured risk (or which would have been payable if the Landlord had not invalidated its claim due to its own action or neglect).

## **24. Disclaimer**

24.1 Unless caused by the Landlord's or Management Company's negligence, neither the Landlord nor the Management Company shall be liable for:

24.1.1 any failure of or interruption to any services or facilities, or for any loss arising from such failure or interruption;

24.1.2 death or personal injury;

24.1.3 damage to or loss of property;

24.1.4 the actions or neglect of other occupiers in the Building.

24.2 Nothing in clause 24.1 excludes liability for fraud or recklessness.

## **25. Procedure for dealing with Breach of Tenant's Obligations**

25.1 Where cleaning is required in order to rectify a breach of the Tenant's obligations, the Management Company will write to the Tenant explaining what is required and give the Tenant a reasonable opportunity to do the cleaning. If the cleaning is not done to a satisfactory standard by the Management Company's stated deadline, the Management Company will arrange for the cleaning to be done, and the Landlord will claim the cost from the Tenant as Damages.

25.2 Where breach of the Tenant's obligations causes the Landlord or the Management Company to suffer loss or incur expenditure, the Landlord or Management Company will notify the Tenant of any amount claimed as a default charge or in Damages and ask the Tenant to make payment within 14 days.

25.3 If the Tenant disputes the claim, the Tenant may put their case in writing to [info@cityblock.co.uk](mailto:info@cityblock.co.uk) and address it to the Lettings Manager. The Landlord or the Management Company will review the claim and decide whether to modify it or to make a claim against the Deposit or to begin a claim in court.

25.4 If the Tenant repeatedly fails to comply with the Tenant's obligations, the Management Company may notify the Guarantor and/or the Tenant's emergency contact person, as the Tenant's behaviour may affect the amount the Guarantor is asked to pay, and/or raise concerns about the Tenant's welfare.

25.5 If the Tenant's failure to comply with the Tenant's obligations is causing disruption or nuisance to other occupiers, the Management Company may ask the Tenant to relocate (as an alternative to the Landlord starting possession proceedings).

25.6 If the Tenant is in serious breach of the Tenant's obligations, or in persistent breach which the Tenant fails to remedy after due warning, the Landlord may take proceedings for possession against the Tenant

and/or seek an injunction to prevent the Tenant entering the Building or to make the Tenant's presence at the Building subject to conditions imposed by the court.

## **26. Notice of Mortgage**

26.1 The Landlord hereby gives notice to the Tenant that possession of the Room might be recovered under Ground 2 of Schedule 2 of the Housing Act 1988 because

26.1.1 the Building is subject to a mortgage granted before the beginning of the tenancy;

26.1.2 the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

26.1.3 the mortgagee will require possession of the Room for the purpose of disposing of the Building with vacant possession if that power of sale is exercised.

## **27. Governing law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

## **28. Jurisdiction**

28.1 The parties irrevocably agree that the courts of England shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

28.2 Disputes about the Deposit may be submitted to the authorised tenancy deposit protection scheme for adjudication, with the consent of the parties or by order of the court.

## **29. Third parties**

Nothing in this Agreement is intended to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **30. Welcome Handbook**

30.1 All the main terms agreed between the parties are set out in this Agreement and any related guarantee agreement.

30.2 This Agreement is supplemented by local regulations, procedures and operating information set out in the Welcome Handbook.

30.3 The Welcome Handbook is updated each year and the Management Company will send the Tenant a copy of the revised Welcome Handbook in good time before the start of the tenancy.

30.4 A copy of the Welcome Handbook that is current at the time of applying for a tenancy can be viewed for illustration purposes through the Resident Portal, but it is the Welcome Handbook that is current at the start of the tenancy that will apply to the tenancy.