

(1) **CITYBLOCK [] Limited**

(2) []

AGREEMENT (2014-2015)

Relating to letting furnished room [] at CityBlock []

[] on an Assured Shorthold Tenancy

Rent [] per week

Dated []

To: []

1. **The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:**

The Deposit Protection Scheme Service (The DPS)
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone No: 0844 4727 000

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

2. **Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.**
See attached Terms and Conditions
3. **Information on the procedures applying for the release of the deposit at the end of the tenancy.**
See attached Terms and Conditions
4. **Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.**
See attached Terms and Conditions
5. **Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.**
See attached Terms and Conditions
6. **The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.**
There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute. See attached Terms and Conditions for further information

* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. **Tenancy specific information**

- a. **Amount of deposit paid.**

£ []

- b. **Address of property including room number and postcode to which the tenancy relates.**

[]
[]
[]
[]

- c. **Name, address and details of Landlord(s)**

Name CityBlock Lettings [] Limited

Registered Office: 21 Castle Hill, Lancaster, LA1 1YN

Telephone number: 01524 541251

E-mail address: info@cityblock.co.uk

- d. **Name, address including postcode and contact details of the Tenant(s)**
(In the case of joint tenants insert this information for both tenants)

Lead Tenant

(1) Name: []

Address: []
[]
[]
[]

Telephone number: []

E-mail address(es): []

Contact Address to be used by The Landlord at the end of the tenancy:

[Redacted address lines]

(2) Name: []

Address: []
[]
[]

Telephone number: []

E-mail address(es): []

Contact Address to be used by The Landlord at the end of the tenancy:

[Redacted address lines]

NOTE: please see note 3 below regarding the tenant’s or lead tenant’s responsibility to register their contract address with The DPS and to ensure that address is updated at the end of the tenancy.

e. Name of Third Party making the payment

Name: [Redacted]

Address including postcode: [Redacted]
[Redacted]
[Redacted]
[Redacted]

Telephone number: [Redacted]

E-mail address (if any) [Redacted]

NOTE: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

f. Circumstances when all or any part of the deposit may be retained by the Landlord.

Refer to Clause (s) **[3.3]** of the Tenancy Agreement

I/We (being the Landlord) certify that–

- i. The information provided is accurate to the best of my/our knowledge and belief
- ii. I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord(s): Alison Bargh (CityBlock Lettings [] Limited)

Signature(s): []

Dated: []

Tenant name(s): []

Signature(s): [Redacted]

Dated: [Redacted]

NOTES

- (1) A copy of the Deposit Protection Service Terms and Conditions is attached to this document.
- (2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- (3) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.
- (4) It is the landlord(s) responsibility to ensure that this document is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and that the Tenant(s) is given an opportunity to check and sign this document.

Specimen

This is a **LEGALLY BINDING AGREEMENT** and the tenant and guarantor should read it carefully.

In Accepting this Agreement, you agree to abide FULLY by these terms and conditions, which include paying for the FULL CONTRACTUAL PERIOD.

NOTE: All UK students must have a UK Guarantor and can pay their rent either termly by direct debit or for the full year in advance. International students without a UK Guarantor must pay their rent for the full year in advance.

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement, please contact CityBlock BEFORE accepting this Agreement.

This document is available in alternative formats upon request, including large font, electronic version and on non-white printed paper.

This **AGREEMENT** is made on: []

BETWEEN:

(1) CITYBLOCK Lettings () Limited (Company no. [] whose registered office is at 21 Castle Hill, Lancaster, Lancashire, LA1 1YN (the "Landlord")

AND:

(2) Tenant name: []
Address: []
[]
[]

(the "Tenant") and

(3) Guarantor name: []
Address : []
[]
[]

(the "Guarantor")

NOTE: The Guarantor details entered here should be the same as those on Page 14.

WHEREBY IT IS AGREED as follows:

1. Definitions

In this Agreement the following definitions have the following meanings:

"Building/Accommodation"

All that building and accommodation known as CityBlock []

"Common Parts"

The entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store, kitchen, communal lounge and any other common areas within the Building and Accommodation provided for the benefit of the Tenant and all other tenants.

"Contents"

The furnishings and effects to be found in the room or the common parts of the flat as listed in the inventory.

"Deposit"

£ []

"Flat"

The flat of which the Room forms part.

"Inventory"

The inventory provided to the tenant on check-in.

"Landlord's Agent"

The agent from time to time appointed by the Landlord to manage the Building.

"Rent"

£ [] per week.

"Room"

Room [] including (without prejudice to the offer of tenancy) the fixtures and fittings therein, the carpets, doors and internal glass, but excluding Service Media within the Room.

"Service Media"

Central heating and hot water system, electrical services for power and lighting, drainage and water services, and any data or phone service provided.

"Tenancy Period"

From and including [] up to and including []

"Term"

A fixed term of [] weeks from and including the []

2. Interpretation

2.1 The expression the "**Landlord**" includes the person who at any particular time has the right to receive rent under this Agreement.

2.2 Any obligation on the Tenant not to do any act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by any other person.

2.3 Where any party to this agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

3. The Letting

3.1 In consideration of the Rent and the Tenant's obligations contained in this Agreement the Landlord lets to the Tenant (excluding assignees legal or conventional and sub tenants **except with the prior written consent of the Landlord**) the Room for the Tenancy Period.

3.2 The Rent shall be payable by:

- full year in advance with 3% discount (available on 50 week tenancy)
- three termly direct debit payments – dates & amounts as per published room rates.

[]
[]
[]

NOTE: PLEASE TICK YOUR PREFERRED OPTION

3.3 The Deposit is payable to the Landlord as security for the performance of the Tenant's obligations under this Agreement. The Landlord shall be entitled to draw on the Deposit in payment of any sums due from/or expended or expendable on behalf of the Tenant in accordance with the terms of this Agreement; including but not limited to:-

3.3.1 Any damage, or compensation for damage, to the Flat and/or Common Parts its fixtures and fittings or for missing items for which the Tenant may be liable. The tenant is also liable for any damages caused by visitors invited onto the premises by the tenant.

3.3.2 The reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Flat and/or Common Parts, its fixtures and fittings.

3.3.3 Any unpaid accounts for Council Tax incurred at the Flat for which the Tenant is liable.

3.3.4 Any rent or money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

3.3.5 The reasonable administration and marketing costs incurred by the Landlord in the event the Tenant fails to take up occupation of the Flat and or fails to remain in occupation and vacates prior to the expiry of the Tenancy Period (the Landlord at all times reserving all rights and remedies in respect of a breach of the Tenancy Agreement).

3.4 The deposit will be registered with The Deposit Protection Service (a company which has been accredited by the Government) in accordance with the terms and conditions attached to this agreement. Please go to www.depositprotection.com for further information.

3.5 The Landlord shall notify the Deposit Protection Service after the termination of the tenancy or the expiration of the Tenancy Period and vacation of the Room by the Tenant, to return the balance of the Deposit (if any) to the Tenant PROVIDED THAT all of the Tenant's obligations contained in this Agreement have been complied with to the reasonable satisfaction of the Landlord. The Tenant will be given the opportunity to attend a check-out inspection with a representative of the Landlord at the end of the tenancy period.

3.6 Any monies received from UK or foreign banks may result in an additional administration charge being levied on the Tenant to cover charges made by the Landlords bank.

3.7 The Tenant, in common with the Landlord and all other persons similarly entitled (including, all other persons from time to time duly authorised by the Landlord for that purpose) is granted the following rights for the benefit of the Room:

3.7.1 The right to come and go to and from the Room and pass over the Common Parts designed or designated to afford access to the Room.

3.7.2 The right to use the shared facilities within the common parts of the Flat.

3.8 The Landlord reserves the following rights over the Room:

3.8.1 the right of access for the Landlord and those persons authorised by the Landlord to enter the Room on reasonable notice for any purpose mentioned in this Agreement (except in case of emergency and including the right to enter the room and carry out the search of a room in circumstances where the Landlord reasonably suspects the Tenant to be in breach of clause 4.3.1(d), 4.3.1(i), & 4.4.3 of this Agreement).

3.8.2 the right to the free passage and running of water soil gas and electricity through any pipe, cables, wires, drains or sewers passing in or through the Room

4. Your Obligations

The Tenant covenants during the Term with the Landlord as follows:

4.1 Rent

4.1.1 To pay the Rent without right of deduction or set off in accordance with clause 3.2 of this Agreement. If it is necessary to write to you regarding any overdue rent there will be a charge of £15.00 per letter. Credit card payments will incur an additional processing fee.

4.1.2 In the event of late payment of Rent by the Tenant (or of late payment of any sum due to the Landlord under this Agreement) then interest will be payable at the rate of 8% per annum above the base rate of Natwest Bank plc (or other UK clearing bank nominated by the Landlord from time to time) from the date payment is due until payment is made in full (both before and after judgement), such interest to be charged on a daily basis and compounded monthly. The Landlord reserves the right to withdraw services if rent remains unpaid.

4.1.3 Failed direct debit payments or returned unpaid cheques will accrue a charge of £30.00 together with any additional charges made by the Landlords Bank.

4.2 Moving in

4.2.1 The Tenant shall be deemed to have accepted the Room, the Flat the Common Parts and the Building as being in good and tenable repair and condition and fit for the purposes for which they are intended to be used as at the commencement of the Tenancy Period except and to the extent that any deficiencies in the condition and repair of the Room, the Flat, the Common Parts and/or the Building shall have been expressed in writing to the Landlord by the Tenant within 24 hours of the commencement of the Tenancy Period.

4.2.2. You agree to check and sign and return the Inventories (these are lists of the furniture and equipment in your Accommodation issued to you on arrival) and notify CityBlock Staff of any discrepancies within 2 days of taking occupation. We shall assume that the Inventories are correct and that you have accepted that the Contents are present and in good and tenable repair and condition if you have not done so within 2 days.

4.3 Respect for others

4.3.1 You agree to have and to show respect for other persons living and/or working in the CityBlock Building at all times, including (but not limited to)

- a) keeping noise at a level that does not interfere with the study, sleep or comfort of other residents, staff and neighbours. This includes TV's, stereos, CD players, musical instruments etc. You agree to reduce the level of noise if asked to do so.
- b) behaving with respect and consideration towards other residents, staff, visitors and your neighbours. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other residents' possessions without permissions and respecting the privacy of others.
- c) not harassing, threatening or using violence towards any person.
- d) not committing any arrestable offence, or acting in a manner which conflicts with our policies on drugs, offensive weapons or equal opportunities, nor in any way acting in a manner which is likely to bring us into disrepute.
- e) not bringing any fireworks or any other items which we reasonably consider to be dangerous, including (without limitation) firearms, air weapons, bows, knives, swords, martial arts weapons, and any other offensive weapons including paint ball guns and replica, ceremonial and toy weapons.
- f) being responsible for your visitors' behaviour whilst they are in the CityBlock Building. This includes being responsible for payment for any damage or losses they may cause.
- g) not to congregate in groups (definition of which is at CityBlock's discretion) within any area of the CityBlock Building so as to cause annoyance or nuisance to others.
- h) no more than 2 guests allowed at any one time without prior consent of CityBlock.
- i) not to smoke or permit guests to smoke tobacco or any other substance within the building or within 5 metres of any entrance to the building. In the interest of health and safety CityBlock has adopted a no smoking policy. Any person found to be smoking or permitting visitors to smoke will be subject to a £50 fine payable on demand. This fine will also apply if evidence of the above is found.
- j) not to use the Television within the communal area of each flat for the purpose of console gaming to the annoyance and detriment of other residents.

k) not to use the internet connection provided by CityBlock for any illegal or immoral purposes. Failure to comply will result in CityBlock removing your internet access with immediate effect.

l) Not to allow any visitors to sleep in your Room and/or the Flat and Common Parts overnight.

4.3.2 You agree that we may remove or exclude any visitor from the CityBlock Building, where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons.

4.3.3 You agree to pay CityBlock the sum of £50 on each and every occasion CityBlock or persons authorised by CityBlock receive calls or are required to visit the Building to attend an incident between the hours of 5.00 pm and 9.00 am during the week or at any time at a weekend or bank holiday respectively, for non-emergency calls. This charge will be at the sole discretion of CityBlock.

4.4 Safety and Security

4.4.1 It's your responsibility to help ensure that the Building is safe to live in, and for employees of CityBlock to work in. Guidance is given in the CityBlock Residents Handbook and in the Guide to Electrical Safety. CityBlock accepts no responsibility for itself, its employees or others, for any injury or loss of property which results from the use of residents' faulty appliances, or from residents' misuse of electrical installations and wiring. CityBlock reserves the right to remove any electrical equipment that is suspected of being faulty or dangerous.

4.4.2 You agree to vacate the CityBlock Building (and ensure any of your visitors do so) immediately whenever the fire alarm is sounded and co-operate at all times with our staff and the emergency services.

4.4.3 You shall have due regard to the fire evacuation procedures contained in the CityBlock handbook and agree not to do anything which may cause a fire hazard, including (but not limited to):

- a) Tampering with fire doors or any of our fire prevention and control equipment. Any person found to be in breach of any part of this clause shall be subject to a £50.00 fine payable on demand.
- b) Using candles, joss sticks or shisha pipes.
- c) Obstructing corridors, stairwells, or fire escapes
- d) Bringing into the Building any additional heaters
- e) Using deep fat fryers

4.4.4 You agree to observe our no smoking policy. Smoking is not permitted anywhere in CityBlock accommodation.

4.4.5 You agree to ensure that your Accommodation and the CityBlock Building in which it is located is left secure. For example, you must lock your door and close your window before leaving the Building and you must secure any flat and main entrance doors in the CityBlock Building when entering or leaving.

4.4.6 You agree not to copy or part with the fob, keys or security code to the Room, Flat or Building and to report immediately any loss of the same to the Landlord and pay to the Landlord before the Landlord issues any, the replacement cost of replacing the fob and/or keys.

4.4.7 That the Landlord is not responsible for any loss or damage to personal belongings within the Room Flat Building or bicycle storage areas and that the Tenant acknowledges that the Landlord has no responsibility to the Tenant for any such items and that it has advised the Tenant to take out its own insurance.

4.5 Respect for your living environment

4.5.1 You agree to keep the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in the shared areas of the Accommodation.

4.5.2 You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area at CityBlock.

4.5.3 You agree not to remove any Contents from the Room at any time during the Term.

4.5.4 You agree not to change or damage the decorative finish of the Accommodation. This includes not to glue, stick, nail or screw or otherwise fix anything whatsoever, including blue/white tac to the interior of the Room and/or Flat with the exception of the pin board provided nor to place anything outside the window of the Room and/or Flat. The Landlord reserves the right to charge for any damage if this not adhered to.

4.5.5 You agree not to remove, damage, or interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation or Access Areas or any other part of the CityBlock Building.

4.5.6 You agree not to erect or install any outdoor aerial, satellite dish, or wireless router.

4.5.7 You agree not to keep any animals, birds, reptiles, insects or fish at the Accommodation.

4.5.8 You are not to bring any additional refrigerators, freezers or other electrical kitchen appliance into the Accommodation.

4.5.9 You agree to promptly report any loss, breakage, damage or failure of facilities, using the reporting procedures

set out in the CityBlock Handbook.

4.5.10 You agree that we may, at reasonable times, enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose (NB advance notice of visits will be given, except in the case of repairs reported by you, or in an emergency, when entry may be at any time).

4.5.11 You agree to take reasonable precautions to keep the Accommodation and Access Areas free from infestation by vermin, rodents, bed bugs or animal fleas. Where such infestations occurs as a result of your action or inaction, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the cause of such an infestation.

4.5.12 You agree to maintain the Accommodation and Access Areas in a good and tenable repair and decorative order and in a clean and tidy condition failing which CityBlock may by not less than 24 hours written notice at its reasonable discretion instruct cleaners to enter and clean the Accommodation and Access Areas the cost of which will be payable by you on demand (damage by accidental fire and water damage from domestic services infrastructure excepted).

4.5.13 You agree not to expose or allow to be hung any laundry washing or other items so as to be visible from the outside of the Accommodation and not to dry clothes on the wall mounted heaters.

4.5.14 You agree not to store bicycles in the Accommodation or Access Areas but to store any bicycle in the designated bicycles areas, a permit for which is available upon request.

4.5.15 You agree not to attach or distribute any posters or notices to any part of the interior or exterior of the Building without first receiving the Landlords consent.

4.6 Use of Accommodation

4.6.1 You agree to use the Accommodation only as a study and living accommodation.

4.6.2 You agree to occupy the room as a single private residence by yourself as Tenant personally except in the case of an agreement relating to a double occupancy room. Nor to assign or to sublet or allow others to occupy the Accommodation, except with the prior written consent of the Landlord.

4.6.3 You will provide to the Landlord evidence of full time student status and certificates of exemption for or otherwise reimburse the Landlord for the Council Tax and all other taxes charges duties or outgoings or assessments which are now or which may at any time in the future be payable in respect of the Room and/or the Tenant's use of any property of which the Room forms part and/or the occupier of the Room, including but not limited to television licence fees for the Room or other recurring charges during the Tenancy Period.

4.6.4 Failure to provide evidence of full time student status by the date requested during the Term of the Tenancy Period will result in a breach of this Agreement with the Tenant remaining liable for all associated costs and obligations.

4.6.5 If you are permitted or asked to move, or for the purpose of CityBlock carrying out emergency repairs, then all the terms and conditions of this Agreement are transferable to the new Accommodation.

4.7 When You Leave

4.7.1 At the end of the Tenancy Period you agree to:

a) Leave the Accommodation and all items listed in the Inventories (which shall be evidence of the condition and deemed to be in good condition unless noted to the contrary in the Inventories) in the same condition as they were in at the start of the Tenancy Period, except for wear and tear.

b) Remove all your belongings, rubbish and recycling from the Accommodation.

c) Return to us all keys or key fobs to the Accommodation and obtain a receipt for the same or proof of recorded postage.

4.7.2 You agree to pay the reasonable cost of replacing any key or key fob which is not returned or of replacing a lock (and this will include our administration costs).

4.7.3 You acknowledge that if you do not comply with Clause **4.7.1** we are entitled to take legal action against you to require you to leave the Accommodation. We reserve the right to claim for and charge for damages and loss which we suffer or incur as a result of you failing to leave the Accommodation at the end of the Tenancy Period, including (but not limited to) the costs of any such legal action.

4.7.4 We can dispose of your personal valuables and deduct the cost of doing so (and any storage costs) from any sale proceeds and/or the Deposit if you do not collect or remove your personal valuables within 1 month of the end of the Tenancy Period (or of the date this Agreement ends if either you or we terminate it early).

4.8 Indemnity

You are liable to us for all loss and damage suffered as a result of any breach by you or your visitors of this Agreement. This includes (but is not limited to) any expense properly incurred in collecting arrears, paying professional advisors and in relation to court proceedings.

5. Our Obligations

5.1 Services and Facilities

We will provide the following during the Tenancy Period:

- 5.1.1 Cleaning maintenance and repair of the CityBlock Residence as specified in the CityBlock Handbook (except where damage is caused by you or another student who is liable to repay such damage under their residence Agreement).
- 5.1.2 Operation, inspection, servicing and repair of all our plant, machinery and equipment in the CityBlock Building including the provision of all fuel and water.
- 5.1.3 Fire fighting equipment in the shared areas of the Accommodation, the Access Areas or any other part of the CityBlock Building.
- 5.1.4 An adequate supply of hot water for domestic use.
- 5.1.5 Reasonably adequate heat during the Tenancy Period, having regard to prevailing weather conditions. This may mean, therefore, that the heating is deactivated during the summer period.
- 5.1.6 Employment of staff for the day to day running of the CityBlock Accommodation.
- 5.1.7 Kitchen refuse bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation, and arranging for disposal of refuse from the external bin areas.
- 5.1.8 Items on the Inventories, which we shall also maintain (except for loss, breakage or damage attributed to you or your visitors).
- 5.1.9 Laundrette facilities, for which there will be a separate charge for use. Please note, the laundry facilities are provided by an external company which is responsible for them.
- 5.1.10 To provide security facilities for the building.

5.2 Privacy

We will not unreasonably interfere with your privacy.

5.3 Access

We will give you a reasonable notice before entering your bedroom to clean, inspect, repair, or for any other reasonable purpose, including carrying out viewings of the Room and /or Flat to prospective tenants

NOTE: advance notice will not be given in the case of repairs reported by you, or in an emergency, when entry may be at any time.

Where there is reasonable suspicion that you or your guests are in breach of the rules contrary to regulation and warning given, spot checks will be carried out without further warning. A serious breach may affect others' enjoyment of their accommodation, or contravene health and safety regulations, including those in place for staff that work in the accommodation.

5.4 Disclaimer

- 5.4.1 We shall not be liable for any failure or interruption to any services, or for any loss arising from such failure or interruption, unless it is caused by our negligence.
- 5.4.2 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.
- 5.4.3 We have the right to carry out any alterations or building works at the Accommodation or on our adjoining neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in case of emergency).

5.5 Insurance

- 5.5.1 We will insure the Accommodation against fire and other risks which we reasonably consider necessary.

6. Procedure for Breach

6.1 By you or your visitors

- 6.1.1 If you or your visitors contravene any of the clauses given under Your Obligations, action may be taken by CityBlock, in accordance with the procedures set out in CityBlock's disciplinary procedure.
- 6.1.2 CityBlock will raise an invoice for any day to day charges such as cleaning, damage, and call-outs required within your Accommodation.

6.1.3 Where minor offences are repeated, or where offences are more serious, the case may be referred to your guarantor. In such circumstances, a larger fine may be imposed in addition to any charges made for damage/cleaning. Further, in serious cases, you may be asked to move to another room, to leave your accommodation permanently and/or to move out of your accommodation temporarily.

6.1.4 You agree to pay CityBlock on demand £15 on each and every occasion that CityBlock properly and reasonably writes to the tenant in relation to any breach of the terms of this agreement.

7. Loss or Damage

7.1 Payment for Loss or Damage

7.1.1 You must pay for any losses, damage, any additional cleaning required, key, key fob or lock replacement where needed or any other breach of your obligations and reasonable administrative expenses will be charged. You will also be liable for any costs relating to any damages caused by visitors invited onto the premises. To clarify, any damage to a Room shall be deemed to have been caused by the Tenant of that Room. Damage to the shared facilities and Landlords contents in the Common Parts in any Flat shall be deemed to have been caused jointly by all the tenants of that Flat, and damage to any Common Parts shall be deemed to have been caused by all those tenants who use the Common Parts.

7.1.2 Where the perpetrators cannot be identified (and we will use reasonable endeavours to identify them), you may be charged a fair and reasonable proportion of the cost of making good any loss or damage caused, unless you can demonstrate that you were not at the Accommodation or in the CityBlock Accommodation when the damage occurred.

7.1.3 Where additional cleaning is required, you will first be issued with a warning and given an opportunity to clean your Accommodation. If the Accommodation is not returned to a satisfactory condition by the given deadline, a charge for additional cleaning will be made.

7.1.4 Any invoices which are raised during the tenancy period including but not limited to damages, fines or call outs will be due 7 days after the invoice date unless disputed within 3 working days of the invoice date. These invoices will be subject to VAT at the prevailing rate.

7.1.5 You must pay for all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable contemplation of the proceedings in connection with the recovery of arrears of Rent or arising from any breach of the Tenants obligations under this Agreement.

8. Temporary Exclusion

8.1 Our Right to Temporarily Suspend your Right to Occupy

8.1.1 If you contravene any of the clauses given under Your Obligations, we may exclude you from the Accommodation during further appropriate investigations of the offence, if we consider, acting reasonably, that your continued presence at the Accommodation will constitute threat to life, limb or well-being and/or criminal damage to property.

8.1.2 We may temporarily exclude you from the Accommodation, if we reasonably consider, because of your behaviour, or for any other reason, that it is necessary to exclude you from the Accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation.

9. Relocation

9.1 Alternative Accommodation

The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation only in the event of delays to the construction and completion of the Building or to any part of the Building or Room or for the purpose of carrying out emergency repairs PROVIDED THAT:

9.1.1 The Tenant is given reasonable notice; and

9.1.2 The Tenant will occupy the alternative accommodation on the same terms as this Agreement.

10. Termination

10.1 It is agreed between the parties that if at any time:

10.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

10.1.2 any obligation of the Tenant contained in this Agreement has been breached or not fully performed and/or observed; or

10.1.3 any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2,6,8,10-15 (inclusive) and 17 of the Housing Act 1996 apply

The Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy has not been granted and Tenancy shall immediately then terminate but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of the obligations by the Tenant contained in this Agreement.

10.2 The Landlord reserves the right to release the room to the waiting list if the tenant does not pay the first instalment of rent within 7 days of the due date. In this instance all obligations on the tenant's part will remain until the agreement is terminated in writing by the Landlord.

11 Tenants Right to Cancel

Once an agreement is signed, the Tenant will not have the right, for whatever reason, to cancel the Tenancy together with the associated costs and obligations. CityBlock would consider releasing the Tenant from this obligation if a suitable replacement is found who would commit to an Assured Shorthold Tenancy Agreement on the Room under the same terms. Any communication to this effect must be made in writing to our Head Office Address at 21 Castle Hill Lancaster LA1 1YN.

12. Agreements and Declarations

12. 1 Any person who is not the Tenant and who makes payments to the Landlord due from the Tenant under the terms of this Agreement does so as agent for the Tenant.

12. 2 Ownership of any of the Tenants fixtures and fittings and effects left in the Room and/or Flat and or Building at the end of the Tenancy (howsoever determined) and not cleared within 7 days thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell or dispose of the same for its own benefit.

13. Data Protection & Confidentiality

Landlords and/or Letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention.

Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

14. Equality and Diversity

The Landlord aims to provide a safe, welcoming, supportive environment to all students, ensuring that no student 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 our Equality and Diversity Policy is available upon request.

15. Notice of Mortgage

The Landlord hereby gives notice to the Tenant and the Tenant hereby accepts receipt of such notice that the Landlord may recover possession of the Room and Flat under Grounds 28 and 10 - 16 inclusive of the Housing Act 1988 and Ground 17 of the Housing Act 1996.

The Landlord further gives notice that the Building is subject to a mortgage granted before commencement of this Agreement and possession may be also be recovered under Ground 2 in part One of schedule Two of the Housing Act 1988 where:

- a) the mortgagor is entitled to exercise a power of sale conferred by mortgage deed or by section 101 of the Law of Property Act 1925
- b) the mortgagee requires possession of the property to dispose of it with vacant possession

16. Guarantee

The Guarantor guarantees to the Landlord that the Tenant will pay the Rent and comply with the obligations on the Tenant's part contained in this Agreement for so long as the Tenant remains bound by such obligations and the Guarantor will indemnify the Landlord against all losses damages costs and expenses suffered or incurred by the Landlord through non-compliance by the Tenant with its obligations contained in this Agreement. The Guarantor must complete the guarantor declaration contained within this assured shorthold tenancy agreement

17. Severability

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.

18. Notice

Under section 48 of the Landlord and Tenant Act 1987, the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

CityBlock
21 Castle Hill
Lancaster
LA1 1YN

19. The Landlord hereby agrees to let the Room and the Tenant hereby agrees to take the Room for Rent, for the Tenancy period and in accordance with the conditions stated in this Agreement.

SIGNED by [] ALISON BARGH

DATE: []

For and on behalf of:

CityBlock Lettings [] Limited CITYBLOCK
21 CASTLE
LANCASTER
LA1 1YN

In the presence of
Witness Signature: []

Print witness Name []

DATE: []

Address : CITYBLOCK
21 CASTLE HILL
LANCASTER
LA1 1YN

SIGNED by tenant 1 []

DATE: []

In the presence of
Witness Signature: []

Print Witness name: []

Witness address: []
[]
[]
[]

SIGNED by tenant 2 (if applicable) []

DATE: []

In the presence of
Witness Signature: []

Print Witness name: []

Witness address: []
[]
[]
[]

Guarantor Declaration

I confirm that I have read the Tenancy Agreement in respect of:

Tenant Name : []

Tenant Room Number : []

And agree to the Guarantors obligations (clause 16) therein.

By signing this agreement I hereby confirm that I am:
(Please circle the option that applies to you)

- a) resident in the UK; and
- b) in paid full time employment; or
- c) self-employed; or
- d) retired and in receipt of a private pension; or

Other (please specify): _____

SIGNED by Guarantor: _____

Print Name: _____

DATE: _____

Relationship to Tenant: _____

Address: _____

How long have you lived at this address: _____

Are you the home owner **YES / NO** (delete as applicable)

Telephone number (day): _____

(mobile): _____

Proof of residence enclosed: Utility Bill Bank Statement Driving Licence

(1 required - copy or original) (This must be dated within the last 3 months)

In the presence of
Witness Signature: _____

Print Witness name: _____

DATE: _____

Witness address: _____

NOTE: This agreement must be signed in the presence of an independent adult witness (not a member of the Guarantors family). If anyone other than the Guarantor signs this Agreement or forges the Guarantors signature this is a criminal offence and will be reported to the police.