

Managing Agent	Fresh Property Group of Third Floor, 7-9 Swallow Street, London WF18 4DE Telephone Number: 0203 617 4430 (and including any person or company who may succeed it as determined by the Landlord)
Landlord	Spring Mews (Student) Limited, acting by its agent Roehampton University of Grove House, Roehampton Lane, London SW15 5PJ Telephone number: 020 8392 3000
I / Me (Tenant)	<i>[Name]</i> _____ <i>of [Tenant Address]</i> _____ _____ _____
Building	Spring Mews, Tinworth Street, London SE11 5EL
Room	Room number _____ Ensuite room in a flat with shared kitchen
Signature of Tenant	_____
Tenancy Period	As stated in offer letter from University of Roehampton
Rent	As stated in offer letter from University of Roehampton
Tenancy Deposit	£ 250.00 (two hundred fifty pounds) (which is safeguarded by the Tenancy Deposit Protection Scheme)
Tenancy Deposit Holder	Fresh Student Living Ltd of Third Floor, 7-9 Swallow Street, London W1B 4DE Telephone Number: 0203 617 4430 (and including any person or company who may succeed it as determined by the Landlord)
Tenancy Deposit Protection Scheme	The scheme is administered by: The Dispute Service Limited, PO Box 541, Amersham, Bucks HP6 6ZR. Telephone Number: 0845 226 7837; Email: deposits@tds.gb.com ; Fax: 01494 431 123 (and including any person or company who may succeed it as determined by the Landlord)

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

Financial Matters

- A1 I agree to pay the Rent, inclusive of the Staffing Service Charge, in full for the whole Tenancy Period, in the instalments and on the dates stated on the offer letter, whether or not I receive a formal request from the Landlord or the Managing Agent.
- A2 I agree to pay the following extra sums, as rent:
- (a) Where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9.
 - (b) Any reasonable costs incurred by the Landlord or the Managing Agent arising from my breach of this Tenancy (including legal fees and court costs).
- A3 I am responsible for obtaining a licence for any television in the Room, and (jointly with other tenants of the Flat) in the Shared Area unless provided by the Landlord or the Managing Agent as a specific local promotion.

Condition and Maintenance

- A4 I accept the Room, the Shared Area, the Room Items and Shared Items as being present and in good repair and condition, unless I inform the Landlord or the Managing Agent to the contrary in writing within 48 hours of moving-in.
- A5 I will use the Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for
- (a) fair wear and tear caused by normal use;
 - (b) any matters that are the Landlord's responsibility under section 11 of the Landlord and Tenant Act 1985; nor
 - (c) any damage covered by the Landlord's insurance policy for the Building.
- A6 I will not
- (a) mark or change the decorative finish of the Room or Shared Area;
 - (b) make any alteration to the fabric or surfaces of the Room or the Shared Area;
 - (c) apply sticky tape or 'blu-tac' or similar adhesive on the walls;

- (d) stick pins, nails or screws into the walls.
- (e) flush sanitary items down the toilet;
- (f) pour oil or grease down the drains nor do anything else likely to block or harm the drains;
- (g) remove any Room Item or Shared Item.

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

A8 I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered by the Landlord's insurance policy for the Building.

A9 If

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

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

- (a) make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and
- (b) deduct such charge from the Tenancy Deposit under the rules in Schedule 4; and if there is a shortfall I will immediately pay the balance.

A10 Where I am responsible for a charge jointly with others, Fresh Property Group will assess the proportion for which I am responsible.

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

Use

- A12 I will move into the Room within 4 weeks of the start of the Tenancy Period.
- A13 Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it.
- A14 I will only use the Room and the Shared Area for private residential purposes.
- A15 I will inform Fresh Property Group if I am likely to be absent from the Room for more than 48 hours (I appreciate this is important for fire safety and security reasons).
- A16 I will inform Fresh Property Group immediately if I cease to be a student in higher education and understand that this agreement will automatically terminate if I am no longer a registered student. I undertake to pay (or indemnify the Landlord for) any Council Tax charge that may be imposed as a result of me ceasing to be a student in higher education during the period that my studentship ceased and I vacate the Room.

Conduct

- A17 I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.
- A18 I will not bring into or keep any of the following in the Building, including the Flat:
- (a) animals;
 - (b) illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;
 - (c) weapons or imitation weapons;
 - (d) liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;
 - (e) anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
 - (f) any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
 - (g) bicycles (except in areas designated by Fresh Property Group).
- A19 I will not do any of the following in the Building:
- (a) anything unlawful;

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

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

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

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

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

A24 I will not obstruct Common Areas.

A25 I will remove all rubbish from the Room and Shared Area at least once every week and dispose of it in the area designated by Fresh Property Group.

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

Insurance

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

A28 Block insurance provided by Endsleigh is included for the rooms at Spring Mews. This covers you, the Tenant, for loss or damage to your contents and portable computer equipment whilst in the Room. I, as the Tenant, will arrange extra cover through Endsleigh if required, full details of which can be requested from University of Roehampton Accommodation Department.

Access

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

- (a) to inspect the condition of the Flat, the Shared Items and the Room Items;
- (b) to carry out works to the Building;
- (c) to perform its obligations under this Tenancy Agreement and under statute;
- (d) to show the Flat to prospective tenants;

End of the Tenancy Period

A30 At the end of the Tenancy Period I will:

- (a) give the Landlord vacant possession;
- (b) return all keys, fobs and other passes;
- (c) remove all personal belongings and rubbish; and
- (d) leave the Room and Shared Area in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

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

Information

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

A33 I consent to the Landlord or the Managing Agent holding and processing my personal information (including sensitive personal data) in order to perform its function as the Managing

Agent of the Building. This may include disclosure to third parties (including the Tenancy Deposit Protection Scheme) who are able to show that they are entitled to receive the information.

A34 I agree to read the Sustainable Living Guide and act responsibly in accordance with it.

B. The Landlord's obligations to me

Quiet enjoyment

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

Insurance

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

B3 The Landlord and the Managing Agent accept no liability for loss or damage to my personal possessions.

Maintenance and services

B4 The Landlord and the Managing Agent will:

B 4.1 keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in good repair;

B 4.2 keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:

(a) basins, sinks, showers, toilets and waste pipes;

(b) electric wiring including sockets and switches and water pipes;

(c) water heaters, fitted wall heaters and central heating systems;

B 4.3 keep all Room Items and Shared Items in good repair and proper working order;

B 4.4 keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;

- B 4.5 keep the laundry facilities in good repair and proper working order;
 - B 4.6 ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;
 - B 4.7 provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.
- B5 I accept that the Landlord and the Managing Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord or the Managing Agent will seek to restore any interrupted services as soon as possible.

Utilities

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

Access over Common Areas

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

Suspension of rent

- C If the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord has insured, then:
- (a) the Landlord will seek offer temporary alternative accommodation, in which case the Rent will continue to be payable; but
 - (b) if the Landlord is unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Shared Area is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.

Repossession and termination

- D1 The Landlord or the Managing Agent may terminate this Tenancy Agreement if any of the circumstances listed in grounds 8, 10-15 inclusive or 17 of Schedule 2 of the Housing Act 1988 (as amended) apply (these include arrears of Rent or any similar sums, breach of this Tenancy Agreement, causing a nuisance or annoyance to neighbours, and illegal activity).
- D2 The Landlord or the Managing Agent may terminate the Tenancy Period early by giving at least 2 months prior written notice to the Tenant if

- (a) the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not occurred within 2 months;
or
- (b) I cease to be a student in higher education;

and the circumstances in section 21 of the Housing Act 1988 apply.

D3 Repossession or termination does not prejudice to any claim the Landlord or the Managing Agent may have against me for any outstanding breach of this Tenancy Agreement.

Temporary alternative accommodation

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

Contact details

- G1 If the Landlord needs to serve any notice on me, it may be delivered by hand or sent by first-class post to the Room address or the address stated on page 1 or any other address I have given to the Landlord or the Managing Agent.
- G2 If I need to serve any notice on the Landlord, it may be delivered by hand or sent by first-class post to the Managing Agent's address stated on page 1.

Schedule 1 - Defined terms and interpretation

- 1 Throughout this Tenancy Agreement, the following terms have following meanings:
 - "Building"**: includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;
 - "Common Areas"**: the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;
 - "House Rules"**: the rules in Schedule 2 and any revisions issued by the Landlord or the Managing Agent from time to time, for the benefit of the Building;
 - "ICE"**: the Independent Case Examiner of the Tenancy Deposit Protection Scheme;
 - "Inventory"**: the Inventory attached at Schedule 2 to this Agreement;

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

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

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

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

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

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

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

- 2 If the Tenant or the Guarantor is more than one person, obligations are undertaken individually and together.
- 3 The term "Managing Agent" includes any person or company who may legally succeed it.
- 4 Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.

Schedule 2 - Inventory

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

Bedroom/Ensuite:

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

Shared Flat Kitchen:

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

Studio Kitchen:

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

Schedule 3 – Tenancy Handbook

The tenancy handbook forms part of your tenancy obligations.

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

Schedule 4 - Tenancy Deposit

At the beginning of the Tenancy Period

- 1 I have paid the Tenancy Deposit to the Landlord, or if so directed, to the Managing Agent.
- 2 The deposit is held by the Tenancy Deposit Holder as stakeholder. The Tenancy Deposit Holder is a member of the Tenancy Deposit Protection Scheme.
- 3 Any interest earned will belong to the Landlord/Agent.
- 4 The Tenancy Deposit has been taken as security for the following purposes:
 - any damage, or compensation for damage, to the Building, the Room, the Shared Area, their fixtures and fittings, the Room Items or the Shared Items or for missing items for which I may be liable under clause A9;
 - the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by me of my obligations under the Tenancy Agreement;
 - any Rent or other money due from me under the Tenancy Agreement of which I have been notified.
- 5 The Tenancy Deposit is safeguarded by the Tenancy Deposit Protection Scheme.

At the end of the Tenancy Period

- 6 The Landlord or the Managing Agent must tell me within 20 Working Days of the end of the Tenancy Period if it proposes to make any deduction from the Tenancy Deposit.
- 7 If there has been no damage, and no sum is due to the Landlord or the Managing Agent, the Tenancy Deposit must be returned to me within 20 Working Days of the end of the Tenancy Period.
- 8 If the Landlord or the Managing Agent proposes to make any deduction from the Tenancy Deposit, any undisputed balance of the Tenancy Deposit must be returned to me within 20 Working Days of the end of the Tenancy Period.
- 9 If the Landlord or the Managing Agent
 - fails to return the Tenancy Deposit and fails to notify me of any proposed deduction within 20 Working Days of the end of the Tenancy Period; or
 - having notified me of any proposed deduction fails to return any undisputed balance of Tenancy Deposit within 20 Working Days after the end of the Tenancy Period

I may refer the matter directly to the Independent Case Examiner of the Tenancy Deposit Protection Scheme ("ICE").

- 10 If there is no dispute the Landlord or the Managing Agent will keep or repay the Tenancy Deposit, according to the agreed deductions and the conditions of this Tenancy Agreement. Payment of the Tenancy Deposit or any balance of it will be made within 10 Working Days after the Landlord and I agree the allocation of the Tenancy Deposit.
- 11 If I intend to dispute any deduction from the Tenancy Deposit proposed by the Landlord or the Managing Agent, I will try to inform the Landlord or the Managing Agent in writing within 10 Working Days after receiving notification of the proposed deduction.
- 12 If after 10 Working Days following notification of a dispute under paragraph 10, and despite reasonable attempts having been made in that time to resolve any differences, the dispute remains unresolved, it will (subject to paragraph 13) be submitted to the ICE for adjudication. The Landlord or the Managing Agent and I agree to co-operate with the adjudication.
- 13 If the Landlord or the Managing Agent notifies ICE of the dispute, it must, at the same time ensure that the amount of the disputed Tenancy Deposit is sent to the Tenancy Deposit Protection Scheme. If I notify ICE of the dispute, the Landlord or the Managing Agent must ensure that the amount of the disputed Tenancy Deposit is sent to the Tenancy Deposit Protection Scheme within 10 Working Days after receiving notification of registration of the dispute. These obligations apply whether or not the Landlord and I wish the ICE to resolve the dispute.
- 14 If the amount in dispute is over £5,000, the Landlord or the Managing Agent and I agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE. However, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Limited from time to time, shared equally between the Landlord or the Managing Agent and me; the liability for any subsequent costs will depend on the award made by the arbitrator.
- 15 My statutory right, and the Landlord's and the Managing Agent's statutory right to take legal action through the County Court remain unaffected by paragraphs 11 or 13.

Schedule 5 - Extra Services

Refer to your broadband provider for up-to date information regarding upgrades to the service.

Signature of Tenant _____

Name of Tenant: _____