

TENANCY AGREEMENT

BETWEEN

[]

AND

[]

PROPERTY : []

Tenancy Agreement (the "Agreement")

You should read this Agreement and make sure you understand it before you sign it. If you are not sure about anything in this Agreement, you should consider seeking independent advice from a solicitor, citizen's advice bureau or legal advice centre.

Fresh Property Group	Fresh Property Group of Third Floor, 7-9 Swallow Street, London, W1B 4DE Telephone Number: 0203 617 4430
(Managing Agent)	<i>(Fresh Student Living is a brand operated by the Fresh Property Group)</i>
(Landlord)	[Landlord details]
I / Me (Tenant)	#ApplicantName# of #ApplicantAddress# (where the Tenant is more than one person, obligations are undertaken both individually and together)
Guarantor	#GurantorName# of #GurantorAddress#
Building	#Building#
Accommodation	#RoomType#
Room	#RoomType# (where the Room is a self-contained studio, any mention of "Shared Area" and "Shared Items" is to be ignored)
Tenancy Period	beginning on #TenancyStartDate# ending on #TenancyEndDate# (#Weeks# weeks)
Rent	£ #TotalRent# (for #NoOfWeeks# weeks) payable in advance in instalments: #Charges#
Tenancy Deposit	£ #TenancyDeposit#
Tenancy Deposit Administrator	my deposits Scotland, Ground Floor Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ
Governing Law	This Agreement is governed by Scots Law and the Tenant and the Landlord agree only the Scottish Courts can settle any disputes about this Agreement.

Introduction

1. I am enrolled as a student in higher education.
2. The Landlord/Managing Agent agrees to grant and I agree to take the tenancy of a Type #RoomType# Room with the use of the Shared Area at #Building# to be allocated at the start of the Tenancy.
 - at the stated Rent,
 - for the stated Tenancy Period; and
 - subject to the Tenancy Conditions set out on the following pages.
3. I have paid the Tenancy Deposit.
4. The Room and Shared Area are furnished in accordance with the inventory at Part 2 of the Schedule.
5. Deductions from the Tenancy Deposit may only be made under Clause A9.
6. I am responsible for
 - ensuring my guests and visitors comply with all the obligations and restrictions in this Agreement that apply to me; and
 - any damage caused by my guests or visitors.
7. I agree to keep to the House Rules set out in Part 3 of the Schedule and any addition or revisions issued by the Landlord/Managing Agent from time to time, for the proper management of the Building.
8. In taking any action or decision, the Landlord/Managing Agent will always act reasonably.

A. My Obligations as the Tenant to the Landlord are:

Financial Matters

A1 I agree to pay the Rent, inclusive of the Staffing Service Charge, in full for the whole Tenancy Period, in the instalments and on the dates stated on page 1, whether or not I receive a formal request from the Landlord. I acknowledge that the Service Charge is an amount which I pay to the Agent in consideration of the provision of services at the Building by the Agent, as appointed by the Landlord to provide such services, and the remainder of the Rent an amount which I pay to the Landlord.

A2 I agree to pay the following sums on demand, in addition to the Rent:

- Where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9.
- Any costs incurred by Landlord/Managing Agent arising from my breach of this Agreement (including legal fees and court costs);
- Late Payment Fees will be applied after 14 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.

A3 I am responsible for obtaining a licence for any television in the Room, and (jointly with other tenants of the Flat) in the Shared Area unless provided by Landlord/Managing Agent as a specific local promotion.

Condition and Maintenance

A4 I accept the Room, the Shared Area, the Room Items and Shared Items as being present and in tenantable repair and condition, unless I inform the Landlord/Managing Agent to the contrary in writing within 48 hours of moving-in.

A5 I will use the Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for

- fair wear and tear caused by normal use;
- any matters that are the Landlord's responsibility (Including (a) to keep in repair the structure and exterior of the Building (including drains, gutters and external pipes), (b) to keep in repair and proper working order the installations in the Building for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and (c) to keep in repair and proper working order the installations in the Building for space heating and heating water); nor
- any damage covered by the Landlord's insurance policy for the Building (save where my actions have vitiated/invalidated any such insurance).

A6 I will not

- mark or change the decorative finish of the Room or Shared Area;
- make any alteration to the fabric or surfaces of the Room or the Shared Area;
- apply sticky tape or 'blu-tack' or similar adhesive on the walls;
 - stick pins, nails or screws into the walls.
 - flush sanitary items down the toilet;
 - pour oil or grease down the drains nor do anything else likely to block or harm the drains;
 - remove any Room Item or Shared Item.

A7 I will keep the Room and the Room Items hygienically clean and tidy throughout the Tenancy Period. I will, jointly with the other tenants of the Flat, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Tenancy Period.

A8 I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered by the Landlord's insurance policy for the Building (save where my actions have vitiated/invalidated any such insurance).

A9 If

- the Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy; or
- there has been damage to the Room, the Shared Area or any Room Item or Shared Item for which I am wholly or partly responsible; or
- I have caused a blockage of the drains by breaching clause A6; or
- I cause damage to any other part of the Building (including any furnishings, fittings or equipment),

then I agree that at any time during and at the end of the Tenancy Period the Landlord/Managing Agent may:

- make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and
- deduct such charge from the Tenancy Deposit. (Regulation 42(f) of The Tenancy Deposit Schemes (Scotland) Regulations 2011 - The Landlord/Managing Agent will provide to the Tenant upon protection of the Tenancy Deposit, the circumstances in which all or part of the Tenancy Deposit will be retained at the end of the Tenancy, with reference to the Terms of the Agreement.). If there is a shortfall I will immediately pay the balance.

A10 Where I am responsible for a charge jointly with others, the Landlord/Managing Agent will assess the proportion for which I am responsible.

A11 I will not attempt to carry out any repairs, but will report any damage as soon as possible.

Use

A12 I will move into the Room within 4 weeks of the start of the Tenancy Period.

A13 Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it.

A14 I will only use the Room and the Shared Area for private residential purposes.

A15 I will inform the Landlord/Managing Agent if I am likely to be absent from the Room for more than 48 hours (I appreciate this is important for fire safety and security reasons).

A16 I will inform the Landlord/Managing Agent immediately if I cease to be a student in higher education; and I will pay (or indemnify the Landlord/Managing Agent for) any Council Tax charge that may be imposed as a result.

Conduct

A17 I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A18 I will not bring into or keep any of the following in the Building, including the Flat:

- animals;
- illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;
- weapons or imitation weapons;
- liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;
- anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
- any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
- bicycles (except in areas designated by the Landlord/Managing Agent).

A19 I will not do any of the following in the Building:

- anything unlawful;
- anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the Building;
- prepare food other than in the kitchen;
- use a deep-fat fryer;
- play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Room between 11pm and 9.00am;
- harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- be violent or abusive or act in an intimidating manner, or threaten to do so;
- tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows.

A20 I will only display notices, posters or similar articles on the notice boards (if any) provided.

A21 I will obtain the Landlord/Managing Agent's prior written approval to any party or meeting of more than 10 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Agreement.

A22 I will not dry items of laundry on the heaters within the Flat, nor hang them so as to be visible from outside the Building.

A23 I will not compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A24 I will not obstruct Common Areas.

A25 I will remove all rubbish from the Room and Shared Area at least once every week and dispose of it in the area designated by the Landlord/Managing Agent.

A26 Unless I have paid for a car park space, I will not park at the Building. I accept that any unauthorised vehicles may be clamped, requiring payment of a release fee.

Insurance

A27 I will not do anything which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

A28 I am responsible for insuring my own belongings.

Access

A29 I will allow the Landlord/Managing Agent and their respective employees, Agents and contractors access to the Flat at reasonable times on not less than 24 hours' notice (except in emergency)

- to inspect the condition of the Flat, the Shared Items and the Room Items;
- to carry out works to the Building;
- to perform its obligations under this Agreement and under statute;
- or
- to show the Flat to prospective tenants;

End of the Tenancy Period

A30 At the end of the Tenancy Period I will:

- give the Landlord vacant possession;
- return all keys, fobs and other passes;
- remove all personal belongings and rubbish; and

- leave the Room and Shared Area in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

A31 I agree that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which I leave in the Flat at the end of the Tenancy Period, and I will reimburse the Landlord/Managing Agent for any costs it incurs in doing so.

Information

A32 I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

A33 I consent to the Landlord holding and processing my personal information (including sensitive personal data) in order to perform its function as the Landlord of the Building. This may include disclosure to third parties who are able to show that they are entitled to receive the information.

B. The Landlord's obligations to me

Quiet enjoyment

B1 If I pay the Rent and comply with this Agreement the Landlord/Managing Agent will permit me quietly to enjoy the Room without unwarranted interference.

Insurance

B2 The Landlord will insure the Building against fire and other usual comprehensive risks as long as insurance cover is available at commercial rates.

B3 the Landlord/Managing Agent accepts no liability for loss or damage to my personal possessions.

Maintenance and services

B4 The Landlord will:

B4.1 keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in good repair;

B4.2 keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:

- basins, sinks, showers, toilets and waste pipes;
- electric wiring including sockets and switches and water pipes;
- water heaters, fitted wall heaters and central heating systems;

B4.3 keep all Room Items and Shared Items in good repair and proper working order;

B4.4 keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;

B4.5 keep the laundry facilities in good repair and proper working order;

B4.6 ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;

B4.7 provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.

B5 I accept that the Landlord/Managing Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord/Managing Agent will seek to restore any interrupted services as soon as possible.

Utilities

B6 The Landlord/Managing Agent will pay all charges for Utilities (subject to clause A2).

Access over Common Areas

B7 The Landlord/Managing Agent allows me access over the Common Areas in order to gain access to the Flat, the laundry, the common room, the management suite and the bicycle store within the Building.

C. Suspension of rent

If the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord has insured, then:

- The Landlord/Managing Agent will seek to offer temporary alternative accommodation, in which case the Rent will continue to be payable; but
- if the Landlord/Managing Agent is unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Shared Area is reinstated, made habitable and accessible. Any Rent paid in advance will be refunded on a daily basis.

D. Repossession and termination

D1 I acknowledge and agree that the Landlord is entitled to end this Agreement in the circumstances detailed below and in such circumstances, the Landlord/Managing Agent will be entitled to end the Tenancy and recover possession of the Room. The Landlord/Managing Agent will also be entitled to recover any payments due to the Landlord/Managing Agent and to compensation for any other costs the Landlord/Managing Agent incurs because of the Tenant's failure to perform his/her obligations in this Agreement:

1. If the Tenant allows unauthorised occupation of, or abandons the Room.
2. The Rent due or any part of the Rent or any other sum due by the Tenant is not paid for fourteen days after demand for payment.
3. If the Tenant is in breach of any of the conditions of this Agreement and either the breach within thirty days of a written notice served on the Tenant.
4. The Landlord/Managing Agent has reasonable grounds for serving notice of non payment of Rent or any breach of this Agreement.
5. The Tenant ceases to be a student enrolled in higher education
6. The condition of the house or any of the common parts has deteriorated owing to acts of waste by, or neglect of default of, the Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default, of a person lodging with a tenant or a sub-tenant of his, the Tenant has not, before the making of the order in questions, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this ground, "the common parts" means any part of a building, the house and any other premises which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of the other houses.
7. The Tenant, a person residing or lodging in the house with the tenant or a person visiting the house has;(a) been convicted of:-
 - (i) using or allowing the house to be used for immoral or illegal purposes; or
 - (ii) an offence punishable by imprisonment committed in, or in the locality of, the house; or
 - (b) acted in an anti-social manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
 - (c) pursued in a course of anti-social conduct in relation to such a person as is mentioned in head (b) above.

In this Ground "anti-social", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involved conduct on at least two occasions and "tenant" includes any one of joint tenants.

E. Temporary alternative accommodation

In order to carry out emergency repairs the Landlord/Managing Agent may, on giving reasonable notice and at the Landlord's expense, move the Tenant to temporary suitable alternative accommodation.

F. Guarantor

F1 The Landlord has entered into this Tenancy Agreement at the request of the Guarantor.

F2 The Guarantor agrees with the Landlord that if, at any time during the Tenancy Period, the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor will

- pay any Rent and other sums due under this Agreement within 10 Working Days of receipt of a written demand; and
- remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord/Managing Agent on demand for all the Landlord's losses, damages, costs and expenses arising as a result of the Tenant's breach.

F3 The Guarantor's liability will not be reduced or released by any delay or concession by the Landlord/Managing Agent in enforcing the Tenant's covenants and obligations.

G. Contact details

G1 If the Landlord/Managing Agent needs to write to me, correspondence may be delivered by hand or sent by first-class Recorded Delivery post to the Room address or the address stated on page 1 or any other address I have given to the Landlord/Managing Agent. Any notice in respect of any of the matters referred to in Part D of this Tenancy Agreement which require to be served in compliance with the terms of The Sheriff Courts (Scotland) Act 1907 will be sent by first-class Recorded Delivery post or Registered post or delivered by Sheriff Officers to the Room address.

G2 If the Landlord needs to serve any notice on the Guarantor, it may be delivered by hand or sent by first-class post to the address stated on page 1 or any other address given to the Landlord/Managing Agent.

G3 If I need to serve any notice on the Landlord, it may be delivered by hand or sent by first-class post to the Agent's address stated on page 1.

H. Governing Law

H1 This Agreement is governed by Scots law and the Tenant and the Landlord agree that only the Scottish Courts can settle any disputes about this Agreement.

Part 1 - Defined terms and interpretation

1. Throughout this Agreement, the following terms have following meanings:

"Building": includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;

"Common Areas": the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;

"House Rules": the rules in Part 3 and any revisions issued by the Landlord/Managing Agent from time to time, for the benefit of the Building;

"Inventory": the Inventory attached at Part 2 to this Agreement;

"Rent": the amounts stated on page 1, which are inclusive of the Service Charge;

"Room": the Room stated on page 1, including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Room;

"Room Item": the items to be provided in the Room and listed under the heading "Room Items" in the Inventory;

"Service Charge": the part of the Rent payable in respect of the provision of services at the Building by the Agent as appointed by the Landlord to provide such services, calculated as the proportion of the total costs for the provision of such services by the Agent at the Building which is allocated to the Room;

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

"Shared Area" the kitchen/dining/lounge areas together with the corridor within the Flat including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Shared Area;

"Shared Items": the items to be provided in the Shared Area and listed under the heading "Shared Items" in the Inventory;

"Utilities": electricity, water supply, foul water disposal [and broadband internet access];

"Working Day": any day other than Saturday, Sunday or any bank or public holiday.

2.If the Tenant or the Guarantor is more than one person, obligations are undertaken individually and together.

3.The term "the Landlord/Managing Agent" includes any person or company who may legally succeed it.

4.Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.

SAMPLE

Part 2 - Inventory

The following is a general guide; please refer to the site specific inventory for detailed information.

Bedroom/Ensuite:

- Bed – single / 4ft / double
- Bed storage
- Study chair
- Work station
- Book shelves
- Wardrobe
- Notice board
- Heater
- Curtains
- Shower / toilet / sink

Shared Flat Kitchen:

- Storage
- Fridge / Freezer
- Oven / Hob / Extractor
- Microwave
- Seating / Eating area

Studio Kitchen

- Kitchen storage

- Two ring hob
- Fridge / icebox
- Microwave
- Eating area

Part 3 - Tenancy Handbook

The tenancy handbook forms part of your tenancy obligations and part of this Agreement.

Your handbook is published annually and available on our website under your property location.

SAMPLE