

Agent	<p>Derwent Housing Association Limited (Trading as Derwent Living) of No.1 Centro Place, Pride Park, Derby, DE24 8RF registered with the Housing Corporation under Section 3 of the Housing Act 1996 and with number L 0715 and until further notice this shall be the Landlord's address for all communications (including the service of legal proceedings) in connection with this Tenancy Agreement</p> <p>Fax: 01332 295025</p> <p>E-mail: info@derwentliving.com</p>
Tenant	The person who has accepted the Landlord's offer of a tenancy of the Accommodation
Accommodation	The room that was the subject of the successful application made by the Tenant as specified in the Agent's offer of accommodation and confirmation of Tenancy Agreement (or such other Accommodation owned by the Landlord as the Tenant may occupy)
Accommodation Contents	the fixtures fittings and equipment listed on the Inventory as being provided in the Accommodation
Building	the student housing development as selected by and offered to the Tenant in the booking process and which includes the Accommodation and the Cluster Flat
Building Common Parts	all structural elements and the exterior of the Building (including the structure and exterior of the Cluster Flats) all conducting media serving the Building and any other parts of the Building which are not in a Cluster Flat, including any cycle and bin stores, communal gardens or landscaped areas, parking areas and those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation
Building Contents	the contents listed on the Inventory as being provided by the Landlord at the Building and which are not within a Cluster Flat

Cluster Flat	<p>where the Accommodation is situate within a flat: a flat within the Building comprising bedrooms and the kitchen, bathroom, living and access ways within the flat for the shared use by the occupiers of the bedrooms.</p> <p>where the Accommodation is situate within a house: a dwelling within or comprising the Building comprising bedrooms and the kitchen, bathroom, living and access ways within the dwelling for the shared use by the occupiers of the bedrooms.</p> <p>“The Cluster Flat” is the Cluster Flat where the Accommodation is situated</p>
Cluster Common Parts	all areas in a Cluster Flat which are not in a bedroom, including the entrance door to the Cluster Flat
Cluster Contents	the contents listed on the Inventory as being provided by the Landlord in Cluster Common Parts
Common Parts	The Cluster Common Parts and the Building Common Parts
Contents	The Accommodation Contents, Cluster Contents and Building Contents or any of them as the context requires
Deposit	£250.00
Fees	the fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with (i) these terms and conditions and (ii) the Tenant’s application for the Accommodation
Inventory	the inventory provided by the Agent to the Tenant
Rent	the sum identified in the booking process as being the rent payable for the Accommodation (and set out in the Landlord’s offer) payable in advance by three instalments on or before the Rent Dates and this

sum includes charges for gas and electricity and charges for water supply.

Rent Dates	The dates upon which the instalments of Rent are payable as identified in the booking process and confirmed by the Agent's email to the Tenant when the Tenancy Agreement is confirmed
Rights	(a) to use the Building Common Parts and the Cluster Common Parts, sharing them with other residents (b) to use the Building Contents and the Cluster Contents allocated to the Accommodation, for their intended purpose and sharing them with other residents (c) to have the Services provided
Scheme Administrator	An organisation appointed to operate an approved tenancy deposit protection scheme pursuant to the Housing Act 2004
Services	(a) maintenance (including external window cleaning), repair and insurance of the Building (b) cleaning and lighting of the Building Common Parts (c) hot and cold running water supply to the Cluster Flat and the Accommodation (d) electricity and gas supply to the Cluster Flat and the Accommodation (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) (g) disposal of rubbish deposited in proper receptacles provided in the [Accommodation][, the Cluster Flat and][the Building] (h) security of the Building
Tenancy Agreement	means the agreement for the occupation of the Accommodation made or to be made between the Landlord and Tenant via the media of the internet and email, of which these Terms and Conditions form part

Tenancy Period the period of weeks selected by the Tenant in the booking process and confirmed in the Landlord's offer of a tenancy of the Accommodation

1.2 Words indicating a male gender include females

1.3 Where these Terms and Conditions require notice or consent, that notice or consent must be in writing but this can include fax or email as long as it is sent to the numbers or addresses given in these Terms and Conditions or subsequently

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 Landlord's rights in the 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.

2 Guarantee

2.1 The Tenant will, as a pre-condition of the Tenancy Agreement, procure that a person who is either in full-time employment or a home-owner will guarantee the performance of the Tenant's obligations in the Tenancy Agreement

2.2 The guarantee will be in the Landlord's standard form, and can be viewed on the Derwent Living website (guarantee agreement)

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

3 Agreement to Grant a Tenancy

3.1 By confirming satisfactory completion of the on-line booking process (in the Agent's e-mail to the Tenant) the Landlord agrees to grant a tenancy of the Accommodation, together with the Rights, for the Tenancy Period on these terms and conditions and on the terms and

conditions set out in the Agent's e-mail offering the Accommodation to the Tenant. The tenancy reserves the Rent to the Landlord, as well as the access rights in these terms and conditions. Once the Agent has sent the e-mail confirming completion of the on-line booking process, the Tenant agrees to take the tenancy, subject to any cancellation rights the Tenant may have.

- 3.2 Where a person does not complete the on-line booking process but subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy of the Accommodation by the act of moving in, and that tenancy shall be subject to these terms and conditions

4 Tenant's Obligations

- 4.1 To pay the Rent in the specified instalments on or before the Rent Dates by direct debit or by secure electronic payment via the means offered at the website www.webpagemarketing.co.uk (or such other payment method as the Landlord or Agent may have previously agreed in writing) to the bank account specified by the Landlord PROVIDED THAT if the Tenant pays all the Rent in one advance payment before 31st October 2009 or the Landlord shall reduce the Rent payable for the Tenancy Period by £150
- 4.2 To pay any Fees which are due within 14 days of the Landlord's invoice
- 4.3 To pay interest at 1% above the base lending rate of National Westminster Bank plc on Rent, Fees or any other sum payable under the Tenancy Agreement if it is more than 14 days overdue. In the event of non payment the Tenant gives the Landlord permission to allow the landlord access to your University records for your forwarding address.
- 4.3 To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in the Tenancy Agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them
- 4.5 Where damage or loss occurs within the Building or the 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 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

- 4.6 4.6.1 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
- 4.6.2 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 the 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 and other telecommunications services to the Accommodation (including calls, line rental, connection and disconnection) unless included in the rent
- 4.8 To pay to the supplier all charges for satellite or cable television services supplied to the Accommodation (including line and equipment rental, programme supply, connection and disconnection) unless included in the rent
- 4.9 No allowance will be made to one occupier who believes they have used less energy than another, because the Accommodation is not separately metered.
- 4.10 To keep the Accommodation and (jointly with other occupiers) the Cluster Common Parts and their Contents in a clean and tidy condition and not to do anything which makes the Building Common Parts or the Building Contents dirty or untidy
- 4.11 Not to affix anything (including (but this is not an exhaustive list) aerials, cables or satellite dishes) to the exterior of the Building
- 4.12 To check the Inventory and report any discrepancy to the Agent within 7 days of the Tenant starting to occupy the Accommodation. **WARNING** If there is any damage to the Accommodation or the Cluster Flat or the Contents at the end of the tenancy the Tenant may find it difficult to prove that s/he was not responsible, if s/he failed to report the problem at the start of the tenancy. If any dispute about damage is referred to the Scheme Administrator for adjudication, the adjudicator is entitled to presume that a Tenant who did

not report a discrepancy on the Inventory did not find a discrepancy at the start of the tenancy

4.13 4.13.1 Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

4.13.2 to use the Contents carefully and not damage them;

4.13.3 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

4.13.4 to leave the Contents in their original positions at the end of the Tenancy Period

4.14 4.14.1 Not to remove anything which is attached to any part of the Building

4.14.2 Not to fix anything to any part of the Building

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

and to reimburse to the Landlord the proper and reasonable cost of making good or reinstating any removal, attachment, alteration or damage (unless it caused by fair wear and tear or recovered on the Landlord's insurance)

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

4.16 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 and (jointly with other occupiers) the Cluster Flat

4.17 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

- 4.18 Not to bring any non-portable electrical appliance with a high wattage (above 200w including (but this is not an exhaustive list) portable heater, fridge, freezer, washing machine or dishwasher into the Accommodation, Shared Areas or the Building and not to bring any additional furniture into the Building without the Landlord's consent (which will not be withheld unreasonably)
- 4.19 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. Weapons, replica weapons or everyday items being used as weapons will always be treated as being unsafe in a student residence and their possession or use in the building will be treated as a serious breach of this tenancy agreement
- 4.20 Not to make any duplicate keys or change the locks to the Accommodation and at the end of the Tenancy Period to hand back the Accommodation to the Landlord in a good re-lettable condition, together with all keys and access devices
- 4.21 Not to allow anyone else to live at the Accommodation (where "live" means they are in occupation for more than 3 consecutive nights) whether with the Tenant or instead of the Tenant and not to transfer the tenancy or create a sub-tenancy
- 4.22 Not to allow more than one visitor to stay in the Accommodation overnight and not to have an overnight visitor on more than 3 consecutive nights or more than 3 nights in the same week (Sunday to Saturday)
- 4.23 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which they cause at the Building
- 4.24 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably). If the Landlord consents to the Accommodation being left unoccupied this alone will not terminate the tenancy
- 4.25 To use the Accommodation only as a study bedroom for single residential occupancy (except for any visitor permitted by clause 4.22)

- 4.26 Not to place any posters or notices (other than temporary notices of a domestic nature, such as "Back in 10 minutes") so as to be visible from outside the Accommodation
- 4.27 Not to bring any animal into the Building unless it is an aid for a person who has a disability
- 4.28 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others
- 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
- 4.30 Promptly to send to the Agent a copy of any communication the Tenant receives which is likely to affect the Landlord, the Accommodation or the Building
- 4.32 Not to park any vehicle on any part of the Building other than in the designated parking area(s), if any. Where the Building has a parking area, not to park any vehicle other than a private car, small van, motor cycle or bicycle in that area and not to use the parking area for any other purpose but parking. Vehicle cleaning and maintenance are not permitted in the parking area
- 4.33 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property
- 4.34 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
- 4.35 To comply with all applicable legislation to avoid the Tenant's actions or negligence having an adverse effect on the Landlord or Agent or on the owners or occupiers of nearby property. For the purposes of this clause, possession, use, supply or dealing in any of the following will always be treated as a serious breach of the Tenancy Agreement if it happens in the Building or the surrounding area:
- 4.35.1 controlled drugs;
- 4.35.2 substances which it is lawful to possess, with intent to induce a hallucinogenic, narcotic or artificially exalted state if that causes a nuisance to neighbours or other

occupiers of the Building or damage to the Building or other people's property (and breach of this clause will be considered a serious breach of these terms and conditions)

4.35.3 stolen goods

4.35.4 Not to smoke in any part of the Building (in order to protect the health, safety and welfare of other people who live and work there). Smoking in the Shared Areas, Bedrooms or Common Parts within a building at the Scheme is also a criminal offence and will be treated as a **serious breach** of this Agreement.

4.36 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation and 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 these terms and conditions. If the Landlord notifies the Tenant that access to the Accommodation is needed, and a time and date for access is agreed, the Landlord shall be entitled to enter the Accommodation at the agreed time whether or not the Tenant is present, but only for the purposes of exercising the Landlord's rights and/or carrying out the Landlord's obligations. The Landlord does not need to give the Tenant notice before entering the Cluster Common Parts, but will usually try to do so.

4.37 At the end of the Tenancy Period:

4.37.1 to clean the Accommodation and (jointly with other occupiers) the Cluster Common Parts

4.37.2 to leave the Accommodation and the Cluster Flat and clear them both of all the Tenant's possessions and any rubbish

4.37.3 to make sure all Accommodation Contents and (jointly with other occupiers) Cluster Contents are in the condition as described in the Inventory and left in their original positions

- 4.37.4 to return to the Landlord all keys and access devices to the Accommodation, the Cluster Flat and the Building
- 4.38 To comply with any reasonable request by the Landlord not to invite to the Accommodation or any part of the Building any person whom the Landlord reasonably suspects of being a convicted criminal or of having committed any crime or act of nuisance which the Landlord reasonably considers would be detrimental to management of the Building or the interests of its occupiers
- 4.39 Not to use any chip pans, deep fat fryers or similar cooking equipment using a deep heated container holding oil more than 1cm deep within any part of the Building.
- 4.40 Not to light candles, joss-sticks or any portable gas or oil burning fires in any part of the Building
- 4.41 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus in the building, which includes the study bedroom, kitchen, lounge area, hallway or any other communal circulation areas such as stairwells, lifts, common rooms and offices.

5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees payable for them)
- 5.2 Except in the case of an emergency or for reported repairs or where the Landlord has reasonable cause for concern about the Tenant's welfare or to investigate a suspected or persistent a serious breach of the Tenant's obligations to give the Tenant at least 24 hours notice prior to entering the Accommodation
- 5.3 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary
- 5.4 Not to disclose personal information obtained from the Tenant or the Guarantor except as permitted by clause 6.2 of these terms and conditions

5.5 To use the Deposit only in accordance with an Approved Tenancy Deposit Scheme. 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 banking fee and transfer fee incurred by the Landlord

6 Other conditions

6.1 Subject to any requirements of the Tenancy Deposit Scheme the Landlord shall be entitled to use the Deposit (or a proper proportion of it) to pay for any loss arising as a result of any breach by the Tenant of these terms and conditions (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 to use their personal data for all lawful purposes in connection with the 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)

6.3 The Landlord's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the Landlord's negligence or breach of obligation in the Tenancy Agreement (which includes the acts or omissions of the Landlord's employees and agents)

6.4 The Landlord is not liable to repair any damage caused by the Tenant unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or 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 caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.

6.4.1 The deposit may be used for the following purpose; the repair of any damage or compensation for damage or for missing items 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 commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord

- 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 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 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 is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period and shall not accept any implied appointment as bailee in respect of any item that might be left at the Building and shall not be obliged to return any such item to the Tenant, although if an item is of obvious value the Landlord will deal with it in accordance with clauses 6.6.3 to 6.6.6
- 6.6.3 The Landlord will use reasonable attempts to contact the Tenant if any item of obvious value is left at the Accommodation but if the Landlord (despite reasonable efforts) is not able to contact the Tenant, or if the Tenant does not collect the item from the Landlord, or give the Landlord directions as to where to send it, within a reasonable time of the Landlord making contact, then the Landlord shall be entitled to sell the item for the best price reasonably obtainable
- 6.6.4 If the Tenant requests the Landlord to forward an item, the Landlord may require the Tenant to pay the costs of postage or shipment (where the costs exceed £2.50) before agreeing to send the item. Provided the Landlord has addressed the item as requested by the Tenant, and obtained a certificate of posting, the Landlord shall not be liable to the Tenant if the Tenant does not then receive the item. Items will not be sent recorded, insured or special delivery unless the Tenant requests it and pays the shipper's costs in advance of despatch.

6.6.5 If the Landlord is entitled to sell an item under this clause, 6.6 the Landlord may use a proper and reasonable amount from the proceeds of sale in or towards payment of any debt which the Tenant owes to the Landlord and will also be entitled to deduct the proper and reasonable costs of effecting the sale and forwarding the proceeds, but will otherwise promptly return the proceeds (or the balance of them) to the Tenant.

6.6.6 If it is not possible (despite reasonable efforts) for the Landlord to contact the Tenant, or if after making initial contact it is then not possible for the Landlord to return any proceeds of sale to the Tenant's last known address or card account, then the Landlord shall be entitled once 6 months have expired after the end of the Tenancy Period to use the proceeds to pay for new Contents for the Building. This clause does not affect the Tenant's right to the proceeds of sale, if the Tenant claims them subsequently, but the Tenant shall not be entitled to demand a return of any item which the Landlord has sold as permitted by this clause.

6.7 Right to carry out building works on adjoining land

6.7.1 The Landlord reserves full rights at any time during the Tenancy Period to carry out building works on and to alter or rebuild any buildings already erected on any adjoining or neighbouring property and to use such adjoining or neighbouring property or any present or future buildings in such a way as the Landlord thinks fit

6.7.2 Whilst the Landlord will use all reasonable endeavours to minimise inconvenience to the Tenant, and where possible give advance notice of any works, the rights in clause 6.7.1 shall apply even though access of light and air to the Building may be affected or the amenity of or access to the Accommodation or Building may be temporarily obstructed altered or interfered with and / or some noise, vibration or dust may be experienced during any programme of works

6.8 The tenancy of the Accommodation shall be an Assured Shorthold Tenancy as defined in the Housing Act 1988

6.9 The Guarantor's obligations can only be brought to an end as stated in the guarantee agreement and not by any early termination of the tenancy or the Tenancy Agreement

6.10 The Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it

6.11 The Tenancy Agreement contains all the terms agreed to by the parties at the time it comes into effect and any variation to the terms will only be effective if agreed between the Tenant and the Landlord. The Landlord will confirm any agreed variation to the Tenant in writing at the time the variation is made

7 Termination of the Tenancy Agreement

7.1 The Landlord may terminate the Tenancy Agreement at any time before the first day of the Tenancy Period if the Tenant does not achieve the examination results required to start or continue their course of study at their chosen university or college. The Tenant has an obligation to notify the Agent promptly as soon as s/he becomes aware that s/he will not be able to start or continue his/her course. Failure to notify the Agent in good time reduces the possibility of finding a replacement occupier, and may make the Tenant liable to continue paying Rent, even though, as a non-student, s/he is not eligible to occupy the Accommodation

7.2 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate the Tenancy Agreement without notice to the Tenant if the Tenant has not taken possession of the Accommodation 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

7.3 The Landlord shall be entitled to terminate the Tenancy Agreement at any time before the Tenant takes possession of the Accommodation if the Landlord is reasonably satisfied that the Tenant deliberately or recklessly gave false information to the Landlord when applying for a tenancy

7.4 The Landlord shall be entitled to apply to court for termination of the tenancy and possession of the Accommodation if any of the Grounds numbered 2, 8, 10, 11, 11, 12, 13, 14 or 15 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

7.5 The Tenant may terminate the tenancy before the end of the Tenancy Period by exercising their Cancellation Rights set out in clause 8 where applicable

7.6 Where Cancellation Rights set out in clause 8 are not applicable, the Tenant may cancel the Tenancy Agreement or terminate their tenancy by giving written notice to the Landlord, but **the Tenant may incur cancellation Fees and/or continuing liability for Rent** as follows, in accordance with the Landlord's cancellation and termination policy [these can be found on the Derwent Living website]:

7.6.1 Where the Tenant notifies the Landlord of cancellation at least 8 weeks before the first day of the Tenancy Period, there will be no cancellation Fees and the Landlord will refund the Deposit to the Tenant;

7.6.2 Where the Tenant notifies the Landlord of cancellation before collecting keys for the Accommodation but less than 8 weeks before the first day of the Tenancy Period:

7.6.2.1 the Landlord will attempt to re-let the Accommodation;

7.6.2.2 the Tenant will remain liable to pay Rent until the Accommodation is let (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if the Tenancy Agreement had not been cancelled);

7.6.2.3 the Landlord will be entitled to use the Deposit towards payment of any Rent the Tenant is liable to pay;

7.6.2.4 the Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of Rent;

7.6.2.5 the Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability

7.6.3 Where the Tenant notifies the Landlord of cancellation after collecting the keys to the Accommodation:

7.6.3.1 the Tenant remains liable to pay Rent for the period until a replacement tenant becomes liable to pay it (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if the Tenancy Agreement had not been cancelled);

7.6.3.2 **it will be the Tenant's responsibility to find a replacement**, and this must be a full-time University or College student who is reasonably acceptable to the Landlord as a prospective tenant, and who is not already renting accommodation from the Landlord;

7.6.3.3 the Landlord will decide promptly whether or not a prospective replacement would be an acceptable tenant;

7.6.3.4 the Landlord will be entitled to use the Deposit towards payment of any Rent the Tenant is liable to pay and any damage chargeable to the Tenant;

7.6.3.5 the Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of Rent or payment for damage;

7.6.3.6 the Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability for rent or chargeable damage

7.7 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 7.6) as an alternative to relocating. If the relocation is because the Tenant is in serious or persistent breach of one or more of their obligations in this Tenancy Agreement, the Landlord shall be entitled to charge the Tenant a £50 administration fee for dealing with the transfer

- 7.8 The Landlord reserves the right to provide to the Tenant alternative accommodation in the event that the Accommodation is unavailable for the Tenant at the start of the Tenancy Period provided always that the Tenant shall have the right to terminate the Tenancy Agreement (without having to comply with the conditions in clause 7.6) should the Accommodation not be available for a period of more than 4 weeks after the start of the Tenancy Period
- 7.9 Where, at the Tenant's request, the Landlord agrees to relocate the Tenant to other accommodation owned by the Landlord, the Tenant shall pay the Landlord a Fee of £50 (payable within 14 days of invoice, and in any event before the Landlord will give the Tenant keys to the new room) towards the Landlord's and Agent's administration and room inspection costs, in accordance with the Landlord's Transfer Policy [this can be found on the Derwent Living website]. 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 room for the remainder of the Tenancy Period. The tenancy of the new room will be on the terms of this Tenancy Agreement, except for the description of the Accommodation, which shall be amended by a memorandum signed by both parties and attached to this Tenancy Agreement
- 7.10 This Tenancy Agreement shall terminate if the Tenant dies during the Tenancy Period and the Tenant's estate shall not be liable to pay the Landlord any Rent or Fees relating to the period after death
- 7.11 If the Student is not able to start or continue their course of study because s/he has failed to achieve the required examination results, the Student may apply (by post or by e-mail) to the Agent to be released from this Tenancy Agreement. To be valid under this clause, applications for release must be made within [5] days of the examination results being published, otherwise applications for release will be treated as being made under clause 7.6. The Agent may require the Student to provide such evidence as the Agent reasonably requires in support of the Student's application for release. If the Agent (acting reasonably) is satisfied that the Student is unable to start their course of study because of examination results, the Student shall be released from this Tenancy Agreement and payments the Student has made will be refunded.

8 Cancellation Rights

- 8.1 Under the Consumer Protection (Distance Selling) Regulations 2000, the Landlord is required to provide the following information if the Landlord has not met the Tenant before entering into the Tenancy Agreement.
- 8.2 The Landlord is the supplier of the Accommodation and the address for all communications is given as the Agent's address in clause 1.
- 8.3 The services supplied under the Tenancy Agreement are also listed in clause 1 and the duration of the Tenancy Agreement and the price payable (Rent and Fees) are set out in the Landlord's offer of Accommodation.
- 8.4 The arrangements for payment are set out in clause 4.1 and on www.derwentstudents.com
- 8.5 **The Tenant has the right to cancel the Tenancy Agreement by giving written (by e-mail, fax or post) notice to the Landlord within 7 working days, beginning on the day after the date the contract becomes binding.** The date the Tenancy Agreement contract becomes binding is the date the Agent confirms the Tenancy Agreement has been completed by sending an email to that effect to the Tenant.
- 8.6 **The Tenant's right to cancel does not apply once the Landlord has started to provide the Accommodation to the Tenant: after the first day of the Tenancy Period, it is too late to cancel.** and early terminations will be dealt with in accordance with the Agent's Cancellation and Termination Policy (these can be found on the Derwent Living website]) and clause 7 of these terms and conditions
- 8.7 There is no extra charge if the Tenant books their accommodation by post or other means of distance communication.
- 8.8 The offer of accommodation and the price remain valid until the expiry date stated in the Landlord's offer of accommodation to the Tenant but after that date the offer of accommodation will automatically lapse if the Tenant has not accepted it and complied with the pre-conditions regarding payment of deposit and procuring a guarantee

- 8.9 The minimum duration of the Tenancy Agreement is for the Tenancy Period, but the Landlord will release the Tenant early in accordance with clause 7 or if the Tenant exercises their cancellation rights in this clause 8.
- 8.10 If the Landlord is not able to provide the Accommodation, the Landlord will use all reasonable endeavours to offer the Tenant alternative accommodation of equivalent or better quality at the same price. The Tenant will accept the alternative accommodation if it is in the same Building, but the Tenant may reject an offer of alternative accommodation and recover any pre-payments s/he has made to the Landlord, together with such reasonable and foreseeable costs as the Tenant has incurred as a direct result, if the Landlord fails to provide alternative accommodation in the same Building. If the Accommodation or a suitable alternative is not available, the Landlord will not be responsible for paying the Tenant's hotel expenses other than for accommodation in a budget-range (2*) hotel or in bed & breakfast accommodation for up to 2 nights for one person in or as close as possible to the city where the Building is situated. Reclaimable travel costs will be limited to travel from the Building to such temporary hotel or bed & breakfast accommodation and from there to the Tenant's choice of alternative accommodation in the same city as the Building (mileage chargeable at 40p per mile; public transport at standard class cost). A student whose Tenancy Agreement is for a specially adapted room for reasons related to their disability shall not be required to accept any alternative room offered by the Landlord unless it is suitably adapted

9 Tenancy Deposit Protection Scheme ¹

- 9.1 The Tenant will provide the Landlord with his/her forwarding address when the Tenant leaves the Accommodation (whether this is before or after the end of the Tenancy Period). Until the Tenant provides the Landlord with such an address, the Landlord shall not be liable to the Tenant to return the Deposit or notify the Tenant of any belongings left at the Building or forward any mail to the Tenant. If the Landlord reasonably requests it, the Tenant will separately notify the Scheme Administrator of his/her forwarding address and confirm to the Scheme Administrator that the tenancy has ended. If the Tenant does not do so, the Landlord shall not be liable to the Tenant for ensuring that the Deposit is refunded

¹ All of this clause needs discussion. This section is probably better dealt with by way of an email to the tenant.

- 9.2 The Landlord and the Scheme Administrator shall only be liable for Deposit refunds by credit card or bank credit if the Tenant has notified the Landlord of any change in the relevant card or bank account details and neither the Landlord nor the Scheme Administrator shall be liable for any failure to credit the Tenant's (or relevant person's) card or bank account as long as they have used the card or bank account details most recently provided by the Tenant
- 9.3 Except as provided in these terms and conditions, the Landlord will not disclose the Tenant's forwarding address or card or bank account details to any 3rd party other than to the Scheme Administrator or a person who has statutory powers to require the Landlord to make the disclosure
- 9.4 **The Tenant acknowledges that delay or failure in providing the Scheme Administrator with a forwarding address and details of any change in card or account details is likely to result in a delay or failure in refunding the Deposit, and the Landlord and the Scheme Administrator will not be liable for that delay or failure if it happens**
- 9.5 If someone other than the Tenant pays the Deposit on the Tenant's behalf, and the Deposit is to be returned direct to the person who paid it, the onus is on the Tenant to notify the Agent of the name and address of that person. Neither the Landlord, the Agent nor the Scheme Administrator will be liable to the Tenant or the person paying the Deposit unless it was disclosed that the person paying the Deposit was not the Tenant, but someone else paying on the Tenant's behalf, and that person's contact details are made known.
- 9.6 The Prescribed Information which the Landlord is required to give to the Tenant under The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 is as follows:
- (a) The Scheme Administrator is The Dispute Service Limited, PO Box 541, Amersham, Bucks, HP6 6ZR. The telephone number of the Scheme Administrator is 0845 226 7837. The Scheme Administrator's e-mail address is deposits@tds.gb.com.
 - (b) The leaflet setting out the Scheme Administrator's terms and conditions is attached to this tenancy agreement and it explains the operation of the provisions contained in sections 212 to 215 of the Housing Act 2004.
 - (c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the Tenant at the end of the Tenancy Period are set out in the Scheme Administrator's terms and conditions.

- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the Tenancy Period are set out in the Scheme Administrator's terms and conditions.
- (e) The procedures that apply under the scheme where the Landlord and the Tenant dispute the amount to be paid or repaid to the Tenant in respect of the deposit are set out in the Scheme Administrator's terms and conditions.
- (f) The facilities available under the scheme for enabling a dispute relating to the deposit are to be resolved without recourse to litigation are set out in the Scheme Administrator's terms and conditions.
- (g)
 - (i) the amount of the deposit is £250
 - (ii) the deposit relates to the Accommodation, described in the Landlord's offer to the Tenant
 - (iii) the Landlord is Beach General Partner Limited and Beach Nominee Limited both of 1 Poultry London EC2R 8EJ and the Landlord may be contacted through its Agent is Derwent Housing Association Limited (Trading as Derwent Living) of No.1 Centro Place, Pride Park, Derby, DE24 8RF, telephone: [01332 346477], e-mail: info@derwentliving.com
 - (iv) the Tenant is the person to whom the Landlord's offer of accommodation is addressed, and who may be contacted at the Accommodation during the Tenancy period or by e-mail at the e-mail address most recently provided by the Tenant
 - (v) the relevant person (if any) who paid the Deposit on behalf of the Tenant is the person named by the Tenant in accordance with clause 9.5, and whose contact details are as given to the Landlord or the Agent
 - (vi) the Landlord may retain all or part of the Deposit in the circumstances described in clause 5.5 and 6.1 of these terms and conditions

9.7 The Landlord (through the Agent) certifies that:

9.1.1 The information provided to the Tenant in relation to the protection of the Deposit is accurate to the best of the Landlord's knowledge and belief; and

9.1.2 The Landlord has given the Tenant the opportunity to sign any document containing information provided by the Landlord under The Housing (Tenancy Deposits)(Prescribed Information) Order 2007 (namely (this Tenancy Agreement and any leaflet provided by the Scheme Administrator) by way of confirmation that the information is accurate to the best of his/her knowledge and belief

- 9.8 At the end of the tenancy
- 9.8.1 The Agent/Member must tell the tenant within 10* working days of the end of the tenancy if they propose to make any deductions from the Deposit
- 9.8.2 If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 9.8.3 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 9.8.4 If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 9.8.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 9.8.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

* **These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.**