

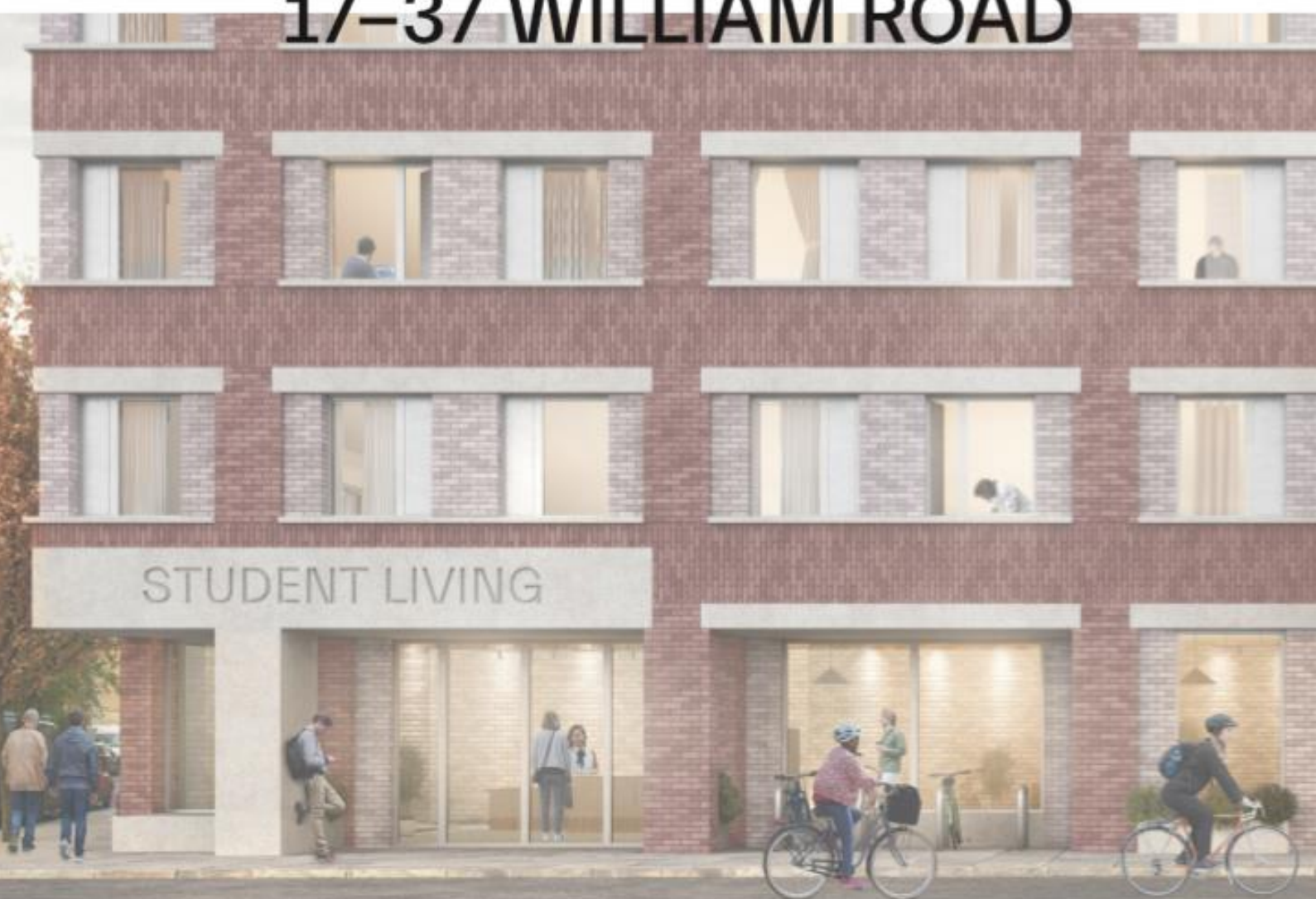
Student Housing Management Plan

November 2020

Storey Consulting



17-37 WILLIAM ROAD



1.0 Accommodation Manager

Homes for Students are the Accommodation Managers for the new student accommodation at Euston One, 17-37 William Road, Euston, London, NW1 3ER.

Details about Homes for Students can be found on their website

www.abouthomesforstudents.com

Homes for Students manage 25,000 beds nationwide under their Homes for Students brand across the whole of the UK including Aberdeen, Aberystwyth, Birmingham, Bolton, Bradford, Bristol, Cambridge, Canterbury, Coventry, Derby, Dublin, Durham, Edinburgh, Exeter, Glasgow, Gloucester, High Wycombe, Kingston Upon-Tames, Lancaster, Leamington Spa, Leeds, Leicester, Lincoln, Liverpool, London, Loughborough, Luton, Manchester, Newcastle, Newcastle Under-Lyme, Norwich, Nottingham, Oxford, Preston, Plymouth, Reading, Sheffield, St Andrews, Southampton, Stoke On-Trent, Warwick, Worcester and York.

Our marketing and booking website is www.wearehomesforstudents.com . We also manage multiple PRS schemes through our City Living brand www.wearecityliving.com

Homes for Students have a good support infrastructure with their main offices being in Harrogate and Liverpool but with regional support staff around the country.

With a significant impact on the student experience, Homes for Students stand out by the quality of delivery. Homes for Students operate all schemes under the Accreditation Network UK (ANUK) Code of Practice www.anuk.org.uk , which is a network of organisations that promote minimum standards in private residential student accommodation which will apply to Euston One.

Homes for Students are very much community and customer focused organisation.

2.0 Euston One

2.1 The Site

The student accommodation site is situated at 17-37 William Road, Euston, London, NW1 3ER.

2.2 The University

The property is Ideally located for University of London and is less than 1 mile from the main academic buildings which is less than a 15-minute walk. So, transportation will be a mix of walking, cycling and local public transport connections.

2.3 The Design

The proposed accommodation consists of 239 bed spaces. The accommodation is a mix of clusters & studios with a dedicated reception, management office and amenity facilities including a gym, residents lounge, games room and laundry.

There is also protected cycle store, located in the building with secure access control and CCTV.

The property is planned to be completed for handover on the following date:-

239 beds = September 2022

2.4 Accommodating DDA Students

The accommodation has been designed to accommodate disabled students and the lifts are Approved with a Document M compliant interior and there are dedicated accessible rooms provided and can be adapted for independent wheelchair users.

3.0 Site Management and Procedures

3.1 On Site Staffing

The site will be managed in the same way that all other Homes for Student's properties of this size. This is an operating structure that works successfully across the portfolio throughout the UK, which includes properties in residential areas or on campuses.

- A dedicated Property Manager who will lead the Management Team and be at the property from Monday to Friday during office hours and supported by customer services assistants, maintenance and cleaning staff. The team will all be trained to carry out the following additional activities: -
First Aid, Fire Warden and Mental Health Awareness.
- Designated student wardens outside of office hours will be resident at the premises and be able to deal with any emergencies. There will be a team of Wardens that will be interviewed by the Property Team. They will work on a shift basis and be the first point of contact for the residents on site outside of office hours. All of the Wardens will be trained by the Property Manager on how to deal with various situations and the escalation process of Security, Emergencies and interaction with the Helpdesk Service.
- A 24/7 Helpdesk will be available for both tenants and local residents. This will have access to the escalation processes throughout the company. The Helpdesk can coordinate the provision of Security patrols, emergency repairs and escalation to the Property team to attend site if required. This escalation process continues to the Regional Manager, Head of Operations, Operations Director and Ultimately the Managing Director.
- There will be mobile key holding and mobile security provided by a local security company, whom will have access to live pictures from the CCTV system. This process will deal with issues of lock outs, additional perimeter patrols if required and also as an escalation point if there are issues outside of office hours.

This will provide a robust 24/7 management for the site to ensure that the property is managed professionally from day one to manage the impact on the local community.

3.2 Noise and Anti-social Behaviour

We recognise that there are a number of residences near to the site, but the continual presence by the on-site team, security and a 24/7 Helpdesk will ensure that local residents always have a point of contact should there be any problems relating to noise or anti-social behaviour, car parking breaches etc. which means that any problems can be dealt with quickly.

The management of anti-social behaviour is taken very seriously within HFS and this is taken into consideration within the AST (Appendix 1) as there are clauses that state:-

4.28. Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).

4.29. Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11.00pm and 8.00am is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

4.30. Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.

4.31. Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building.

4.4. The Landlord shall be entitled to terminate the tenancy and apply to court for possession of the Accommodation if any of the Grounds numbered 2, 8, 10, 11, 12, 13, 14,15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. (The grounds can be seen in detail at www.legislation.gov.uk).

Therefore, the students could be faced with eviction from the property, which still being rent liable for persistent or serious anti-social behaviour.

3.3 Community and Liaison Groups

The on-site team will actively seek to engage with local tenants and residents associations and community organisations including regular meetings with local residents and groups to discuss and address any issues.

The amenity areas including common room can be subject to a curfew at night if necessary. This will be managed by the on-site team. Homes for Students have robust procedures in place to manage this and the terms of the license means that we can fine and if necessary expel repeat offender tenants or take criminal proceedings if appropriate. We operate a deposit and guarantor policy which provides further security relating to tenant behavior.

Homes for Students also actively engage with tenant representatives via regular consultations to listen to their concerns and suggestions and at the same time for us to provide feedback to the students on any incidents or underlying issues.

Our on-site team will also actively seek a working relationship with local tenants and residents associations and local community organisations. We would propose that at least annually to meet to address issues surrounding shared interests.

It is important that local residents and businesses have a clear point of contact with the site to raise any concerns or specific problems that the on-site management team can then quickly respond to. Full contact details of the Management Office, office opening times and out of office contacts will be circulated to all nearby residents and business occupiers by post prior to the property opening.

3.4 Car Parking

The premises does not have any dedicated parking facilities for motor vehicles. Therefore, Student's will not be permitted to bring cars to the site under the terms of the tenancy agreement. This will include a restriction to park within the local residences as set out in their tenancy agreements.

Students will be encouraged to use more sustainable means of transport, such as cycling, walking and local transport facilities.

The site is provided with secure Cycle parking provisions and will be actively promoted to the occupants.

A total of 223 cycle parking spaces are available at ground floor level, basement level and within the public realm, comprising:

- Student accommodation: 180 long-stay spaces and 8 short-stay spaces;
- Affordable workspace: 20 long-stay and 3 short-stay spaces; and
- Reprovision of 12 cycle spaces for existing residents.
- No car parking is proposed onsite or offsite.

Homes for Students will be proactive in monitoring the parking. Should any vehicles be parked inappropriately, or repeated complaints are received from local residents or business about a vehicle associated with a tenant, they will be treated as having a serious breach of the tenancy agreement which in turn will trigger the landlord into making an application to the court for possession of the accommodation.

A typical extract from a Homes for Students Agreement is set out below:

"4.31 To strictly adhere to the parking restrictions set out in this clause:

4.31.1 Other than the permitted cars, Not to bring and park any car or other motorised vehicle at or within the grounds of the Building during the Tenancy Period, even if that vehicle is normally kept away from the Building.

4.31.2 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building any motor car, motor cycle or other vehicle belonging to or used by the Tenant or by any of their friends, servants or visitors.

4.31.3 Students are permitted to hire motorised vehicles in London on an occasional and

temporary basis.

4.31.4 Car usage will be subject to regular monitoring. Breach of clauses 4.31.1, 4.31.2 and 4.31.3 will be a breach of planning conditions attached to the Building and will be treated as a serious breach of the tenancy agreement. This in turn will lead to the Landlord making an application to the court for possession of the Accommodation.”

3.5 Management

Whilst we aim to create a welcoming environment for all the residents, any anti-social behavior and car parking breaches will not be tolerated and any residents breaching the clear and strict rules and regulations outlined within their tenancy agreement could lose their accommodation.

This on site team will be supported by our off-site operational team (including local regional managers) relating to compliance and any serious tenancy enforcement issues.

3.6 Out of Hours Management

Homes for Students operate a 24/7 help desk which will link through to the local Property Manager and on-site team – these staff who will be available on a call out rota to attend out of hour calls e.g.: when there is a fire alarm or the heating fails etc.

Some rooms will be subsidised and provide accommodation for a resident wardens who will be responsible for assisting students who need advisory services and for monitoring student behavior.

The property will also have a Key Holding service and Security Patrols from a local contractor. This service will be called upon by the Student Wardens, Management and Helpdesk.

3.7 Security

There will be CCTV cameras covering the internal areas, the entrances to the property as well as around the exterior perimeter of the building to increase surveillance of residents in and around the property. These will be channeled back to a room at the rear of reception to allow monitoring of incidents and potential incidents 24/7.

The system will also be connected to a Monitoring Service where the cameras can be viewed live by SIA accredited security personnel. This will be called upon when an incident has been alerted by the Helpdesk, Security and Residents. This will allow real-time information to be viewed and the necessary action taken.

There will be an electronic access control system to prevent unauthorised access into the building, communal areas and the student's rooms.

3.8 Inspection

The rooms, and other communal areas will be inspected periodically, and a traffic light system used i.e. green, amber and red to control the cleanliness of areas like shared kitchens etc. In the instance of a red, we will bring in cleaners to carry out a deep clean and recharge the offending students from their deposits.

This will ensure that the accommodation conforms to hygienic regulations and minimises pest control issues.

During term breaks and when there is a break in occupation, the rooms will be inspected, repaired, and deep cleaned in readiness for the next student occupier.

3.9 Repairs

Homes for Students will have a Property Services Assistants (PSA's) on site who will carry out all the day to day repairs and testing of the fire alarm and emergency lighting systems. The PSA's will be backed up by specialist's subcontractors for gas, electrical testing, water treatment risk assessments, fire extinguisher and fire alarm maintenance etc.

There is a sinking fund in place to deal with major repairs which will be organised by Homes for Students. This will include internal and external decoration; re-carpeting; new furniture and roof, window and fabric works as the building gets older.

This will ensure that the building is maintained in a safe and good state of repair.

3.10 Health & Safety

Designated staff will have comprehensive first aid, fire management and incident management training. Homes for Student's procedure manuals incorporate local contact details for police and emergency services.

Homes for Students will operate the site to the following BSI accreditations including ISO9001: Quality Management; ISO14001: Environmental Management and OHSAS 18001: Health & Safety Management. Homes for Students take Health and Safety and Statutory Compliance very seriously with regular assessments and audits carried out relating to such items as:-

- Fire Risk Assessments
- Health & Safety Risk Assessments including COSHH, PAT testing and Gas Safety Certification
- Legionella (water) Risk Assessment
- Fixed Electrical Testing
- Emergency Lighting Testing

The property will be subject to regular statutory compliance reports.

All residents will attend a welcome event which covers the issue of a customised 'Resident's Handbook'; incorporating such things as fire safety; general health & safety rules; good neighbourliness; respect and to provide familiarisation with the amenities, building and neighbouring areas.

3.11 Minimum Operational Standards

Homes for Students will manage the accommodation in accordance with the standards of Unipol ANUK Code of Standards for Larger Developments for Student Accommodation. The Code sets out the main elements of good management practice. Its key features include:

- Health and Safety
- Maintenance and repairs
- The relationships between managers and the student tenants

It also aims to assist students in understanding both the standards and procedures which apply to their accommodation, as well as obligations to tenants.

3.12 Move-In Process

Move in will normally be a managed process over two weekends each academic year. To stagger arrivals, each student will be advised of a date and time to take up occupancy of their room. These are usually spaced out, over 20-minute intervals.

As the property is designed for all students from First year Undergraduates through to Postgraduates. HFS would expect that they will arrive on a phased basis over a longer time than 2 weeks as, many of the students will be International and travelling from overseas by air, coach or train etc. This will further lessen the impact on the surrounding public highway network.

During 'move in' days HFS will provide an increased management presence, and in order to minimise disruption, we provide a methodical approach to the appointment times that students can arrive and unload and send them a supporting information pack relating to nearby unloading positions and public transport routes.

If students and parents choose to ignore these timings the management company will reserve the right to refuse access.

Move-Out Process

As student term end dates differ depending on subjects studied, year of study and examination dates, experience at all other student accommodation has found that the move-out period tends to be significantly less intense, and more readily accommodated than the move-in period. Should this not be the case, the accommodation manager, can implement the inverse of the Move-In process procedures.

The student management move-in / move-out plan will be monitored and reviewed annually, and changes made if necessary.

3.13 Waste Strategy

There is a refuse store, on the ground floor with street access for collections. All tenants will have access to the store. And the bins provision will be set up with a mixture of recycling and landfill bins in accordance with the council strategy.

4.0 Tenancy Agreements

Applications will be processed with deposits required and guarantors in place as soon as the Tenancy Agreement is signed.

Each tenant will sign up to a Tenancy Agreement which bounds them to rules and codes of conduct during their stay at the residences. Where tenants breach the agreement, there will be escalating levels of enforcement which will include deductions from their deposits, written and final warnings and ultimately expulsions. The full details of a sample Tenancy agreement is shown in Appendix 1.

Appendix 1 – Sample AST

ASSURED SHORTHOLD TENANCY AGREEMENT **Academic year <SA:AcademicYear>**

When we receive your signed agreement and we countersign it, a legally binding contract is formed between you and the Landlord. Even if you do not sign, if you accept the keys for the Accommodation, you will occupy it on the terms set out in this agreement.

This tenancy agreement incorporates XXXXXXXX Cancellation of Student Tenancy Policy, which is available to view on request.

1. Definitions and interpretation

1.1. In this tenancy agreement the following words shall have the meanings given to them in this clause.

Guarantor

The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement

Landlord

XXXXXXX.

ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD OR LANDLORD'S AGENTS:

Agent

Homes for Students Ltd (company number 09840367), The Innovation Centre, Hornbeam House, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT.
Telephone: 0333 344 2829
Email: salesenquiries@wearehomesforstudents.com

All documents should be returned to:

Tenant

<SD:Forename> <SD:Surname>

Accommodation

<SA:FlatName>, <SA:RoomName>, <SA:AreaName>

Building

Euston One, 17-37 William Road, Euston, London, NW1 3ER , (or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time). The word "Building" includes the Accommodation as well as areas for shared use.

Common Parts

All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.

Contents

Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building).

Deposit

<SA:DepositAmount>

Fees

The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance

with this tenancy agreement.

Inventory

The inventory provided by the Landlord or Agent to the Tenant.

Rent

<SA:LicenceTotal> for the Tenancy Period (equivalent to <SA:WeeklyRent> per week). This sum includes charges for gas and electricity of £11.00 per week (any consumption over this allowance being charged to and payable by the Tenant) and charges for water supply.

Rent Dates

The rent is payable in <SA:NumberOfInstallments> instalments on:

<SA:InstallmentDueDate1>	<SA:InstallmentAmount1>
<SA:InstallmentDueDate2#RL>	<SA:InstallmentAmount2#RL>
<SA:InstallmentDueDate3#RL>	<SA:InstallmentAmount3#RL>
<SA:InstallmentDueDate4#RL>	<SA:InstallmentAmount4#RL>
<SA:InstallmentDueDate5#RL>	<SA:InstallmentAmount5#RL>
<SA:InstallmentDueDate6#RL>	<SA:InstallmentAmount6#RL>
<SA:InstallmentDueDate7#RL>	<SA:InstallmentAmount7#RL>
<SA:InstallmentDueDate8#RL>	<SA:InstallmentAmount8#RL>
<SA:InstallmentDueDate9#RL>	<SA:InstallmentAmount9#RL>
<SA:InstallmentDueDate10#RL>	<SA:InstallmentAmount10#RL>

Rights

- (a) to use the Common Parts outside Cluster Flats
- (b) if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat
- (c) to use the Contents allocated to the Accommodation, for their intended purpose
- (d) to have the Services provided

Use of the Common Parts and the Contents in them is shared with the other residents who are entitled to use them.

Services

- (a) maintenance (including external window cleaning) repair and insurance of the Building
- (b) cleaning and lighting of the main Common Parts (but not Common Parts inside Cluster Flats)
- (c) hot and cold running water supply to Studios and Cluster Flats
- (d) electricity and gas supply to Studios and Cluster Flats (subject to additional charges for high consumption, as set out in clause 4.9)
- (e) insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant
- (f) disposal of rubbish deposited in proper receptacles provided in the Building
- (g) security of the Building.

Studio

A self-contained studio apartment in the Building.

Tenancy Period

The period starting on at 12:00 hours on <SA:LicenceStart> and ending at 12:00 hours on <SA:LicenceEnd>.

1.2. Words indicating a male gender include females; words in the singular include the plural and vice versa.

1.3. Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. This can include email as long as it is sent to the addresses given in this tenancy agreement or subsequently. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email.

1.4. It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.

1.5. The word "including" means "including, but not limited to" and any list that follows the word "including" is not an exhaustive list.

1.6. The Landlord's rights in this tenancy agreement may be exercised by the Agent and the Landlord's

Obligations may be delegated to the Agent. Notices which should be given by the Landlord or to the Landlord will be properly given if they are given by the Agent or to the Agent. Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Agent consents. Both the Agent and the Landlord are entitled to claim compensation for losses sustained or expenses reasonably incurred as a result of the Tenant's breach of their obligations in this tenancy agreement.

2. Guarantor

2.1. The Tenant will within 5 working days of submitting their signed tenancy agreement to the Agent procure that the Guarantor provides a signed guarantee in the Landlord's standard form.

2.2. The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.

2.3. The Landlord is entitled to insist on a replacement guarantor if the Guarantor is at any time neither in full-time employment nor a home-owner.

2.4. If the Tenant does not provide the signed guarantee within 5 working days of submitting their signed tenancy agreement the Agent may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, this tenancy agreement will end when that person provides their Guarantor. Until the Accommodation is booked and guaranteed by someone else, the Tenant will remain liable for the Rent and Fees due under this tenancy agreement.

3. Agreement to Grant and to Take a Tenancy

3.1. The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation. This tenancy agreement incorporates all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Agent's website.

3.2. Where a person has been provided with a copy of this tenancy agreement but does not sign it and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.

4. Tenant's Obligations

4.1. To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the booking process. The first payment of Rent is due before the Tenant collects the keys to the Accommodation.

4.2. To pay at the time of making the transaction a Fee of 1.5% in addition to any amount paid by credit card or overseas debit card (but not UK debit card). For example, if making a payment of £100, the amount due will be £101.50.

4.3. To pay any other Fees which are due within 14 days of the Landlord's invoice. To pay a late payment charge of £25.00 on Rent, Fees or any other sum payable under this tenancy agreement if more than 14 days overdue.

4.4. To pay interest at 1% above the base lending rate of National Westminster Bank plc on Rent, Fees or any other sum payable under this tenancy agreement if it is more than 14 days overdue. The Tenant hereby authorises their institution of study to disclose to the Landlord or the Agent, on request, the Tenant's forwarding address if the Landlord or Agent shows the institution that the address is reasonably necessary to enable them to recover unpaid Rent or Fees.

4.5. To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this tenancy agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary all reasonable legal costs, judgment enforcement costs and debt collection costs)

4.6. Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT:

4.6.1. the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor; and

4.6.2. damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.

4.6.3. Unless it is the local authority's policy not to issue them, to hold a current Council Tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request; and

4.6.4. To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building or a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.6.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

4.7. To pay to the supplier all charges for telephone, telecommunications and satellite or cable television services, to the Accommodation, including calls, line rental, connection and disconnection. Where the Accommodation is in a Cluster Flat, to pay the supplier, jointly with other occupiers of the Cluster Flat who use them, all charges for such services to the Common Parts in the Cluster Flat. If a television license is required for the Accommodation, to obtain and pay for the license.

4.8. To pay to the Landlord within 14 days of demand the proper and reasonable charges for all electricity and gas used at the Accommodation in excess of the average consumption allowance of £11.00 per week included in the Rent.

4.9. To keep the Accommodation and Contents in a clean and tidy condition. Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. Not to do anything which makes the Common Parts dirty or untidy or which damages them. The Landlord may carry out inspections to ensure compliance with this clause, but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late payments.

4.10. Not to affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to the exterior or any part of the Building.

4.11. To check the Inventory and report any discrepancy to the Agent within 3 working days of the Tenant starting to occupy the Accommodation.

4.11.1. Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

4.11.2. To use the Contents carefully and not damage them;

4.11.3. To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear, or recovered on the Landlord's insurance). Charges for replacing Contents are set out on the Inventory; charges for repair will be the proper and reasonable costs of repair which the Landlord incurs as a result of the damage; and

4.11.4. To leave the Contents in their approximate original positions at the end of the Tenancy Period.

4.11.5. Not to remove anything which is attached to any part of the Building;

4.11.6. Not in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents;

4.12. Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.

4.13. Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with other occupiers of the Cluster Flat.

4.14. Promptly to report to the Agent any failure of the Services and any damage to the Contents, or the Building, or any part of it.

4.15. Not to bring any large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.

4.16. Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk.

4.17. Not to possess or use in or near the Building weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items that are being used as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.

4.18. In this clause and clause 4.35 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:

4.18.1. Not to make any duplicate keys or change any locks at the Building.

4.18.2. If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 8.1. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;

4.18.3. If at the end of the tenancy the Tenant does not return all keys to the Landlord, the Landlord may change the locks and charge the Tenant the proper and reasonable cost of doing so.

4.19. Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.

4.20. Not to allow more than one visitor to stay in the Accommodation overnight and not to have more than 3 visitors in the Accommodation at any one time. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 2 nights in the same week.

4.21. To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.

4.22. Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably).

4.23. Except for visitors permitted by clause 4.23:

4.23.1. Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;

4.23.2. Where the Accommodation is a Studio, to use the Accommodation as a private residence only.

4.24. Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.

4.25. Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).

4.26. Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11.00pm and 8.00am is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

4.27. Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring

property.

4.28. Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building.

4.28.1. Not park any car or other motorised vehicle at/within “the grounds of the Building nor have daily usage or ownership of a private motor vehicle in London during the Tenancy Period, even if that vehicle is normally kept away from the Building. This includes vehicles for visitors.

The above clause does not extend to the two ‘club car’ spaces which are permitted for resident hire only.

4.28.2. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building any motor car, motor cycle or other vehicle belonging to or used by the Tenant or by any of their friends or visitors.

4.28.3. The Student is permitted to hire or borrow motorised vehicles in London on an occasional and temporary basis. Hired or borrowed vehicles must not be parked within a 1 mile radius of the Building.

Car usage will be subject to regular monitoring. Breach of clauses 4.31.1, 4.31.2 or 4.31.3 will be a breach of planning conditions attached to the Building and will be treated as a serious breach of the tenancy agreement. This in turn may lead to the Landlord making an application to the court for possession of the Accommodation.

4.29. Not to possess, use, supply or deal in stolen goods, controlled drugs or “legal highs”. Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.

4.30. Not to smoke (including using “e-cigarettes” or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).

4.31. To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours’ notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement.

4.32. At the end of the Tenancy Period:

4.32.1. To clean the Accommodation;

4.32.2. To leave the Accommodation, cleared of all the Tenant’s possessions and any rubbish;

4.32.3. To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;

4.32.4. To hand back the Accommodation to the Landlord in a good re-lettable condition;

4.32.5. To return to the Landlord all keys by 12 noon on the last day of the tenancy;

4.32.6. If the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory, in their original positions, and leave them in good re-lettable condition.

4.33. Not to light candles, joss-sticks, Shisha pipes or any portable gas or oil burning fires in any part of the Building.

4.34. To notify the Landlord promptly if a pest infestation is found in the Accommodation or in any of the Common Parts and to pay (within 14 days of the Landlord’s invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor, and replacement or repair of any furnishings damaged or contaminated by the infestation.

4.35. Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.

5. Landlord's obligations

5.1. To provide the Services (subject to the Tenant paying any Fees payable for them).

5.2. Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

5.3. If the Agent or Landlord holds the Deposit, to return the Deposit (or balance after making any proper deductions) to the Tenant promptly after the termination of the tenancy and to account for any deductions which are made. Where the Tenant requests the Landlord to send the Deposit (or balance of it) to an overseas bank account the Landlord shall be entitled to deduct the sum of £20 from the Deposit to cover the cost of the banking fee and transfer fee incurred by the Landlord. If any of the Deposit is due to be returned at the end of the tenancy, the Landlord will pay the refund to the Tenant, irrespective of who paid the Deposit to the Landlord at the start of the tenancy. (If the Deposit is held by one of the authorised deposit protection schemes, the Deposit will be returned according to the rules of the relevant scheme).

6. Other conditions

6.1. Subject to the rules of the authorised tenancy deposit protection scheme, the Landlord shall be entitled to use the Deposit (or a proper proportion of it) or invoice the Tenant for:

6.1.1. Any damage, or compensation for damage, to the Accommodation and a share of any damage or compensation for damage to the Common Parts and their respective Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, damage by insured risks and repairs that are the responsibility of the Landlord.

6.1.2. The reasonable costs incurred in compensating the Landlord and/or the Agent for, or for rectifying or remedying, any major breach by the Tenant of the Tenant's obligations in this tenancy agreement, including those relating to the cleaning of the Accommodation and the Common Parts and their respective Contents.

6.1.3. Any unpaid accounts for utilities or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.

6.1.4. Any Rent, Fees or other money due or payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

6.1.5. Any loss arising as a result of any breach by the Tenant of their obligations in this tenancy agreement (including any non-payment of any sum which the Tenant should have paid and the Landlord's and Agent's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers)

6.2. The Tenant and the Guarantor hereby authorise the Landlord and the Agent to use their personal data for all lawful purposes in connection with this tenancy agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's or other people's property). The Landlord may share information about the Tenant with the Tenant's educational institution and/or with the Guarantor where it is reasonable and appropriate to do so. Sharing of information will usually only occur where there is a cause for concern regarding student care, welfare or behaviour or material breaches of the Tenant's obligations in this tenancy agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy and authorises the Tenant's educational institution to provide the Landlord with the Tenant's home and/or forwarding address. If the Tenant has not complied with their obligations in this tenancy agreement the Landlord may refuse to give a reference, or may give an adverse reference as long as it is factually correct.

6.3. The Landlord's and the Agent's liability for loss or damage to person or property is excluded unless the loss or damage is caused by (respectively) the Landlord's or the Agent's negligence, breach of statutory duty or breach of obligation in this tenancy agreement (which includes the acts or omissions of (respectively) the Landlord's or the Agent's employees and agents).

6.4. The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and

until the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant (or their visitor) caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.

6.5. The Landlord may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the residents using them (provided that this does not create any health risk).

6.6. Items belonging to students:

6.6.1. The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant).

6.6.2. The Landlord will not be an involuntary bailee. This means that the Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period. The Landlord shall have no responsibility to take care of any item the Tenant leaves at the Building when the tenancy ends or return it to the Tenant.

6.7. The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that the Agreement confers any benefit to anyone who is not a party to it other than the Agent.

7. Termination of this tenancy agreement by the Landlord

7.1. The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Agent within 3 working days of becoming aware that s/he will not be able to start or continue his/her course.

7.2. The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant has not by then paid the Deposit or provided the Guarantor.

7.3. Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up residence within 3 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.

7.4. The Landlord shall be entitled to terminate the tenancy and apply to court for possession of the Accommodation if any of the Grounds numbered 2, 8, 10, 11, 12, 13, 14,15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. (The grounds can be seen in detail at www.legislation.gov.uk).

7.5. If the Tenant wishes to cancel this tenancy agreement once the tenancy has started, the Tenant will be liable for the Rent and instalment charge (if applicable) for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment. If a replacement tenant is found, the Tenant will be liable for the Landlord's administration Fee of £50.00 for dealing with the changeover. This fee is payable at the time of the changeover or by agreed deduction from the Deposit. On payment of the administration Fee and commencement of the new tenancy, the Landlord will release the Tenant from this tenancy agreement.

7.6. The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but, unless the relocation is at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement, the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5) as an alternative to relocating.

7.7. If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:

7.7.1. the Landlord shall be entitled to charge the Tenant a £50 administration Fee for dealing with the transfer;

7.7.2. the Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same

day take a tenancy of the new accommodation for the remainder of the Tenancy Period;

7.7.3. the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties);

7.7.4. the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.

7.8. If the Accommodation is not immediately available for occupation at the start of the Tenancy Period the Landlord may provide either:

7.8.1. temporary alternative accommodation (if the problem is likely to be resolved in the short term); or

7.8.2. permanent alternative accommodation (if the problem is unlikely to be resolved in the first 4 weeks of the Tenancy Period).

7.9. Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of 4 weeks without alteration to the Rent. If the Accommodation is still not available for occupation 4 weeks after the start of the Tenancy Period, the Landlord will either:

7.9.1. offer the Tenant permanent alternative accommodation; or

7.9.2. continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5), if they do not wish to continue living in temporary alternative accommodation.

7.10. Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than 1 Km further from their place of study than the Accommodation.

7.11. If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite reasonable endeavors) is not able to provide alternative accommodation, the Tenant is entitled to a refund of all pre-payments s/he has made to the Landlord and shall have no further liability under this tenancy agreement.

8. Termination of this tenancy agreement by the Tenant

8.1. The Tenant may terminate this tenancy agreement only in accordance with the Landlord or Agent's Cancellation Policy which is fully incorporated into this tenancy agreement and available upon request.

Signed by the Tenant, must be over the age of 18:

(Tenant please also print name clearly)

Sign:

Print:

Date:

Signed by the Agent on behalf of the Landlord:

Sign:

Print:

Occupation:

Date: