

New Era Living Short Term Let

Terms & Conditions

1. Booking and checking in

- a. **Age Requirements:** All Guests must be over the age of 18. All reservations are to be pre-paid at the time of booking and by Bank Transfer only. Payment in full must be made, and cleared funds received before check in. Our Bank details will be provided on our invoice upon booking.
- b. **Check in documents :** All Guests must provide passport photo ID along with Visa details an/or right to live / stay in the UK . You will need to provide your ID upon booking and you will need to bring the original documents with you upon check – in. We will need the full name, age, address and ID of all Guests.
- c. **Visa Requirements:** If you have a valid visa, your right to stay in the UK must exceed the length of the booking. Please bring your visa / proof of the right to stay for each Guest with you on check in.
- d. **Rates per Guest per day** - As advertised , subject to change and availability. A maximum of two Guests can stay in each Room (*note there is only one small double bed or one standard double bed in each Room – to be confirmed upon check in)
- e. **Published Rates:** All rates quoted are per Room per night or per week , subject to availability and inclusive of VAT at the current rate. All published prices are subject to change.
- f. **Administrative charges :** An administrative charge of £60 will be added to each booking, at our discretion.
- g. **Deposit:** A deposit sum will be taken per Room, payable by bank transfer, fully returnable following your stay if the Room/ Cluster is returned in an undamaged condition. This is applicable to any Guest staying with us for more than 28 consecutive days.

- h. **Check in requirements :** If you cannot meet the check in requirements (for example proof of ID, visa requirements etc.) and are consequently denied entry to the Room, no refunds or stay extensions can be given to any Guest who is unable to meet our check in requirements.
- i. **Check in –** Any time after 2pm
- j. **Check Out –** Before 12pm (note late check out fees and conditions apply – see below)
- k. **Booking Cancellation:** If you cancel your booking, for any reason whatsoever, we are unable to provide a refund unless replacement Guest is found to cover the full length of your stay (or any proportion of which has been cancelled).
- l. **Cancellation charges** You agree that the above cancellation charges are a fair and genuine estimate of the loss that we would incur on the cancellation of a booking.
- m. **Late Check Out:** Late check after 12pm, is subject to availability and subject to our discretion. A Late check out fee will be charged at a standard rate. Please contact reception directly to arrange this in advance. This will need to be paid in advance of the late check out.
- n. **Insurance :** We strongly recommend that all Guests obtain appropriate travel and personal insurance cover (this includes personal belongings).
- o. **Alterations to booking requested by Guest** If a Guest wishes to alter their booking (e.g. change the dates of stay or the accommodation requested), New Era will accommodate reasonable requests where they are able to do so, however, we cannot guarantee that it will be able to do so and we accept no liability for any loss, damage or additional expense that may be incurred in these circumstances.
- p. **Amendment requests** will only be considered least 14 days prior to arrival. New Era are not able to consider accommodation requests less than 14 days prior to arrival. Additional costs may be incurred if the cost of accommodation on the new nights varies from the previous booking. All amendment requests must be received in writing. Any amendments will be entirely at our discretion and are subject to availability. There will be an additional administrative charge of £50 to amend your stay per Room.

2. Your stay with us

- a. **Luggage Store:** We are unable to store any luggage prior to arrival and after departure. Your luggage is your responsibility.
- b. **Fobs** - you will be provided with a security fob for the main block Building door and the Room that you are staying in. Please ensure that these are returned upon check – out. Any key or fob replacement costs will be deducted from your deposit.
- c. **Lost Property:** Any valuable property left behind by Guests will be stored as per our lost property procedure. Food and drink and toiletry items are discarded.
- d. **Smoking:** All public and shared areas, Rooms, Clusters and all areas of the Building are strictly Non-Smoking and a fine will be automatically charged to you for all costs incurred by us to fumigate/ for cleaning .
- e. **Deposit:** We may deduct from the deposit any money required to make good any breakages, losses or damage to the Building and/or the Room or Cluster or the Contents (listed in the inventory attached to these T&C's) caused by your failure to take reasonable care or to replace any of the contents which may be missing. Should any of the property or contents require specific or additional cleaning, we will deduct this from the deposit . The Room should be returned to us in the same condition as you found it upon check in . If the deposit is not sufficient to cover the cost or no deposit is paid, then we reserve the right to invoice the Booker or Guest directly for these charges. Any balance on the security deposit will be refunded.
- f. **Noise and nuisance:** Guests causing any nuisance to other Guests eg. noise will be asked to vacate their Rooms permanently within 24 hours. Guests are required to behave in a responsible manner, respect Room and their fellow Guests and keep noise to a minimum between the hours of 9pm and 7am. This includes causing any sort of nuisance or disruption to fellow Guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person.
- g. **Number of Guests:** the maximum number of Guests in any one Room is two (please note our Rooms are furnished with one small double bed or one standard double bed – to be

confirmed upon check in) Extra/additional overnight Guests will not be permitted. Additional Guests cannot be added to a Room once you have checked in. The maximum number of Guests upon check in, in any one Room is two. If only one Guest is registered at check in, no further Guests are permitted without notice and without our permission in writing. Any additional Guests will be charged additionally for their stay before they arrive.

- h. **Maximum length of stay** – Guests are welcome to stay with us at New Era up to a maximum of 18 weeks. We are unable to accommodate a stay for any Guest of more than 18 weeks at any one time at the New Era aparthotel/Rooms/ Clusters. This is intended as a short term stay / holiday let. Prices vary based on length of stay and will be charged accordingly.
- i. **Child Policy** All Guests must be over the age of 18 years.
- j. **Pets:** Pets are not allowed in our Rooms and/or Clusters- all of our Rooms/ Clusters are pet free (with the exception of disability assistance as described below).
- k. **Disability assistance:** If you or any other Guest of the Room has special needs or a disability assistance dog, please let us know at the time of booking. You are also required to confirm to us no later than 24 hours before arrival that you still require a Room with adjustments or that is suitable for an assistance dog. Please note that Rooms are subject to availability and we cannot guarantee availability in advance.
- l. **Unreasonable behaviour** : In a small number of cases some Guests may act in an unreasonable way when using our services, or if they have a complaint, pursue their complaints in a way that can impede the investigation of their complaint, or take up a disproportionate amount of employees' time and resources. The unreasonable behaviour can be displayed during or after a complaint has been investigated. Our staff have the right to undertake their work free from aggression or abuse and we expect them to be treated with courtesy and respect. Such behaviours will not be tolerated and your stay may be terminated as a consequence.

3. Your use of the Room :

You agree to :

- a. use the Cluster/ Room and Building for short term residential let/ holiday let purposes
- b. Not to operate any form of business from the Room/Cluster;

- c. Not to Use the Room/Cluster or Building for any illegal or immoral purpose;
- d. Not to Consume or keep illegal drugs at the Room/Cluster or Building;
- e. Engage in drunken, lewd, threatening, abusive, violent and/or any anti- social behaviour
- f. Not to smoke anywhere in the Cluster/Room or Building (this includes the use of e- cigarettes)
- g. Not to bring to the Room/ Cluster, or any part of the Building, any items that can cause a fire hazard, including but not limited to: candles, fairy lights, incense, lighters, matches;
- h. All electrical equipment used / brought in the Room / Cluster or Building must be UK certified and pat tested. Any electrical appliances not purchased in the UK must be UK portable appliance testing (PAT) before using these appliances in the Room/Cluster or Building;
- i. Not to install and/or use any electric heaters or portable electric heaters except those already installed by us.
- j. Electric bikes and/or scooters must not be stored or kept in the Room/ Cluster or the Building at any time.
- k. Not to Carry out any action that would cause damage or deterioration of the Cluster/Room or Building.
- l. Not to Obstruct any corridor or emergency exit in the Room/Cluster or Building
- m. Not to Damage, misuse, inhibit or render inoperative any safety equipment, fire safety equipment, or alarm system or smoke detectors anywhere in the Room/Cluster or Building.
- n. Not to dispose or allow any objects to fall out of the windows in the Building, Cluster or Room
- o. Block the drains serving the Room and/or Cluster or Building or do anything which may cause any of the drains to block
- p. You agree to use the Room, Cluster and the Building in a reasonable and responsible manner at all times.
- q. You agree not to display any items in the windows in the Rooms or the Cluster or anywhere in the Building, or hang items out of the windows, such as signs, laundry, flags, posters etc.
- r. You agree not to hold parties or events in the Cluster/Room or anywhere in the Building.

4. Our right to Terminate your stay

- a. We may terminate your short term stay / holiday let under this agreement / Terms and Conditions at any time where you are in breach of any part of these Terms and Conditions or any other agreement made with New Era or their supplier of services provided in relation to your occupation of the Room/Cluster.
- b. You may terminate your stay only in accordance with the terms of these terms and conditions (you will still be charged in full for the full length of your booking, unless a replacement Guest can be found for the remainder of your stay. Any replacement Guest must be approved by New Era) and cancellation provisions in this Agreement with us.

5. Facilities/Services Included During your Stay

- a. All Rooms/Clusters come fully furnished and include the items as listed in our inventory attached to these terms and conditions
- b. As part of your stay, you are granted access to the Common Room, Common Areas, gym and laundry room (the laundry facilities are self service and additional charges apply).
- c. No items may be removed from the Cluster/Room. All items listed in the inventory must remain in situ throughout your stay with us and must remain in the Room/Cluster upon / after check out.
- d. All prices quoted are inclusive of wifi connection. Details are provided upon check in.
- e. All prices quoted are inclusive of all charges in respect of the following utilities: Electricity, Water, and Buildings/Contents Insurance for any items supplied by us. Please note that our insurance does not cover your personal possessions/effects or those of any other Guest.
- f. Our insurance policy has an excess payment, please note you will need to pay the excess in respect of any damage that you cause to our Building/Contents which is covered by our insurance.
- g. Except in the case of normal wear and tear you are responsible for any damage / breakages or missing items to/from the Room/Cluster or its contents (including but not limited to replacement of any items missing from the inventory) during your stay which has occurred due to the negligence, willful default or irresponsible behaviour on the part of yourself or those occupying the Room/Cluster or their Guests. Any damage must be reported to New

Era without delay and will be payable by you (except for fair wear and tear). Any damage to the Cluster, Room or Building or its contents will be charged in full on a full recovery basis.

- h. We will ensure that your Room/Cluster is cleaned to a high standard and that the Room/Cluster and all fixtures and fittings are in good repair before allocating it to you.
- i. We may conduct visits to the Room / Clusters (including the shared Common Area / kitchen areas) to check the condition of the Room/ Cluster and some of the fixtures and fittings for maintenance / health & safety purposes. We will provide you with 24 hours notice of our intention to visit your Cluster/Room prior to the visit taking place (except in case of emergency). In addition, an in exception to this, our staff conduct a maintenance and Health and Safety check to the shared kitchen and corridor Common Areas (as applicable) twice per week.
- j. The price quoted excludes any additional Room/Cluster cleaning service. This is not a typical hotel service where the Clusters are cleaned during your stay, you will need to make your own arrangements for your Cluster/Room to be cleaned.
- k. We will keep the fabric and structure of the Building the utilities and conduits for the provision of water, sanitation, drainage, electricity any appliances, furniture, fixtures or fittings we have supplied in good repair and proper working order.
- l. We are not liable for any repair until it has been notified to us. We are entitled to a reasonable time to make any repair that is required having regard to its seriousness., your circumstances, the time of day, any public holidays, and the availability of necessary parts. Where we cannot make a repair in a reasonable time, we are entitled to require you to move to an alternative accommodation.

6. Our contract with you

- a. Signature (or e signature) and submission of the Guest check in form will constitute your acceptance of and agreement to these Terms and Conditions.
- b. Your booking (and confirmation of the booking from us or a third party provider) constitutes an offer to us to enter into a contract to hold space for your use within the Building at New Era Square. The contract is formed on the Terms and Conditions set out on our website and is annexed to / linked to the Guest check – in form.

- c. When you check in to the Cluster /Room, you will be regarded as an excluded occupier. Your stay with us is a temporary stay / holiday let accommodation and the provisions of The Housing Act 1988 are specifically excluded.
- d. The Rooms / Clusters are not for use as the principal, additional home or residence of Guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation (up to a maximum of 18 weeks). No persons other than the Guests have the right to use the Room/Cluster. These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended),
- e. We cannot guarantee an exact Cluster or Room number prior to arrival. The maximum Guests in a Cluster is determined by the number of beds and availability (one small double bed or standard double bed , a maximum of 2 Guests – to be confirmed upon check in). If the maximum number is exceeded then we may refuse access to the accommodation Room/Cluster and/or reserve the right to charge for additional Rooms/Clusters.
- f. We reserve the right to relocate you to an alternative Room / Cluster during the course of your stay should it be required. This Cluster/Room will be of a similar size and quality to the one you have booked. We do not agree to provide you with a specific Cluster/Room at the location requested at booking. If we have to downsize your Cluster/Room we will reimburse you any difference in the fees.
- g. If any provision of these Terms and Conditions is found to be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect.
- h. Except where otherwise expressly stated in these Terms & Conditions, we regret that we cannot accept liability or pay any compensation where the performance (or prompt performance of our contractual obligations) is prevented by events beyond our control as a result of Force Majeure. For the purposes of these Terms & Conditions, Force Majeure means any event which we (or the supplier of services in question) could not, even with due care, foresee or avoid. These events may include (but are not limited to) the following: act of God, outbreak of hostilities, civil commotion or disturbance, acts of terrorism, rioting, revolution, the act of any government or authority (including but not limited to refusal or

revocation

of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

- i. Nothing in these Terms and Conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.
- j. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).
- k. For all bookings, other than with regard to personal injury or death, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with incomplete or non-performance, will be limited to a maximum refund of the total price paid for the particular booking concerned.
- l. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of these Terms and Conditions and submit all disputes to the jurisdiction of those courts.
- m. This agreement permits you or any Guest named by you to us at the time of booking to stay at a specific type of Cluster/Room (as provided by us and subject to availability) within a Building operated by New Era and permits you and those Guests access to that Room/Cluster through Common Parts of the Building for the occupancy period that you have booked and for any extension we agree (up to a maximum of 18 weeks). This permission is conditional on prompt payment of a fee and subject to appropriate behaviour on your part in line with these Terms and Conditions.
- n. We hope we will not need to, but we can withdraw that permission at very limited notice if we need to. This licence does not grant you or any other party a right to stay in a specific Room/Cluster or create any form of legal interest in the Room , Cluster, Building, Common Area or other any other property. This is intended as a temporary, short stay accommodation

/ holiday let. Nothing in this document or any other agreements creates a tenancy in respect of any property.

7. Liability For Damage To or Loss of Guest's Property

- a. We at New Era will not be held liable for loss of, or damage to any property or personal belongings or personal effects of any Guest or person staying at or visiting the Room/ Clusters or Building and or its general facilities and area.
- b. New Era are not liable for and does not provide insurance for personal property and effects. Vehicles parked in the car park at New Era Square are done so at the risk of the Customer. You should refer separately to the terms and conditions of the APCOA managed car park.
- c. Personal belongings kept in a Room/ Cluster are done so at the Guest's own risk and we do not take any responsibility for any loss or theft.
- d. We strongly recommend that Guests make their own arrangements for travel & motor insurances to cover any such losses.
- e. To the extent permitted by law, neither we nor any of our officers, directors, employees, representatives or agents shall be liable to you or any Guest (whether in contract, tort or otherwise) for any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation and our liability to you shall be limited to the total charges paid by you in relation to the booking in relation to which the relevant liability arose

8. Accommodation Amendments by New Era

- a. Whilst all reasonable efforts have been taken by New Era to ensure that bookings made under these Terms and Conditions are able to proceed, we reserve the right to relocate any booking to accommodation of similar size and standard in the locality (up to the same value of the booking at New Era). The Guest acknowledges that New Era accept no liability for any loss or damage suffered by or caused to the Guest as a consequence of the relocation.
- b. In exceptional circumstances New Era may find it necessary to cancel your booking. If this occurs New Era will refund any sum the Guest has paid which shall constitute a full and final settlement of any liability New Era may have to the Guest as a result of such cancellation.

- c. New Era will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled, if it is unable to perform its contractual obligations as a result of events beyond its reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions.

9. Damage to our property

- a. In the event of malicious, wilful or negligence of the Room, Cluster, Building, or other property damage to the Building or Estate at New Era, New Era will charge the amount of any loss sustained, including business interruption losses to the registered Guest. New Era may pursue the matter through civil courts.

10. Complaints

- a. We want to provide our Guests with excellent service and a high level of quality in how we handle complaints. But if a Guest is unhappy with something we do, or the service we've provided, they should contact us directly and we'll try our best to resolve the problem.
- b. We'll always help our Guests understand what they can expect from our service. We understand Guests will contact us about their complaint to discuss it or provide further updates. All reasonable requests will be dealt with in a timely manner during normal working hours. For out of hours emergencies, you may contact New Era security reception (24 hour)

11. Amendments to Terms & Conditions

These terms may be subject to change and amendment at any time and without notice. Prior to and following your check-in, please consult the website for the most up-to-date Terms and Conditions.

12. How we use your personal details and information

- a. The personal details that you provide to New Era are for the purpose of processing your booking for accommodation. From time to time, we may share your details with third parties who help us to carry out our services (for example, if you check in after 7pm, the

Building security company (IPM) will check you in, and will have the necessary information to check you in to your Room) ; if you would prefer we didn't do this, please let us know. Further details are available on our privacy policy [link to our privacy policy](#) (need to be on the website also)

- b. We work within the guidelines and requirements of the Data Protection Act 1998 (DPA) and the General Data Protection Regulation (GDPR).

13. Our Definitions

- a. **“New Era”, “we”, “us” or “our” “New Era Square”** means New Era living Limited , a company registered in England and Wales with the registered number **10850991** whose registered address **Office 2, 10 New Era Square, Sheffield, England, S2 4BF** (including, where appropriate, our employees, suppliers and agents, and insurers (where appropriate)).
- b. **“You”, “Guest”, “Occupant”** means the party making a booking for a Room with New Era and/or any other person who have been named to New Era as occupying a Cluster at New Era Square.
- c. **“Building”** means the any part of the structure and/or part of the New Era Square estate/ development which the Rooms/ Cluster forms part of along with any Common Parts, Common Areas and approaches, or grounds dedicated to the use of the Building
- d. **“Common Parts”** means the entrance lobby, stairs, corridors, common rooms, gym, laundry room, lifts, common kitchen areas and any other common areas within the Building provided for the benefit of all Occupants of the Building;
- e. **‘Room’** means the individual room that we allocate to you, within the Building. The room number will be provided upon check in, and will appear on your check in form - subject to the terms set out in these Terms and Conditions.
- f. **‘Cluster’** means a cluster flat in block D, of which your Room forms part (if you are a Guest of a Room in Block D only . Not all of our Rooms are part of a Cluster. Some are self contained studios, this is clearly defined and confirmed upon booking). There may be

other Guests occupying other Rooms within the Cluster. Each Cluster contains 6 or 7 Rooms and a common / communal kitchen area.

New Era Square 6+ Months Term Let

Studios & Apartments

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Administration Fee: see Administration Fee in the Particulars;

Building: see Building in the Particulars;

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: see Deposit in the Particulars

Deposit Scheme: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Fair Usage Policy: the policy which is found on the Landlord's website and as may be applicable from time to time.

First Rent Payment Date: see First Rent Payment Date in the Particulars

Free Gift and Value: see Free Gift and Value in the Particulars.

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

Lawful Occupiers: those persons listed as Tenant(s) in the Particulars.

LTA 1985: Landlord and Tenant Act 1985.

Property: see Property in the Particulars.

Rent: See Rent in the Particulars.

Rent Discount: see Rent Discount in the Particulars.

Rent Payment Dates: See Rent Payment Dates in the Particulars

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: see Term in the Particulars

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to writing or written includes fax and email.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 At the request of the Guarantor, the Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. CONTENTS

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the Deposit Scheme in which the Deposit is held.

4. RENT

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 5.0% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should

have been paid until the date the rent is actually paid.

- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Building and/or the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Building and/or the Property is fit for occupation and use.

5. DEPOSIT

- 5.1 The Tenant shall pay the Landlord the Deposit within 3 days of the date of this agreement failing which this agreement will be terminated and the Tenant will vacate the Property and the Building.

ALTERNATIVE: The Landlord acknowledges receipt of the Deposit from the Tenant.

- 5.2 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 Building and/or the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Building and/or the Property or Contents;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any Rent which remains unpaid;
 - (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1; and
 - (e) pay for the fees as set out in under clause 15.8.

6. DEPOSIT SCHEME ARRANGEMENTS

- 6.1 The Deposit is protected by My Deposits Limited, First Floor, Lumiere, Elstree Way, Borehamwood, Hertfordshire, England, WD6 1JH. The Deposit is held by the Landlord.
- 6.2 The Landlord has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the Deposit Scheme.
- 6.4 The Landlord and the Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.
- 6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

7. USE OF PROPERTY

7.1 The Tenant shall

- (a) be a registered student of a university or college in the city of Sheffield for the entire Term and provide evidence of this (ie. student ID, NUS card) immediately upon the Landlord's request;
- (b) be bound by and observe any disciplinary codes/rules/regulations relating to student occupancy of residential property as published by the Tenant's university or college;
- (c) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
- (d) have access to the common areas of the Building for the purposes of access to and use associated with the Property;
- (e) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Particulars;
- (f) subject any electrical appliances not purchased in the EU/UK to UK portable appliance testing (PAT);
- (g) notify the Landlord for any period of absences from the Property of five days or more;
- (h) notify the Landlord in the event the Tenant loses the keys and/or fob for entry to the Building and/or the Property and shall pay the cost of new keys and/or fob to the Building and/or the Property as the Landlord may charge;

- (i) fully co-operate with the Landlord in relation to any requirements and/or conditions relating to the safety and security of the Building and/or the Property;
- (j) comply with any reasonable instructions for the Landlord in relation to the use of the Property and/or the Building;
- (k) indemnify the Landlord of any insurance excess of up to £350 for any claim on the Landlord's policy which is a result of action or inaction by the Tenant or otherwise caused by the Tenant; and
- (l) not permit anyone other than the Lawful Occupiers to occupy the Building and/or the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

7.2 The Tenant shall not:

- (a) use the Building and/or the Property for the purposes of conducting a business;
- (b) keep any pets or any other animals on or in the Building and/or the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld);
- (c) bring unto the Property, or any part of the Building, any items that can cause a fire hazard, including but not limited to: candles, fairy lights, incense, lighters, matches;
- (d) smoke in the Building and/or the Property (including e-cigarettes);
- (e) set off or tamper with the fire alarm in the Property, or any party of the Building, without due cause;
- (f) dispose or allow any objects to fall out of the windows in the Building and/or

Property;

- (g) install and/or use any washing machine or portable washing machine in the Property;
- (h) block the drains serving the Property and/or Building or do anything which may cause any of the drains to block;
- (i) install and/or use any electric heaters or portable electric heaters in the Property except that which is already in place or permitted by the Landlord;
- (j) consume excessive amounts of alcohol or use drugs;
- (k) engage in drunken, lewd, threatening, abusive, violent and/or any anti- social behaviour;
- (l) harass any member of the opposite sex;
- (m) litter in the Building or to leave rubbish in any other place in the Building except in the designated area;
- (n) ...

7.3 The Tenant shall not do anything to or on the Building and/or the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.

7.4 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

8. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not

to be unreasonably withheld). For the avoidance of doubt, the Tenant remains bound by this agreement until such time it is discharged or assigned.

9. REPAIRS AND ALTERATIONS

- 9.1 The Tenant shall keep the interior of the Building and/or the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 9.4 The Tenant shall promptly inform the Landlord of any broken window/glass at the Building and/or the Property. The Tenant shall pay for the cost of replacement of the window/glass where the breakage is caused by the Tenant, or the Tenant's family or visitors.
- 9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Building and/or the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.
- 9.6 The Tenant shall not make any alteration, addition, or redecorate the Building and/or the Property.

10. UTILITIES, OUTGOINGS AND OTHER

- 10.1 The Rent includes all charges for gas, electricity, water and sewerage services, telephone, broadband, cable or satellite television (if the Property has these) used by the Tenant at the Property subject to the Fair Usage Policy.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 10.4 The Tenant shall pay for a television licence for the Property if a licence is required.

10.5 The Tenant shall pay the Council tax for the Property (if required).

10.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

11. LANDLORD'S COVENANTS

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.

11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property 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) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

12. DEFAULT BY THE TENANT

12.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 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 the agreement; or
- (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall indemnify the Landlord for its losses including payment of any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13. GUARANTEE AND INDEMNITY

13.1 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.

13.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 13.1 to indemnify and keep indemnified 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.

13.3 The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.

13.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (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;
- (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; or
- (e) the Tenant dying or becoming incapable of managing its affairs.

14. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

14.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;
- (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (f) to show prospective tenants or purchasers around the Property.

14.2 The Landlord has the right to retain a set of keys to the Property which may be used to enter the Property without the prior consent of the Tenant (including in an emergency).

15. EXPIRY OF THE TENANCY

15.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

15.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988 on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

15.3 The Landlord has the right to recover possession of the Property if:

- (a) the Term has expired;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

15.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

15.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and disposal charges. The Landlord will remove and dispose the items as soon as the tenant has checked out. The Tenant will be liable for the reasonable costs of disposal. The costs of removal and disposal may be deducted from any sale proceeds, if any.

15.6 The Tenant shall return the Property in a clean state and in the same condition (except for normal wear and tear) as it was at the time of the commencement of the Term. The Landlord reserves the right to charge the Tenant a cleaning charge if the Property is returned in an uncleaned stated.

15.7 The Tenant shall indemnify the Landlord against any damage to the Property.

15.8 Further, if the Tenancy comes to an end other than by the expiry of the Term, the Tenant shall pay the Landlord the Administration Fee and (if applicable) a sum equivalent to the Free Gift and Value.

16. VARIATION OF AGREEMENT

16.1 Subject to clause 16.2, no variation of this agreement shall be effective unless it is writing and signed by parties.

16.2 The Landlord reserves the right to vary the terms of this agreement and such variation shall take effect not less than two weeks' after written notice of such variation is given to the Tenant.

17. NOTICES

17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 17.5;
- (b) left at the Landlord's address given in clause 17.5; or
- (c) sent to the Landlord's fax number or email address stated in the Parties clause.

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 to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's fax number or email address stated in the Parties clause.

17.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Guarantor's address stated in the Parties clause;
- (b) left at the Guarantor's address stated in the Parties clause; or
- (c) sent to the Guarantor's fax number or email address stated in the Parties clause.

17.4 If a notice is given in accordance with clause 17.1, clause 17.2 or clause 17.3, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting;
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission; or

(d) if sent by email, at 9.00 am on the next Working Day after sending.

17.5 The Landlord's address for service is Office 2, 10 New Era Square, Sheffield, S2 4BF, United Kingdom or such address as the Landlord may notify the Tenant from time to time.

18. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

New Era Square 6+ Months Term Let

Ensuite Rooms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Administration Fee: see Administration Fee in the Particulars;

Building: see Building in the Particulars;

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: see Deposit in the Particulars

Deposit Scheme: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Fair Usage Policy: the policy which is found on the Landlord's website and as may be applicable from time to time.

First Rent Payment Date: see First Rent Payment Date in the Particulars

Free Gift and Value: see Free Gift and Value in the Particulars.

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

Lawful Occupiers: those persons listed as Tenant(s) in the Particulars.

LTA 1985: Landlord and Tenant Act 1985.

Other Occupiers: the tenants and occupiers of other rooms within the Building, that are entitled to use the Shared Accommodation along with the Tenant; m

Property: see Property in the Particulars.

Rent: See Rent in the Particulars.

Rent Discount: see Rent Discount in the Particulars.

Rent Payment Dates: See Rent Payment Dates in the Particulars

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: see Term in the Particulars

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1. 2 Clause headings shall not affect the interpretation of this agreement.
1. 3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
1. 4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1. 5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
1. 6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
1. 7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
1. 8 A reference to an agreement is a reference to this agreement.
1. 9 A reference to writing or written includes fax and email.
1. 10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
1. 11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
1. 12 References to clauses are to the clauses of this agreement.

1. 13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
1. 14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
1. 15 The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

2. 1 At the request of the Guarantor, the Landlord lets the Property to the Tenant for the Term.
2. 2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. CONTENTS

3. 1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
3. 2 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the Deposit Scheme in which the Deposit is held.

4. RENT

4. 1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
4. 2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
4. 3 The Tenant shall pay interest at the rate of 5.0% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
4. 4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4. 5 If the Building and/or the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Building and/or the Property is fit for occupation and use.

5. DEPOSIT

5. 1 The Tenant shall pay the Landlord the Deposit within 3 days of the date of this agreement failing which this agreement will be terminated and the Tenant will vacate the Property and the Building.

ALTERNATIVE: The Landlord acknowledges receipt of the Deposit from the Tenant.

5. 2 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 Building and/or the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Building and/or the Property or Contents;
- (b) replace any of the Contents which may be missing from the Property;
- (c) pay any Rent which remains unpaid;
- (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 11.1; and
- (e) pay for the fees as set out in under clause 17.8.

6. DEPOSIT SCHEME ARRANGEMENTS

6. 1 The Deposit is protected by My Deposits Limited, First Floor, Lumiere, Elstree Way, Borehamwood, Hertfordshire, England, WD6 1JH. The Deposit is held by the Landlord.
6. 2 The Landlord has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
6. 3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the Deposit Scheme.
6. 4 The Landlord and the Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.
6. 5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.2 .

6. 6 Within twenty Working Days from the end of the tenancy the Landlord shall inform the custodial Scheme Administrator that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.

7. RIGHT TO RENT

7. 1 It is a condition of this tenancy that the Tenant and any occupiers of the Property over the age of 18, at all times maintain a Right to Rent in accordance with and as defined by the Immigration Act 2014.
7. 2 Where the Tenant's Right to Rent expires during the Term, to provide at his own expense evidence of his continued Right to Rent to the satisfaction of the Landlord or its agents.
7. 3 Immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Schedule 1 .

8. USE OF PROPERTY

8. 1 The Tenant must
- (a) be a registered student of a university or college in the city of Sheffield for the entire Term and provide evidence of this (ie. student ID, NUS card) immediately upon the Landlord's request;
 - (b) be bound by and observe any disciplinary codes/rules/regulations relating to student occupancy of residential property as published by the Tenant's university or college;
 - (c) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
 - (d) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Particulars;
 - (e) subject any electrical appliances not purchased in the EU/UK to UK portable appliance testing (PAT) before using these appliances in the Property or Building;
 - (f) notify the Landlord for any period of absences from the Property of five days or more;

- (g) notify the Landlord in the event the Tenant loses the keys and/or fob for entry to the Building and/or the Property and shall pay the cost of new keys and/or fob to the Building and/or the Property as the Landlord may charge;
- (h) fully co-operate with the Landlord in relation to any requirements and/or conditions relating to the safety and security of the Building and/or the Property;
- (i) comply with any reasonable instructions for the Landlord in relation to the use of the Property and/or the Building;
- (j) indemnify the Landlord of any insurance excess of up to £350 for any claim on the Landlord's policy which is a result of action or inaction by the Tenant or otherwise caused by the Tenant; and
- (k) not permit anyone other than the Lawful Occupiers to occupy the Building and/or the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

8.2 The Tenant shall not:

- (a) use the Building and/or the Property for the purposes of conducting a business;
- (b) keep any pets or any other animals on or in the Building and/or the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld);
- (c) bring unto the Property, or any part of the Building, any items that can cause a fire hazard, including but not limited to: candles, fairy lights, incense, lighters, matches;
- (d) smoke in the Building and/or the Property (including e-cigarettes);
- (e) set off or tamper with the fire alarm in the Property, or any party of the Building, without due cause;
- (f) dispose or allow any objects to fall out of the windows in the Building and/or Property;

- (g) install and/or use any washing machine or portable washing machine in the Property;
- (h) block the drains serving the Property and/or Building or do anything which may cause any of the drains to block;
- (i) install and/or use any electric heaters or portable electric heaters in the Property except that which is already in place or permitted by the Landlord;
- (j) consume excessive amounts of alcohol or use drugs;
- (k) engage in drunken, lewd, threatening, abusive, violent and/or any anti- social behaviour;
- (l) harass any member of the opposite sex;
- (m) litter in the Building or to leave rubbish in any other place in the Building except in the designated area;
- (n) affix any items to the walls of the Property or Shared Accommodation either internally or externally using glue, nails, picture hooks, Blu-Tac or sticky tape without the Landlord's prior approval;
- (o) at the end of the tenancy remove all belongings, personal effects, foodstuffs furnishings or equipment of the Tenant from the Property at the end of the Tenancy otherwise they will be considered abandoned. The Landlord or its agents may remove any items remaining at the Property if they can be easily moved and stored and will request the Tenant in writing to collect the items within fourteen days, such notice to be addressed to the Tenant at the forwarding address supplied by him at the end of the Tenancy, or in the absence of any forwarding address, after the Landlord or its agents have taken reasonable steps to trace and notify the Tenant. Should the Tenant not collect and remove the items by the expiry of the notice, then the Landlord may dispose of the items. The Tenant will remain liable for the reasonable costs of arranging the removal, storage and disposal of the items (if necessary) the cost of which may be deducted by the Landlord from the sale proceeds of the items (if any) or from the Deposit. The Tenant will remain liable to pay any outstanding costs over and above any monies recovered.
- (p) If the items referred to in clause (o) above are bulky, heavy or unwieldy (either

individually or as a collection) and which may inhibit or unreasonably inconvenience the Landlord or other persons immediate ability to comfortably occupy or make use of, or re-let, or sell the Property, or any part of the Property, then the Tenant agrees to compensate the Landlord at a rate equivalent to the daily Rent until the Tenant collects and removes the items in line with the notice as set out in clause (o) above, or until the Landlord removes, stores or disposes of the said items at the end of the notice period. The Tenant will remain liable for the reasonable costs of arranging the removal, storage and the disposal of the items (if necessary), the cost of which may be deducted by the Landlord from the sale proceeds (if any) or from the Deposit. The Tenant will remain liable to pay any outstanding costs over and above this.

- (q) The Tenant must not keep or allow any animal, bird or reptile at the Property without the Landlords prior consent, nor allow his invited guests to visitors to do so. If consent is given for the keeping of any animal it may be withdrawn at any time with proper notice and reasonable justification.

8. 3 The Tenant shall not do anything to or on the Building and/or the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 13.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.

8. 4 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

8. 5 The Tenant shall pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses incurred by the Landlord in connection with incidental to consequent upon or (where appropriate) in contemplation of:

- (a) every application made by the Tenant for a consent or approval required or made necessary by the provisions of this Agreement whether it is granted refused offered subject to qualifications or the application is withdrawn; and/or

- (b) any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from in accordance with a break clause.

9. SHARED ACCOMMODATION

- 9.1 The Tenant shall have access to the common areas of the Building (other than the Shared Accommodation) for the purposes of access to and use associated with the Property;
- 9.2 The Tenant shall also have access to the Shared Accommodation and be entitled to use this Shared Accommodation and the facilities within it, in common with the Other Occupiers.
- 9.3 The Tenant acknowledges that they do not have the exclusive right to use or occupy the Shared Accommodation and that the Landlord, its agents, employees and contractors can access the Shared Accommodation at any time for any lawful purpose.
- 9.4 The Tenant must not leave or place any article or thing in or on the Shared Accommodation or any of the common areas of the Building so as to cause any obstruction and the Landlord shall be entitled at the expense of the Tenant to remove and store any article or thing which shall be so left or placed in contravention of this provision.
- 9.5 The Tenant must ensure that at all times when the Property or the Building are vacant then all external doors and windows in the Shared Accommodation or the Property are properly locked or are otherwise properly secure.
- 9.6 The Tenant must not in any way impede obstruct or interfere with access by the Landlord or any other person to the Building or the use or occupation of any part of the Building which does not form part of the Property.
- 9.7 The Tenant must not occupy or use any part of the Building (other than the Property the Shared Accommodation or any common areas of the Building which the Tenant is entitled to use).
- 9.8 The Tenant must amicably and peaceably use the Shared Accommodation and must not interfere with any other person entitled to use the same.
- 9.9 The Tenant must ensure that all rooms comprised in the Property and the Shared Accommodation are kept properly ventilated.
- 9.10 The Tenant must keep the Shared Accommodation clean and tidy (in the condition set out in the Schedule of Condition, if any).
- 9.11 If the Shared Accommodation includes a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

10. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld). For the avoidance of doubt, the Tenant remains bound by this agreement until such time it is discharged or assigned.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Building and/or the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 11.3 The Tenant shall promptly inform the Landlord of any broken window/glass at the Building and/or the Property. The Tenant shall pay for the cost of replacement of the window/glass where the breakage is caused by the Tenant, or the Tenant's family or visitors.
- 11.4 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Building and/or the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.
- 11.5 The Tenant shall not make any alteration, addition, or redecorate the Building and/or the Property.

12. UTILITIES, OUTGOINGS AND OTHER

- 12.1 The Rent includes all charges for gas, electricity, water and sewerage services, telephone, broadband, cable or satellite television (if the Property has these) used by the Tenant at the Property subject to the Fair Usage Policy.
- 12.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 12.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 12.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 12.5 The Tenant shall pay the Council tax for the Property (if required).
- 12.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

13. LANDLORD'S COVENANTS

- 13.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 13.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 13.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 13.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 13.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property 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) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 13.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 13.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

14. DEFAULT BY THE TENANT

- 14.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 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 the agreement; or
 - (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.
- This clause 14.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 14.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force and available to the Landlord.
- 14.3 will not whilst the Tenant is residing in the Property physically retake possession without first obtaining a court order.
- 14.4 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall indemnify the Landlord for its losses including payment of any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

15. GUARANTEE AND INDEMNITY

- 15.1 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.
- 15.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 13.1 to indemnify and keep indemnified 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.
- 15.3 The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.
- 15.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely

affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (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;
- (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; or
- (e) the Tenant dying or becoming incapable of managing its affairs.

16. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

16.1 Subject to clause 16.3 below, the Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;
- (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (f) to show prospective tenants or purchasers around the Property.

16.2 The Landlord has the right to retain a set of keys to the Property which may be used to enter the Property without the prior consent of the Tenant (including in an emergency).

16.3 In the case of an emergency the Landlord shall not be required to give any notice to the Tenant before exercising its right under clause 16.1 to enter the Property.

17. EXPIRY OF THE TENANCY

- 17.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- 17.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988 on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.
- 17.3 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired;
 - (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this agreement.
- 17.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 17.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and disposal charges. The Landlord will remove and dispose the items as soon as the tenant has checked out. The Tenant will be liable for the reasonable costs of disposal. The costs of removal and disposal may be deducted from any sale proceeds, if any.
- 17.6 The Tenant shall return the Property in a clean state and in the same condition (except for normal wear and tear) as it was at the time of the commencement of the Term. The Landlord reserves the right to charge the Tenant a cleaning charge if the Property is returned in an uncleaned stated.
- 17.7 The Tenant shall indemnify the Landlord against any damage to the Property.
- 17.8 Further, if the Tenancy comes to an end other than by the expiry of the Term, the Tenant shall pay the Landlord the Administration Fee and (if applicable) a sum equivalent to the Free Gift and Value.

18. VARIATION OF AGREEMENT

- 18.1 Subject to clause 18.2, no variation of this agreement shall be effective unless it is writing and signed by parties.

- 18.2 The Landlord reserves the right to vary the terms of this agreement and such variation shall take effect not less than two weeks' after written notice of such variation is given to the Tenant.

19. NOTICES

- 19.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 19.5;
- (b) left at the Landlord's address given in clause 19.5; or
- (c) sent to the Landlord's fax number or email address stated in the Parties clause.

- 19.2 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 to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's fax number or email address stated in the Parties clause.

- 19.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Guarantor's address stated in the Parties clause;
- (b) left at the Guarantor's address stated in the Parties clause; or
- (c) sent to the Guarantor's fax number or email address stated in the Parties clause.

- 19.4 If a notice is given in accordance with clause 17.1, clause 17.2 or clause 17.3, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting;
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission; or
- (d) if sent by email, at 9.00 am on the next Working Day after sending.

- 19.5 The Landlord's address for service is Office 2, 10 New Era Square, Sheffield, S2 4BF, United Kingdom or such address as the Landlord may notify the Tenant from time to time.

20. DATA PROTECTION NOTICE

Pursuant to Regulation (EU) 2016.579 and Data Protection Act 1998 (or in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 it is agreed as follows:

- 20.1 Personal data of both Landlord and Tenant (and where applicable Guarantor details) will be processed and retained by the Landlord or the Landlord's Agent for account, service, transaction and correspondence purposes. The personal data will include name, postal address, telephone number, email address, references, bank details and information related to the formation, performance and termination of this agreement. The information may be processed for and including but without limitation, the purposes of communicating with utility suppliers, local authority, locksmiths, repairers and trades persons, credit reference providers and debt collection agencies; and
- 20.2 The account, service, transaction and correspondence data may be processed by the Landlord or the Landlord's Agent for the purposes of providing the Landlord's Agent's contractual services, including ensuring the security of the Landlord's Agent's services, maintaining back-ups of the Landlord's Agent's database, communicating with the Landlord and Tenant or third parties on their behalf. The Landlord's Agent's legal basis for processing the personal data is the execution of the Landlord's Agent's necessary contractual obligations owed to the Landlord in the formation, performance and termination of this agreement, including regulatory obligations imposed upon the Landlord's Agent pursuant to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the performance of the contract to which the Landlord and Tenant are both a party.

21. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.