

Assured Shorthold Tenancy Agreement

Parties to this Agreement: (1) the Landlord, (2) the Tenant, (3) the Guarantor (where applicable), (4) the Management Company (acting as agent for the Landlord).

Landlord: #LandLordName# (owner), c/o CRM Students Limited, Hanborough House, 5 Wallbrook Court, North Hinksey Lane, Botley, Oxford, OX2 0QS

Tenant Details:

| | |
|----------------------------|---|
| Name: | #FName# #SName# |
| Home Address: | #HomeAddress# |
| Guarantor: | #GFirstName# #GSurname# An individual or an entity that agrees to be responsible for the compliance with any and all of the obligations created under this Agreement and imposed upon the Tenant, whether pecuniary or otherwise, should the Tenant fail to meet such obligations. |
| Home Tel No: | #AppHomeTel# |
| Mobile Tel No: | #AppMobileTel# |
| Email Address: | #AppEmail# |
| University/College: | #University# |
| Management Company: | <i>CRM Students Limited (Company Number 4886412) whose registered address is Hanborough House, 5 Wallbrook Court, North Hinksey Lane, Botley, Oxford, OX2 0QS. Fax. 01865 207 234 Email. notices@crm-limited.co.uk</i> |
| Development: | #Complex#, #ComplexAddress# Including all stairwells, corridors and lobbies, the laundry room, and any common room facility within the building or buildings, and in addition all external areas of the development accessible to or by tenants. |
| Flat/Room: | #ApartmentNo# Room #RoomNo# |
| Flat and Room Type: | #ApartmentNo# #RoomType# |
| Residential Period: | #BookingStartDate# to #TerminationDate# |
| Holding Deposit: | This is a refundable sum required to secure your room. On commencement of your tenancy you agree that this sum converts to a refundable security deposit. The Security Deposit will be held in accordance with this agreement. |

| | |
|--------------------------------|---|
| Security Deposit: | On commencement of your tenancy your Holding Deposit above converts into a refundable Security Deposit which will be held in accordance with this agreement. |
| Payment: | #Charges# |
| ICE: | Independent Case Examiner |
| Internet Usage Policy: | Such internet Usage policy as is applicable to the Development and signed up to by the Tenant when first accessing the internet. |
| Member: | Means a member of the TDS |
| Prescribed Information: | The information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposit) (Prescribed Information) Order 2008. |
| Rent: | The amount paid for the Residential Period |
| Room Items: | The items to be provided in the Room as listed under the heading "Room Items" in the Inventory supplied on arrival. |
| Scheme Administrator: | Administrator of either a custodial or insurance TDS. |
| Service Areas: | The kitchen/dining areas together with the corridor within a Flat. |
| Shared Areas | Those areas such as Lounge/s, Cinema Room/s, Gym, Game Room/s, Study Room, Laundry and any other such recreational facilities which are available to and intended for the use of all Tenants. |
| Shared Items: | The items to be provided in the Service Areas and listed under the heading "Shared Items" in the Inventory supplied on arrival. |
| Stakeholder: | Means to hold the Deposit as a third party, rather than acting as an agent for the Landlord. |
| TDS: | Tenancy Deposit Scheme. |

1. **Definitions and interpretation of this agreement**

- 1.1 In this Agreement the terms in bold on the cover page of this Agreement have the meanings set out next to them.
- 1.2 Text in bold in below sections this Agreement is for guidance and information only and does not form part of this Agreement. Any reference to Agreement refers to this agreement and any reference to Service Areas and Shared Items shall only apply where the Flat Type is a cluster flat.
- 1.3 The term "the Landlord" includes not only the company or individual named on the cover page but also any other persons or companies who may legally succeed it.
- 1.4 Any reference to "Tenancy" refers to the tenancy created under this Agreement.
- 1.5 Clause headings do not affect the interpretation of this Agreement.

- 1.6 The Rent under this Agreement accrues weekly in advance but for administrative convenience it will be collected by way of the three instalments specified in clause 3.1. The total rent for the Residential Period is the Rent specified on the cover page of this Agreement.
- 1.7 Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.
- 1.8 The Tenant is jointly and severally liable with other occupiers of the Development for damage caused to any communal or shared areas in the Development and the Landlord reserves the right to pursue the Tenant for damages.
- 1.9 The Management Company shall secure the Deposit as agents for the Landlord throughout the Tenancy as security for the compliance by the Tenant with its obligations under this Agreement and the payment, holding and use of the Deposit shall be without prejudice to any other rights and remedies of the Landlord, whether express or implied. Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. **Grant of tenancy & Inventory**

- 2.1 At the request of the Guarantor, the Landlord lets the Room within the Flat to the Tenant for the Residential Period and gives the Tenant the right to use in common with all other persons authorised by the Landlord, the Service Areas, the Shared Items, Shared Areas and other communal facilities within the Development for the Residential Period.
- 2.2 Upon moving into the Room, the Tenant must check that the supplied Inventory is accurate and must sign and return the Inventory to the Management Company within 7 days of moving into the Room. If the inventory is not signed and returned then the tenant accepts that it is correct as supplied.
- 2.3 This Agreement creates an assured shorthold tenancy under Part I, Chapter II of the Housing Act 1988 (“HA 1988”) which means that once the Tenancy has ended the Landlord is entitled to recover possession under Section 21 of the HA 1988.
- 2.4 This Agreement is subject to provisions of the Tenant Fees Act 2019.

3. **Rent and other charges**

- 3.1 The Tenant shall pay the Rent in advance in accordance with the Rent Instalments as follows:

#Charges#

- 3.2 The Tenant shall pay the 1st Payment of Rent due to the Landlord to the Management Company on or before the 1st Payment Date and unless the Tenant has paid the whole of the Rent in advance, or provided a recurring card authority in respect of the 2nd Payment and the 3rd Payment of Rent at the times and in the manner specified in this clause 3 (whether demanded or not).

- 3.2.a If the Tenant fails to make payment of the due Rent on the due date, the Landlord and/or the Management Company will be entitled at its entire discretion to re-market the Room for re-letting from when payment was due.
- 3.2.b The Landlord will be entitled to terminate this Agreement at any time upon giving written notice to the Tenant without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.
- 3.2.c The Tenant will remain liable for all payments due to the Landlord under this Agreement unless and until the Landlord terminates this Agreement in the manner specified above
- 3.3 The Tenant shall not reduce any payment of Rent by making any deduction from it or by setting any sum off against it for any reason.
- 3.4 The Tenant shall be responsible for obtaining and paying for any television licence required for any television in the Room and shall be responsible jointly and severally with other occupiers of the Flat for any television in the Shared Areas. If this clause is breached by the Tenant and costs are incurred by the Landlord the Landlord reserves the right to seek damages for any losses incurred.
- 3.5 Normal residential use of electricity, gas, water, and sewerage utility services is included within the Rent. The Tenant shall not use the services listed for anything other than reasonable residential use. The Landlord reserves the right to recover from the Tenant any losses incurred as a result of a breach of this clause by way of damages.

4. **Holding Deposit**

- 4.1 The Tenant will pay the Holding Deposit to the Management Company with their application for accommodation.
- 4.2 The Holding Deposit is non-refundable should an offer of accommodation be made by the Landlord and refused by the Tenant.
- 4.3 The Tenant agrees that on commencement of the Tenancy the Holding Deposit converts to a Security Deposit. A further sum to be held as a Security Deposit will not be requested from the Tenant in such circumstances.
- 4.4 Further details of the Holding Deposit and cancellation policy are available on the Management Company's website <http://www.crm-students.com/>.

5. **Security Deposit**

- 5.1 On commencement of the Tenancy the Holding Deposit converts to a Security Deposit as detailed in Paragraph 4.4 above.
- 5.2 The Security Deposit is held by the Management Company as Stakeholder. The Management Company is a member of the TDS.
- 5.3 Any interest earned on the Security Deposit will belong to the Landlord.
- 5.4 The Security Deposit is safeguarded by the TDS, which is administered by:

The Dispute Service Ltd,
PO Box 541,
Amersham,
Bucks,
HP6 6ZR

Telephone no: 0845 226 7837
Email: deposits@tds.gb.com
Fax: 01494 431 123

- 5.5 The Landlord has provided the Prescribed Information.
- 5.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6. Purpose of the Deposit

- 6.1 The Deposit has been taken for the following purposes:
- a. any damage, or compensation for damage, to the Room, the Flat and Service Areas, its fixtures and fittings 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 and insured risks and repairs that are the responsibility of the Landlord;
 - b. the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Room, the Flat, Service Areas or its fixtures and fittings;
 - c. any unpaid accounts for the services referred to in clause 3.5;
 - d. any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

7. Deductions from the Deposit

- 7.1 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- a. make good any damage to the Room, the Room Items, the Flat, the Service Areas or the Shared Items (except for fair wear and tear);
 - b. replace any of the Room Items or Shared Items which may be missing from the Room or the Flat;
 - c. pay any accounts for the services for which the Tenant may be liable under clause 3.5 (due to non-residential, unreasonable or excessive use of such services) and which remain unpaid;
 - d. pay any Rent which remains unpaid; and
 - e. pay for the Room, the Room Items, the Flat, the Service Areas and the Shared Items to be cleaned if the Tenant is in breach of its obligations under clauses 9 or 10.
 - f. pay any outstanding fees levied during the duration of the agreement in respect of lost/misplaced/replacement keys/security cards/fobs which the Landlord has incurred but which have not been paid by the Tenant

8. At the end of the Tenancy

- 8.1 The Management Company must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 8.2 If there is no dispute the Management Company will keep or repay the Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and/or Management Company and the Tenant agreeing the allocation of the Deposit.
- 8.3 The Tenant must inform the Management Company in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Management Company as due from the Deposit within 20 working days after the termination or earlier

ending of this Tenancy and the Tenant vacating the Room. The 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.

8.4 If, after 10 working days following notification of a dispute to the Management Company and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and/or Management Company and the Tenant over the allocation of the Deposit the dispute will (subject to clause 8.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

8.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by this clause 8.

9. **The Guarantor**

9.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

9.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.

9.3 The liability of the Guarantor under clause 9.1 and clause 9.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this Agreement.

9.4 The liability of the Guarantor shall not be affected by:

- a. any time or indulgence granted by the Landlord to the Tenant; or
- b. any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them; or
- c. the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement;
- d. the Landlord taking any action or refraining from taking any action in connection with the Deposit;
- e. the Tenant dying or becoming incapable of managing its affairs.

10. **Care of the accommodation**

10.1 The Tenant will:

- a. not alter or damage the Room or Room Items and will keep them in a clean and tidy condition;
- b. not damage or mark or change the decorative finish of the Room or Shared Areas;
- c. jointly with the other occupiers keep the Shared Areas in a clean, tidy and hygienic condition;
- d. not alter, damage, litter or obstruct the use of the Shared Areas;
- e. not cause or permit any damage to any part of the Development;
- f. not remove any Room Items or Shared Items from the Flat;
- g. notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat or the Development as soon as such repairs or maintenance work are apparent;
- h. not attempt to carry out any repairs or maintenance works to any part of the Development, including the Flat and the Room, any of the Shared Items and the Room Items;

The above clause is required in the interests of health and safety. Management company staff will attend to repairs and maintenance.

- i. not tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- j. not bring any of the following items into the Flat without the written consent of the Management Company: upholstered furniture (such as sofas and arm chairs), heating equipment or any electrical equipment which does not comply with all relevant British Standards.

The above clause is required in the interests of fire safety for all occupiers of the development.

- k. not mark or label any keys and to report the loss of them immediately to the Management Company;

This is so that if keys are lost, they cannot be identified with the Flat to which they belong.

- l. take all reasonable steps to ensure that the Room and the Flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when the Tenant leaves);
- m. comply with the published Internet Usage Policy, as amended from time to time.

If the Tenant breaches any of the above clauses and as a result of the breach of contract by the Tenant costs are incurred by the Landlord you may be required to pay damages to the Landlord in respect of the breach.

- 10.2 The Tenant hereby states that they are a student registered with the University/College or will be at the commencement of the Residential Period.
- 10.3 The Tenant will also provide [INSERT LOCAL AUTHORITY] by [DATE] with all information required in order to allow [INSERT LOCAL AUTHORITY] to provide a Council Tax Exemption Certificate.
- 10.4 Should the Tenant no longer be a student at the University/College the Tenant will notify Management Company within one week of such change of status and shall vacate the Room and Flat immediately. The Tenant shall remain liable for all of its obligations under this Agreement which have not been performed, including the payment of Rent.
- 10.5 The Tenant shall be liable for any Council Tax Payments which arise when the Tenant does not have/is not entitled to a Council Tax Exemption Certificate.

11. Proper conduct for communal living

- 11.1 The Tenant will:
 - a. use the Room and the Shared Areas for their own private residential purposes only;
 - b. not allow any other person to reside on any part of the Development;
 - c. not cause any noise which is audible outside of the room it is made in;
 - d. not cause any disturbance, distress, annoyance or damage to any other occupiers of the Development or their property;
 - e. in co-operation with the other occupiers of the Building, keep clean and tidy and clear of rubbish the parts of the Building which the Tenant is entitled to use solely or in common with others and will pay to the Landlord or Management Company on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord or Management Company;

- f. not tamper with, misuse or damage any equipment or other things in the Development which are provided by the Landlord in the interests of health and safety of persons in the Development (including but not limited to fire fighting equipment and fire doors);
- g. pay, on written demand, a reasonable sum or as required by the relevant emergency service to cover any costs incurred by the Landlord or Management Company if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;
- h. not prepare or cook food anywhere other than in the kitchen in the Flat and not keep or use deep fat frying equipment anywhere on the Development;
- i. not keep or use candles or any open flame, lighting or heating equipment anywhere in the Room or the Flat;
- j. comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the Shared Areas and/or Shared Items and conduct in the communal areas of the Development generally;
- k. not affix any notice poster or similar article anywhere in the Development except on the notice boards (if any) provided making good any damage caused or paying the Landlord's reasonable costs for failure to comply;
- l. comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Flat and general conduct in the Development;
- m. not sub-let or assign the whole, or any part, of the Room or Flat or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room;

“Sub-letting” means renting the Room to another person or persons. “assigning” means transferring rights under this Agreement to another person or persons.

- n. use best endeavours to ensure that the Tenant's visitors comply with clauses 10 and 11 of this Agreement headed “care of the accommodation” and “proper conduct for communal living”;
- o. attend a fire training session arranged by the Management Company;

The Landlord requires mandatory attendance at a Fire Training Session in the interest of fire safety for persons and property. Times/Dates will be advised at a later date.

- p. not smoke in the Development other than in the outside designated smoking areas;
- q. not bring onto or allow to be stored or kept or used within the Room, Flat or Development and to report to the Landlord or any of its staff the presence of any:
 - i. animals or pets of any description;
 - ii. liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
 - iii. illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a bonafide medical practitioner; and
 - iv. weapons or imitation weapons of any form.
- r. not commit any form of harassment on the grounds of race, religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property;
- s. not to alter or add to the Room, Flat or Development nor to re-decorate the whole or any part of it or the interior, nor to allow anyone else to do so;

- t. not to use the Room, Flat or the Development or any part of it, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of the Flat, the Development or any neighbouring property;
- u. not run a trade or business from the Room, Flat or Development;
- v. not to act or fail to act in a way which will or may result in any policy of insurance in respect of the Development becoming void or voidable or whereby the premium or excess therefore and therein may be increased;
- w. not install any wireless or television pole, aerial, satellite dish or apparatus on the Development;
- x. not use, threaten, harass or commit any violence against any other occupier, bonafide visitor, the Management Company or the Landlord or any of the Landlord's staff or agents;
- y. not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Flat and not to dry clothes on any storage or electrical convector or fan heaters;
- z. not store bicycles in the Room, Flat or any access ways or staircases but instead will store any bicycle in the designated bicycle storage areas.
- aa. not park or allow any visitor to park any car or other vehicle on the grounds of the Development without a permit where applicable.
- bb. not to apply or seek to obtain a resident's on-street parking permit from the local authority.

If as a result of the Tenant's breach of any of the above clauses costs are incurred by the Landlord you may be required to pay damages to the Landlord in respect of the breach.

12. Access by the Landlord

- 12.1 The Tenant must permit the Landlord and Management Company and their agents with any necessary contractors and workman to enter the Flat and the Room at all reasonable times upon 24 hours prior notice (or in the event of emergency at any time without notice) in order to:
- a. carry out the services required under this Agreement;
 - b. show the accommodation to prospective new tenants;
 - c. examine the state and condition of the Flat and the Room and the Shared Items and the Room Items;
 - d. carry out any repairs to the Room, the Flat or the Development that are reasonably necessary pursuant to the Landlord's and Management Company's responsibilities under this Agreement or by statute and for any other reasonable purpose in connection with the management of the Development.

13. At the end of this Agreement

- 13.1 When this Tenancy comes to an end (however that may be) the Tenant will:
- a. attend a check out inspection by the Management Company's site management team and sign a copy of the inspection report;
 - b. **If the tenant fails to attend the check out inspection it will be very difficult for the Tenant to challenge the inspection and any reasonable costs incurred by the Landlord for damage and/or disposal of refuse and abandoned items which remain in the Property following the conclusion of the Agreement may result in damages being sought from the tenant.** Vacate the Room and remove all of their belongings from the Development and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Residential Period.

If the Tenant fails to remove any of their property from the Development within seven days after this Tenancy comes to an end then the Landlord may sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to any third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 6 months the sale proceeds net of any disposal and reasonable management costs have not been claimed by the Tenant then the Landlord shall be entitled to keep them absolutely;

- c. jointly and severally with the other occupiers ensure that the Shared Areas and Shared Items are left in the same clean state and condition as they were in at the beginning of the Residential Period;
- d. ensure that any Room Item or Shared Item which may have been moved during the Residential Period is returned to the location that they were in at the start of the Residential Period;
- e. give to the Management Company all relevant keys given to the Tenant at the start of the Tenancy, and for any not returned at the end of the Tenancy the Tenant will pay to the Landlord a reasonable administrative and replacement charge;
- f. confirm to the Management Company the address or bank details to which the Deposit (less any deductions made in accordance with this Agreement) should be sent to.

14. Expenses related to breaches of this Agreement or recovering possession

14.1 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, and as a result costs are incurred by the Landlord and/or Managing Company you may be required to pay damages including the costs incurred in remedying such breaches or in connection with the enforcement of those obligations or recovering possession of the Property.

14.2 If the Landlord or Management Company (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of this Agreement or a failure to fulfil any of its obligations under this Agreement then the Tenant shall bear a proportion damages sought based on the costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations. The proportion will be determined by the Landlord or Management Company (acting reasonably).

14.3 The Tenant may also be required to pay damages in relation to all reasonable expenses fees and costs incurred by the Landlord and/or the Management Company in connection with:

- a. collecting or attempting to collect any sums which are due but unpaid by the Tenant under this Agreement and which remain unpaid more than 14 days after the due date. Such sums will not exceed a sum equal to interest on the unpaid amount in excess of 3% above the Bank of England Base Rate calculated on a daily rate;
- b. ensuring that the Tenant gives up occupation of the Room once he/she is no longer entitled to occupy; and
- c. losses or damage to any of the Room Items and or Shared Items

15. Landlord's rights to end the Tenancy before the expiry of the fixed Residential Period

15.1 The Landlord reserves the right to re-enter the Room if:

- a. the Rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not;
- b. the Tenant is declared bankrupt under the Insolvency Act 1986;
- c. the Tenant has breached this Agreement;
- d. any of the grounds for possession stated in Section 7(6)(a) of the HA 1988 occur or apply;
- e. the Tenant ceases to be a [full time/part time] student;
- f. fire or damage renders the Room or the Flat unfit for the allowed.

15.2 If the Landlord re-enters the Room or the Flat pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant.

The Tenant should be aware that in virtually all of the circumstances referred to in clause 15.1 the Landlord will not be able to repossess the Property without first obtaining a Court Order and the Tenant may have rights to contest forfeiture proceedings. If the Landlord is seeking to repossess then the Tenant should consider taking legal advice (for example, from a Citizens Advice Bureau).

16. Obligations of Landlord and Management Company

16.1 The Landlord agrees to:

- a. allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
- b. carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable to the tenancy);

Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the Landlord in connection with the structure and exterior parts as well as plumbing, sanitary conveniences and installations such as electrical wiring and gas piping.

- c. comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;
- d. insure the Flat, the Room Items and the Shared Items (and for the avoidance of doubt, the Landlord will not insure the Tenant's personal possessions and the Landlord accepts no liability for loss or damage to the Tenant's personal possessions);
- e. at the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.

The Landlord will not insure items other than the identified Room Items and Shared Items.

16.2 The Management Company agrees to provide the Tenant Services

PROVIDED THAT:-

- a. nothing in this Agreement shall limit or exclude the Management Company's liability for:
 - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - ii. fraud or fraudulent misrepresentation.
- b. Subject to clause 16.2(a):
 - i. the Management Company shall under no circumstances whatever be liable to the Tenant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
 - ii. the Management Company's total liability to the Tenant in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of Rent relating to the period of the Tenancy.
- c. This clause 16.2 shall survive termination of this Agreement.

17. Notices

- 17.1 Any notice to the Landlord or to the Management Company sent under or in connection with this Agreement shall be deemed to have been properly served if:
- a. sent by first class post or left at the Managing Company's address given on the first page of this Agreement; or
 - b. sent to the Managing Company's fax number or e-mail address stated on the first page of this Agreement.
- 17.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- a. sent by first class post or left at the Tenant's address stated on the first page of this Agreement; or
 - b. sent to the Tenant's e-mail address stated on the first page of this Agreement.
- 17.3 Any notice sent by first class post shall be deemed to have been received the day after it was sent.
- 17.4 For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the Managing Company's address as stated on the first page of this Agreement.

18. Student tax exemption

- 18.1 The Tenant Warrants (confirms) that they will provide all the necessary documentation in respect of their student status to the local authority for the purposes of exempting the Tenant from paying council tax. Responsibility for paying council tax lies with the Tenant and the Tenant acknowledges that they will meet any sums due in respect of council tax determined by the local authority.
- 18.2 The Tenant also Warrants (confirms) that they will advise the Management Company of any change in the Tenants student status and if the Tenant is found to be, or informs the Management Company that the Tenant is no longer a student at a higher education establishment in England and Wales then the Tenant will remain liable for council tax payable for the period of this Agreement.
- 18.3 Any council tax charges levied at any point in time when the Tenant is not a student and/or is no in receipt of a council tax exemption certificate shall be charged to the Tenant.
- 18.4 If the Tenant ceases to be a full time/part time student but continues to live in the Room then the Tenant must within 7 days of written demand from the Landlord reimburse and indemnify the Landlord in respect of any Council Tax due in respect of the entire Flat as a result of the Tenant's continued occupation of the Room.

19. Governing law and jurisdiction

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales.
- 19.2 This Agreement has been entered into on the date the Landlord confirms the Tenancy.
- 19.3 This Electronically signed Tenancy Agreement is a legally binding document and is available within the Student Portal.

20. Data Protection

- 20.1 Information about how the Management Company process and protect personal information that they hold about the Tenant, such as name, address, date of birth and details of University and including if applicable any special categories of data (formerly called

sensitive personal data) such as medical information, is set out in the Privacy Policy on the Management Company's website www.crm-students.com

20.2 The Privacy Policy (together with the Management Company's terms of use at www.crm-students.com and any other documents referred to on it) sets out the basis on which any personal data the Management Company collects from the Tenant, or that the Tenant provides to them, will be processed by them. The Tenant is required to read the Privacy Policy carefully to understand practices regarding their personal data and how the Management Company will treat it.