

TERMS AND CONDITIONS

THESE TENANCY AGREEMENT TERMS AND CONDITIONS, TOGETHER WITH THE BOOKING DETAILS ABOVE, SET OUT THE TERMS AND CONDITIONS OF THE TENANCY AGREEMENT UNDER WHICH WE RENT THE ROOM IN THE PROPERTY FOR THE LENGTH OF STAY (AS SET OUT IN THE BOOKING DETAILS) TO YOU

1 DEFINITIONS AND INTERPRETATION

1.1 In these Tenancy Terms and Conditions:

"Booking Details" means the Booking Details above setting out the details of the Room, the Property, Your Payments and the Length of Stay (among other things);

"Contents" means the furnishings, fixtures and fittings in the Room or Flat Common Areas as listed on the inventory to be provided to you on moving-in to the Room;

"Flat" means the flat referred to in the Booking Details, including its Contents, but excluding the Service Media in the Flat;

"Flat Common Areas" means the Flat, other than the Room and other rooms within the Flat (to be occupied exclusively by other tenants of the Flat);

"Landlord" means the Landlord as referred to in the Booking Details;

"Length of Stay" means the length of stay as specified in the Booking Details being the period from and including the Check In Date and ending on and including the Check Out Date as specified in the Booking Details;

"Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996);

"Payment Schedule" means the Payment Schedule Breakdown in the Booking Details setting out the amounts and the dates on which payments must be made;

"Property" means the Property identified in the Booking Details where the Room, Flat, Flat Common Areas and the Property Common Areas are situated;

"Property Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store (where applicable) and any other common areas in the Property provided for the benefit of all tenants;

"Regulations" means such regulations as we may make for the purpose of ensuring the safety, security, cleanliness and good management of the Property, any part of it, or the comfort or convenience of the tenants of rooms or flats in the Property, or the efficient or economical performance by us of our obligations under the Tenancy Agreement;

"Rent" means the amount stated as the Payment total in the Booking Details;

"Room" means the Room as referred to in the Booking Details including its Contents, but excluding the Service Media within the Room;

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Special Conditions" means the Special Conditions referred to in the Booking Details; and

"Tenancy Agreement" means the tenancy agreement constituted by the Booking Details together with these Tenancy Terms and Conditions.

1.2 Unless set out to the contrary in these Tenancy Terms and Conditions, all terms defined in the Booking Details shall have the same meanings given to them in these Tenancy Terms and Conditions.

1.3 The expression "Landlord" includes successors in title and any other person who at any particular time has the right to receive rent under the Tenancy Agreement.

1.4 When used in these Tenancy Terms and Conditions, the expressions "us" "we" and "our" shall be taken as references to the Landlord and the expressions "you" and "your" shall be taken as references to the Tenant.

1.5 Any obligation on us or you not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.

1.6 If any party to this Tenancy Agreement comprises two or more persons, all obligations and liabilities of that party are joint and several. This means that where, for example, the Tenant is more than one person, each person will be liable for all sums due under the Tenancy Agreement and not just liable for a proportionate part.

1.7 Headings used in these Tenancy Terms and Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

1.8 The Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement.

1.9 If when this Tenancy Agreement is signed you are under 18 years of age, the Tenancy Agreement will as a matter of law take effect as a licence to occupy until such date as you become 18.

1.10 A reference to written or writing includes e-mail.

2. THE LETTING

- 2.1 We let the Room to you for the Length of Stay subject to the Booking Details and these Tenancy Terms and Conditions.
- 2.2 You are granted the following rights for the benefit of the Room in common with us and all other tenants of the Property (including all other persons from time to time duly authorised by us).
- 2.2.1 the right to use the Property Common Areas and the Flat Common Areas, including the right to come and go to and from the Room over such of the Property Common Areas as are designed or designated to allow access; and
- 2.2.2 the right to use the shared facilities within the Flat Common Areas.
- 2.3 We reserve the right for ourselves and all those authorised by us to enter the Room and the Flat on reasonable written notice (except in an emergency, when no notice will be given) for any necessary purpose, including inspections, viewings with prospective tenants, repairs and alterations.
- 2.4 We also reserve for ourselves and all those authorised by us the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room and the Flat.
- 2.5 The following are conditions of this Tenancy Agreement:
- 2.5.1 you remaining a student in full time education throughout the Length of Stay;
- 2.5.2 that you are not in breach of any previous tenancy with us; and
- 2.5.3 you have no unspent criminal convictions.
- If you breach any of these conditions you will be in breach of the Tenancy Agreement, although such a breach will not allow you to terminate or avoid liability under the Tenancy Agreement. Similarly, if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity in entering into this Tenancy Agreement or in making any payment due under this Tenancy Agreement, you will be in breach of its terms.
- 2.6 If you breach this Tenancy Agreement, we reserve the right to (and you expressly consent that we may) inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.

3 OUR OBLIGATIONS

- 3.1 We agree with you that if you pay the Rent and all other payments included in the Payment Schedule and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Length of Stay without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions) and we will:
- 3.1.1 maintain and repair the structure of the Property including the window frames and window glass;
- 3.1.2 maintain, repair, decorate and provide adequate heating and lighting to the Property Common Areas and the Flat Common Areas; and to clean the Property Common Areas;
- 3.1.3 maintain all Service Media serving the Flat, the Property Common Areas and the Flat Common Areas;
- 3.1.4 provide a supply of hot and cold water, heating and electrical power to the Flat;
- 3.1.5 provide security facilities for the Property; and
- 3.1.6 provide and maintain such equipment as we think fit in the Property Common Areas and the Flat Common Areas.
- 3.2 We reserve the right at any time or times during the Length of Stay to move you to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the Room and/or the Flat and/or the Property or if we consider it necessary or desirable, to include to avoid difficulties between tenants or for the better management of the Property PROVIDED THAT:
- 3.2.1 you are given reasonable notice (except in emergency);
- 3.2.2 the alternative accommodation is of substantially no lesser standard than your Room/Flat; and
- 3.2.3 you will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement, including the Rent payable.
- 3.3 We will accept delivery of your parcels and mail in accordance with our Parcel Delivery Service Terms and Conditions (as published on the <https://www.unitestudents.com/post-and-parcel-terms> website), which you accept by entering into this Tenancy Agreement unless you let us know otherwise in accordance with clause 16. If you do not accept the Parcel Delivery Service Terms and Conditions we will not accept delivery of parcels and mail addressed to you.

4 YOUR OBLIGATIONS

- 4.1 You agree to:
- 4.1.1 accept the Room, Flat, Property Common Areas, Flat Common Areas and the Property as being in good and tenable repair and condition and fit for the purposes for which they are let and/or intended to be used from the Start Date unless you let us know in writing in accordance with clause 16 of any defects in the condition and repair within 48 hours of you moving into the Room (which means when you collect the keys for the Room);
- 4.1.2 accept that all the Contents are present in the Room and Flat unless you let us know in writing in accordance with clause 16 that items are missing from the inventory within 48 hours of moving into the Room;
- 4.1.3 provide us with a certificate of exemption for council tax within 6 weeks of registering with your university or college or 10 weeks of your Check In Date (whichever is the sooner). You are responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption;

- 4.1.4 comply with any Special Conditions; and
- 4.1.5 comply with any Regulations relating to your conduct in the Property which we may notify you of in writing from time to time, if there is any conflict between these Tenancy Terms and Conditions and those Regulations, these Tenancy Terms and Conditions will apply.
- 4.2 You agree to pay to us in full the Rent and all other payments on the dates set out in the Booking Details. You will not off-set any amounts against the Rent or any other amounts due. We are not required to send reminders about payment due dates.
- 4.3 If you are in debt to us or any other group company in the Unite Group PLC's group of companies, you agree that, any payments we receive from you will be allocated to the oldest debt first, which will include any sum that you still owe under any former tenancy agreement with us,.
- 4.4 Anybody who makes payments on your behalf towards Rent or other amounts due from you under this Tenancy Agreement does so as your agent, however in such circumstances you will remain liable for the payment of all sums under this Tenancy Agreement and all our rights and remedies against you remain fully preserved. Where applicable, funds will only be returned to you following the end of the Length of Stay, except for any deposit (if a deposit has been paid and is detailed in the Booking Details) which (if there is no claim to it under the Tenancy Terms and Conditions) will be refunded to the person who originally paid it (unless this is no longer possible and in which case payment will be made to you).
- 4.5 If payment of the Rent or any other amount due from you under this Tenancy Agreement is late, you agree to pay interest at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis.
- 4.6 You agree to pay us (or to whosoever we shall direct), an administration fee of £25 plus VAT for each letter we send you in respect of late payment of Rent or any other amount you owe under the terms of the Tenancy Agreement.
- 4.7 If payment of the Rent or any other money due from you under this Tenancy Agreement is late we reserve the right to:
 - 4.7.1 remove internet access whilst your account is in arrears;
 - 4.7.2 refer your account to a debt collection agency and charge you all reasonable costs and expenses (including legal costs) and any VAT incurred by us in order to recover outstanding Rent or other monies unpaid by you;
 - 4.7.3 enter the Flat Common Areas (with reasonable notice) to discuss arrears; and/or
 - 4.7.4 remove any promotional discounts relating to your Tenancy Agreement.

5 YOUR OBLIGATIONS TO MAINTAIN THE ROOM/FLAT

- 5.1 You agree that you will:
 - 5.1.1 maintain the Room, its Contents and, with the other tenants of the Flat, the Flat Common Areas in at least as good repair, condition and decorative order and level of cleanliness as they are in at the Check In Date (except for damage by accidental fire and water from the Service Media and fair wear and tear). The inventory we provide you on moving in to the Room shall be evidence of the Contents' existing condition, and any defect shall be noted on the inventory referred to in clause 4.1.2;
 - 5.1.2 not remove any of the Contents from the Room or Flat and notify us of any damage in the Room and/or the Contents and/or the Flat and/or the Property; and
 - 5.1.3 operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them and ensure that any electrical appliances which are not supplied by us comply with all relevant standards and regulations.
- 5.2 You also agree to pay us a fair and reasonable proportion, as determined by us, of any costs we incur in repairing any damage to the Room or the Flat or the Contents (including replacement items where this is necessary), and unless there is evidence to the contrary, these costs shall be apportioned as if:
 - 5.2.1 you caused the damage to the Room (or the Contents of the Room); and
 - 5.2.2 all the tenants of the Flat caused the damage to the Flat (or the shared facilities or Contents in the Flat Common Areas).

6 TENANT CONDUCT

- 6.1 You agree that you will occupy the Room/Flat for personal residential purposes only and that you will not:
 - 6.1.1 sublet the Room/Flat or share occupation of the Room/Flat; and
 - 6.1.2 carry out any profession, trade or business in the Room or the Flat.
- 6.2 You also agree that you will not use the Room, the Flat or the Property for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Property, or neighbours, or any other person. In particular, you will not:
 - 6.2.1 smoke in the Property (including E-cigarettes);
 - 6.2.2 cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Areas can be heard outside the Flat Common Areas;
 - 6.2.3 keep or use drugs or psychoactive substances, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971 or the Psychoactive Substances Act 2016);
 - 6.2.4 keep or use any firearms, knives (other than kitchen knives), or any other weapons;
 - 6.2.5 harass, threaten or assault any other tenants, their guests, our employees or any other person;
 - 6.2.6 tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently

activating such fire prevention systems) and to vacate the Property (and to ensure that any visitors you have also vacate the Property), immediately whenever the fire alarm is sounded. You should notify us in advance should you have any visitors to the Room or the Flat who may require assistance should it be necessary to evacuate the Property;

6.2.7 use designated fire escapes except for the purposes of emergency escape;

6.2.8 keep, store or use any gas or oil heater or other fuel burning appliance in the Property, including candles and any other flame lit device;

6.2.9 keep any animal, bird, insect or reptile; and

6.2.10 erect any external wireless or television aerial or satellite dish at the Property or hang clothes or fabrics out of the windows or doors of the Property.

6.3 You will also make sure that any guests/visitors you may have to the Property comply with the provisions of this Clause 6 and you agree that you will be responsible for the conduct of guests/ visitors.

6.4 You should note that tampering with fire prevention/life-saving equipment such as, but not restricted to, fire extinguishers, fire doors and smoke detectors, is a criminal offence (punishable by a fine and/or imprisonment) and it will be treated as a serious breach of the tenancy agreement.

7 TRANSFER OF TENANCY

7.1 You agree that you will not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining our written consent, which we will not unreasonably withhold. However, we may as a condition of the proposed transfer:

7.1.1 charge you an administration fee of £50;

7.1.2 require the incoming tenant to provide a guarantor of his/her own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and

7.1.3 require the incoming tenant to enter into an agreement with us which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.

7.2 If we agree with you to change rooms to another room owned and/or operated by a company within the Unite Group PLC's group of companies, you hereby agree to be bound by the terms of this Tenancy Agreement in respect of such room (until such time as you enter into a new tenancy agreement).

8 WHEN YOU LEAVE

8.1 You agree to:

8.1.1 return your key to the Room/Flat/Property to us at the end of the Tenancy Agreement no later than 10am on the date the Tenancy Agreement ends; and

8.1.2 pay all reasonable and proper costs and expenses (including legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations in the Tenancy Agreement.

9 YOUR DEPOSIT (if applicable)

The provisions of this clause 9 shall only apply if your Booking Details state that a Deposit is payable.

9.1 In this clause 9, "Deposit" means the deposit for the amount stated in the Booking Details and which will be used as security for the performance of your obligations as specified in the Tenancy Agreement.

9.2 You agree and acknowledged that the Deposit paid to us by you is paid to us as security for the performance of your obligations under the Tenancy Agreement.

9.3 At the end of the Length of Stay, you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Deposit. However, we reserve the right to give you notice of our intention to draw on the Deposit at any time in payment of any sums due from or spent on behalf of you under the Tenancy Agreement. Where applicable, the Deposit, or the relevant amount of the Deposit will be refunded to the person who originally paid it (unless this is no longer possible in which case payment will be made to you).

9.4 For the avoidance of doubt, any Deposit paid to any group company of The UNITE Group plc may be used towards any outstanding charge or debt on any other booking with us or any other company which is a Group Company of The UNITE Group plc for any Academic Year.

9.5 You will not off-set the Deposit against any payment of Rent or other sums due to us under the Tenancy Agreement.

9.6 We agree that the Deposit shall be protected by an approved tenancy deposit scheme provider in accordance with the rules of the Tenancy Deposit Protection Scheme. Confirmation that your Deposit has been protected will be sent to you within the required timescale.

10 ADVANCE RENT

The provisions of this clause 10 shall only apply if your Booking Details state that an Advance Rent is payable.

10.1 In this clause 10, "Advance Rent" means the sum stated in the booking details which will be a true advance payment of rent to cover your Rent payment obligations under this contract.

10.2 Payment of the Advance Rent is a pre-condition for the completion of this Tenancy Agreement. Any failure to pay the Advance Rent will entitle us to terminate this Tenancy Agreement without any penalty on our part and with immediate effect. We shall inform you should we exercise our right to terminate the Tenancy Agreement under this clause The Advance Rent constitutes a prepayment of your first rental instalment. Accordingly your first installment will constitute the sum detailed in your Booking Details, less the Advanced Rent paid.

11 AGREEMENTS AND DECLARATIONS

11.1 It is agreed between you and us that if at any point prior to the commencement of the Tenancy Period:

11.1.1 you are in debt to any group company of the Unite Group PLC or its associated joint ventures; or

11.1.2 you have been notified in writing by any group company of the Unite Group PLC or its associated joint ventures that you are not permitted to stay with Unite Students (whether such notice predates completion of this Tenancy Agreement or not); or

11.1.3 you are in breach of the usage guidelines in respect of our instant messaging service which facilitates tenants corresponding with flat mates prior to arrival (currently known as UChat); which usage guidelines are currently published on (1) the MyUnite app T&Cs and (2) the UChat community guidelines (both accessible at <https://www.unitestudents.com/app-terms>); or

11.1.4 you post material on social media platforms or elsewhere which we (acting reasonably) consider to be illegal, immoral, racist, posing a threat of violence or connected any act of terrorism (whether actual, fictional or proposed)

11.1.5 you cease to be a student in full time education;

we shall be entitled (but not obliged) to terminate this Tenancy Agreement without any penalty on our part and with immediate effect. We shall inform you should we exercise our right to terminate the Tenancy Agreement under this clause.

11.2 It is further agreed between you and us that from the start of the Tenancy Period if:

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

11.2.2 there has been a breach, non-performance or non-observance of your obligations under this Tenancy Agreement; or

11.2.3 you are in debt to any group company of the Unite Group PLC or its associated joint ventures arising from a previous tenancy agreement; or

11.2.4 you have been notified in writing by any group company of the Unite Group PLC or its associated joint ventures that you are not permitted to stay with Unite Students (whether such notice predates completion of this Tenancy Agreement or not); or

11.2.5 you are in breach of the usage guidelines in respect of our instant messaging service which facilitates tenants corresponding with flat mates prior to arrival (currently known as UChat) which usage guidelines are currently published on (1) the MyUnite app T&Cs and (2) the UChat community guidelines (both accessible at <https://www.unitestudents.com/app-terms>); or

11.2.6 you post material on social media platforms or elsewhere which we (acting reasonably) consider to be illegal, immoral, racist, posing a threat of violence or connected any act of terrorism (whether actual, fictional or proposed)

11.2.7 you cease to be a student in full time education; or

11.2.8 you engage in any criminal or anti-social behavior; or

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

then we may apply for a Court Order for repossession of the Room. If the Court Order is enforced, the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either you or we may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.

11.3 If the Room, Flat and/or Property are destroyed, or are otherwise damaged so as to make the Room and/or Flat incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

12 FAILURE TO CHECK IN

12.1 If you have not taken occupation of the Room within 14 days of your Check In Date (as stated in the Booking Details) without providing a written explanation which is satisfactory to us, we will treat such failure as an unconditional offer to surrender this Tenancy Agreement.

12.2 At such point we may remarket the Room and upon successful completion of a tenancy agreement with another individual we will be deemed to have accepted such offer to surrender on the contracted start date of a tenancy agreement with another individual which will be the "Surrender Date".

12.3 You will remain liable to pay any Rent, costs or expenses as due under this Tenancy Agreement until the Surrender Date and we reserve the right to pursue for any sums outstanding in respect of the same.

12.4 For the avoidance of doubt, nothing in this clause 12 shall create any obligation on us to re-market the Room and/or grant a new Tenancy Agreement to a third party or (save for in the circumstances set out in clause 12.2 where a new tenancy is entered into with another party) relieve you of any payment obligations you have under this Tenancy Agreement.

13 CANCELLATION POLICY

13.1 The rules governing the cancellation of your Tenancy Agreement are published at <https://www.unitestudents.com/cancellation-policy> and will apply in any attempts to cancel.

14 GUARANTEE

14.1 The Guarantor will make sure that you pay the Rent and perform and observe your obligations under the Tenancy Agreement. If you do not pay the Rent and/or perform and observe your obligations, the Guarantor will do so instead and the Guarantor is liable to reimburse us for any losses, damages, costs and expenses suffered by or incurred by us as a result. We are under no obligation to bring any claims against you before bringing any action against the Guarantor.

15 DATA PROTECTION

15.1 In order to administer your Tenancy Agreement we need to use your personal information and personal information relating to your Guarantor. To find out more about how we use and share your personal information please see our Privacy Policy, as published at <https://www.unitestudents.com/privacy-policy> or you can make a written request for a hard copy from our notice address as set out in clause 16. The Privacy Policy also provides information about your rights in relation to your personal information and how you can exercise them.

16 SEVERABILITY

16.1 If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

17 NOTICES

17.1 As required by Section 48 of the Landlord and Tenant Act 1987 you are hereby notified that you may serve notices (including notices in proceedings) on us by you at the following address (and addressed to the Landlord):

South Quay
Temple Back
Bristol
United Kingdom
BS1 6FL

17.2 The address for service of notices on you is the address for the Room as set in the Booking Details.

18 JURISDICTION

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