

TENANCY PARTICULARS

Understanding Your Tenancy

- (a) The Landlord does not require a deposit but may invoice you for damage, cleaning, utilities and related costs incurred during or at the end of the tenancy if costs are incurred as a result of a breach of Tenancy by you.
- (b) The Landlord will not discuss the conduct of this Tenancy with your parent or guardian without your written authority.
- (c) Failure to take up occupation of the Premises does not release you from the terms of this Tenancy and you remain liable for the Rent once the Tenancy Agreement is signed.

THE TENANCY

BETWEEN THE LANDLORD AND THE TENANT

WHEREBY IT IS AGREED as follows:-

1. The Landlord agrees to grant and the Tenant ('you') agrees to take a tenancy of the Premises for the Term on the terms and conditions set out in this Tenancy Agreement ('the Agreement'). The Landlord and Tenant agree to comply with their respective obligations as set out in the Agreement.
2. Where application for this Tenancy is made as part of a group, the Agreement is made subject to the signing of further Agreements for each of the other bedrooms within the Premises by further associated individuals. If this is not achieved within 4 working days of the date, as defined by the Landlord, of the first application for this Agreement, this Agreement will be void and no right to occupation of the Premises will exist.
3. The Landlord lets the room in the Premises together with shared use of the Common Parts.
4. The contractual term of the tenancy shall be for the Term.
5. You shall pay the Rent during the Term in accordance with the provisions of Schedule One.
6. You shall at the end of the Tenancy leave the Premises and the furniture fittings and effects therein and set out in the inventory prepared by the Landlord (the "Fixtures and Fittings") in a clean tidy undamaged condition.
7. The Tenant shall pay all rates, bills or rental of any utility or service and any other payments in respect of the Premises in accordance with paragraph 23 of Schedule One.
8. You shall provide proof of payment to the Landlord of all paid rates, bills or rental of any utility or service at the end of the Tenancy.
9. You agree with the Landlord to observe and perform the stipulations and conditions set out in Schedule One.
10. The Landlord agrees with you to observe and perform the stipulations and conditions set out in Schedule Two.

SCHEDULE ONE

Tenant's Obligations

You agree to observe and perform the stipulations and conditions below:

Paying Rent

1. To pay the Rent on the dates as agreed with the Landlord and not reduce any payment of the Rent by making any deduction from it or by setting off against it. In the event that any instalment of rent is more than 60 days overdue the full amount of rent will become immediately payable.
2. To pay interest on any late payment of Rent from the date on which the Rent was due to the date on which the Rent is paid at 4% above the Bank of England Base Rate.
3. If you are in receipt of housing benefit or universal credit or other similar funding, you agree to those payments being made direct to the Landlord.

Further Charges

4. To pay any costs including legal fees incurred by the Landlord as a result of any breach by you of any of the terms of this Tenancy.
5. To pay the costs of all calls to the emergency telephone numbers provided due to neglect or misuse of the Premises by you and you will be liable for the call out charge and the cost of any subsequent remedial works.
6. To pay the cost of call out to the Premises if you request a contractor outside normal hours (9 am to 5.00 pm Monday to Friday excluding Bank Holidays) and if it transpires that the fault is not an emergency in the reasonable opinion of the Landlord. Examples of emergencies would be no heating or hot water, major electrical fault or total loss of water.
7. A fixed charge of £25 will be payable by you where it is necessary for the Landlord to re-inspect due to condition/cleanliness of the Premises. In addition, the cost of any related inventory or cleaning or repairs may also be charged to you at the Landlord's discretion.
8. To pay the Council Tax or other local taxes or rates assessed to be paid by the Local Authority in respect of the Premises.
9. To pay all expenses (including legal and surveyor's fees) which the Landlord incurs in preparing any notices or any schedules
10. Not to misuse fire equipment e.g. fire extinguishers fire blankets fire alarms or smoke detectors or interfere in any way with equipment of this kind so as to cause it to be dysfunctional. If any equipment of this kind becomes dysfunctional through neglect and/or misuses then you will be liable to the Landlord the cost of repairing or replacing it.
11. You may be required to pay a sum to the Landlord within 28 days of you receiving a written request to compensate for losses caused for any or all of the following reasons:
 - a. Any dirtiness, untidiness or damage to the Premises and Fixtures and Fittings caused by the Tenant or resulting from any breach of the terms of this Agreement;
 - b. Any other breach by the Tenant of the terms of this Agreement;
 - c. Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - d. Any unpaid rates, bills or rental of any utility or service, including but not limited to electricity, water, gas telephone and internet.

The Condition of the Premises

12. To keep the Premises and the Fixtures and Fittings in a clean and tidy condition. At the end of the tenancy to leave the Premises clean and tidy and clear of all rubbish and personal belongings and in a condition similar to its condition at the start of the Tenancy.
13. Not to damage any of the walls partitions or any part of the Premises or Common Parts nor to make any additions or alterations to the internal arrangement or external appears of the Premises or to the Fixtures and Fittings.
14. To keep in good order the water and drainage system including keeping plug holes unclogged and all electrical and central heating appliances (if any) on the Premises and to protect the Premises and Fixtures and Fittings from damage caused by pipes freezing or frost by ensuring there is adequate heating during frosty periods or when you are away from the Premises.
15. To properly heat and ventilate the Premises and take all reasonable steps to prevent condensation in the Premises.

Insurance

16. Not to do anything or permit anything to be done which would cause any insurance policy on the premises (covering against loss or damage by fire or other risk) to become void or voidable or which might cause the premium to be increased.

Use of the Premises

You agree:

17. That you intend to occupy the Premises as part of a cohesive group living as one household.
18. Not to store bicycles in the Premises or Common Parts.
19. Not to work on any motor vehicle motor cycle or bicycle inside or outside the Premises or Common Parts.
20. Not to allow anyone to sleep in the Premises or use them as a residence except for adult visitors to you who main stay for a maximum of 3 nights in every 7. You must be on the Premises when a visitor stays overnight.
21. Not to use of have on the Premises any TV without a valid licence obtained by you at your own costs.
22. Not to smoke in the Premises or the Common Parts.
23. Not to affix anything to the internal walls or wood surrounds of the Premises or Common Parts either by nails, drawing pins, sellotape or any other adhesive fixing.
24. Not to introduce or install any oil or paraffin heaters or keep any paraffin petrol or other flammable liquid in the Premises or Common Parts for any reason or to keep or light any candles incense sticks or burners or to light open fires within or around the Premises including in any fireplaces.
25. To be liable for any damage caused by taps being left running in the Premises.
26. Not to stall any personal effects or belongings in the cellar or basement of the building that might compromise the Premises.
27. Not to leave the Premises unoccupied at any time without locking all external doors and windows.
28. To comply with Acts of Parliament relating to planning and use of premises and not to do anything that would require permission under legislation, and to permit the Landlord to enter the Premises to comply with any lawful requirement under the Planning Acts even if that restricts enjoyment of the Premises.

University Student Conduct Regulations and Disciplinary Procedures

29. To comply with the stipulations and conditions set out in the University Student Conduct Regulations and Disciplinary Procedures or any amendments thereto which may be made by the Landlord from time to time.

Utilities

30. To pay all the standing and other charges include VAT for:
- Gas or electricity;
 - Telephone charges including rental, calls and internet charges;
 - Cost of meter readings, connection charges and deposits as required and so as to retain those services for the Landlord at the termination of the tenancy if so required.
 - The water supply if metered, but not otherwise;
 - All water service charges; and
 - If during the tenancy you receive four weeks written notice from the Landlord that the water supply will be metered then the Tenant will pay the water charges from the date which that notice expires.
31. To notify the suppliers of gas, electricity, other fuel (except water) and telephone services to the Premises that this tenancy has begun.

Animals and Pets

32. Not to keep or permit on the Premises any animals, birds, reptiles or other similar creatures.

At the end of the Tenancy

33. At the end of the tenancy to:
- Immediately vacate the Premises,
 - Return the keys to the Landlord. If you fail to do so the Landlord shall be entitled to charge you £75 (seventy-five pounds) plus any costs in excess of that amount for a locksmith to provide new locks and keys.
 - Remove all belongings from the Premises. Any belongings remaining after you have vacated will be stored for four weeks and will then be disposed of if not collected. You will be liable for the cost of storage and disposal.

Vacating the Premises

34. If you vacate the Premises during the Term, you will remain liable to pay Rent and other monies payable under the Tenancy until the term expires or the Premises are re-let whichever is earlier whether or not you choose to continue to occupy the Premises.
35. Not to leave the Premises unoccupied for longer than two weeks at any one time (save during University vacations) without first informing the Landlord in writing one week before leaving the Premises unoccupied.

Change in Tenant's Circumstances

36. To notify the Landlord in writing immediately you cease to attend your designated course before the normal expiry date of the course.

37. You must notify the Landlord in writing immediately you cease to be a full time student.

Locks

38. Not to change the locks or install any additional locks.

Notices

39. To comply with the terms of any lease or tenancy agreement under which the Landlord holds the Premises.

Notices

40. To give the Landlord promptly a copy of any notice or other received concerning the Premises or any neighbouring property and to take all reasonable or necessary steps to comply with any notice or order without delay.

SCHEDULE TWO

Agreements and Declarations

1. If at any time during the term of this Agreement any rent is in arrears for 28 days without the need for formal demand or if you break any of your obligations, it shall be lawful for the Landlord at any time after that to re-enter upon the Premises or any part of them in the name of the whole and upon re-entry this tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of covenant by you contained in this Tenancy.
2. The Landlord shall be entitled to end this tenancy at any time on giving one month's written notice if:
 - a. You have ceased occupation of the premises for more than 21 days (save during University vacations);
 - b. You should cease to be a full-time student attending a designated course with the Landlord;
 - c. Any notice under this agreement shall be in writing and shall be sufficiently served on you if sent by pre-paid post addressed to you at the Premises or if delivered to the Premises.
3. This tenancy is a letting to a student as specified by paragraph 8 or Schedule One of the Housing Act 1988 and is not an assured (or assured shorthold) tenancy as defined by the said Housing Act 1988 (as amended by the Housing Act 1996).
4. The address of the Landlord for the purposes of Section 48(1) of the Landlord and Tenant Act 1987 for service or notices by the Tenant on the Landlord shall be the Student Accommodation Manager, oxford Brookes, University, Lloyd Building, Headington Campus, Oxford OX3 0BP.
5. It is hereby certificated that this tenancy has not been granted pursuant to any agreement for lease enforceable by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.