

**Campus Living Villages (Cranborne) UK Limited  
ASSURED SHORTHOLD TENANCY AGREEMENT**

**(Student Agreement)**

**UNDER PART 1 OF THE HOUSING ACT 1988  
as amended by THE HOUSING ACT 1996**

*This Agreement is important - Please read it carefully and keep it safely*

THIS AGREEMENT is dated <Current Date> and is made between:-

(1) **The Landlord:** **Campus Living Villages (Cranborne) UK Limited**  
Cranborne House, St Paul's Pl, Bournemouth BH8 8HF  
*(which shall be the Landlord's address for service  
of notices under s.48 Landlord and Tenant Act 1987)*

and

(2) **The Tenant:** whose details are set out in the Schedule below

Explanatory notes: -

The Tenancy is of a room at the Landlord's property specific details of which are set out in the Schedule ('the Property'), located at Cranborne House, St. Pl, Bournemouth BH8 8HF ('the Building'). Where appropriate the expression 'the Building' includes the Landlord's fixtures and fittings and all drains, pipes, wires and cables in the Property.

The Landlord also grants to the Tenant during the continuation of the Tenancy the right to use the kitchen and other communal areas in the Property, as well as the other communal areas, facilities and grounds in or at the Building (unless otherwise specified below).

The expression 'Term' includes the initial Fixed Term granted by this Agreement and any agreed extension of it.

The Tenancy begins on the date in the Schedule below and is granted for the Term and the Property is let on the terms and conditions set out in this Agreement.

The Landlord's agent is the person or company notified by the Landlord to the Tenant from time to time as being the Landlord's agent for the purposes of this Agreement ('Landlord's Agent').

<p><b>THIS TENANCY AGREEMENT IS A LEGAL DOCUMENT AND INCLUDES EXACT CLAUSES. UNDER NO CIRCUMSTANCES SHOULD ANY AMENDMENTS, ALTERATIONS OR DELETION OF CLAUSES BE MADE</b></p>
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**The Schedule**

The Tenant:	
Property:	
Type of dwelling:	
Rights:	The right to use the laundry and any other communal facilities at the Building together with all others having the same right
Permitted number of residents:	One
Fixed Term:	
Term:	The Term is from the xxxxxxxx to xxxxxxxxxxxx and is an Assured Shorthold Tenancy as defined in the Housing Act 1988 as amended by the Housing Act 1996
Deposit:	£250 payable to the Deposit Protection Service, upon commencement of the Tenancy.

\*At the beginning of this Agreement the Rent will be payable at the rate of £xxxxxxx per week equivalent to £xxxxxxxxxx over the Fixed Term. Rent is payable in advance in line with the Payment Plan shown below.

Rent

<b>Weeks</b>	<b>Due Date</b>	<b>Amount</b>
2.00	Xx/xx/xxxx	£xxxxxx
14.00	Xx/xx/xxxx	£xxxxxx
14.00	Xx/xx/xxxx	£xxxxxx
11.00	Xx/xx/xxxx	£xxxxxx

	<p>If you have opted in to receive a bus pass directly with the University, there will be an additional charge of £xxx per year or £xx.xx per instalment which CLV will collect on the University's behalf.</p>
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Service of Notices-

- i Notice is hereby given in accordance with section 48 of the Landlord and Tenant Act 1987 that the address of Campus Living Villages (Cranborne) UK Limited for the receipt of legal notices and any other communication arising from this Agreement is: Campus Living Villages (Cranborne) UK Limited, Cranborne House, St Paul's Pl, Bournemouth BH8 8HF
- ii Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Property.

This Agreement may be altered only with the consent in writing of both the Tenant and the Landlord.

## **THE TERMS AND CONDITIONS**

### **1. RENT**

#### **It is agreed as follows:-**

- 1.1 The Landlord lets and the Tenant takes the Property and the fixtures and fittings for the Term at the Rent set out in the Schedule and the Tenant covenants to pay the Rent at the time specified and as directed by the Landlord or the Landlords Agent. Unless otherwise agreed by the Landlord, the Tenant will provide a guarantor to guarantee to the Landlord that the Tenant shall pay the Rent and perform and observe the Tenant's obligations under this Agreement. The Landlord require the agreement of the guarantor within seven (7) calendar days of the Tenant signing this Agreement or, in the event that this Agreement is signed within seven (7) calendar days of the commencement of the Tenancy, prior to the date that the Tenant moves into the Room.
- 1.2 The Landlord may charge interest at 3% above the Bank of England base rate on any late payments of rent from the date the payment is missed.
- 1.3 The Rent includes all: utility charges, expenses and outgoings relating to the Property (other than council tax); VAT; internet and other data connections; buildings and contents insurance; access to launderette facilities and other services to be provided by the Landlord to the Tenant pursuant to this Agreement.
- 1.4 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

### **2. OTHER PAYMENTS**

- 2.1 The Tenant shall not be entitled to withhold payment of any money due to the Landlord under the provisions of this Agreement on the basis that the Landlord holds a Deposit from the Tenant.
- 2.2 If the Tenant is in receipt of a bus pass this clause will apply. A bus pass shall mean a permit issued by the Wilts & Dorset bus company and may be used in accordance with the terms and conditions of the Wilts & Dorset bus company. The Tenant may cancel the bus pass before the end of the first academic term during the Term. Where this happens the Landlord will refund the Tenant for the unused period of the bus pass. The Tenant will not receive a refund if the bus pass is cancelled after the end of the first academic term during the Term.

### **3. TENANT'S MAINTENANCE, REPAIR, DECORATION AND ALTERATIONS**

#### **The Tenant covenants with the Landlord:-**

- 3.1 To keep the interior of the Room in a clean and tidy condition throughout the Term and return the fixtures and fittings in it at the end of the Term in the same condition

(excepting fair wear and tear) as set out in the Inventory of fixtures and fittings ("Inventory") and to make good all damage and breakages which occur (excepting fair wear and tear). If the Tenant is not able to make good, or it would not be appropriate to do so, for example for safety reasons, the Tenant will be, out of any deposit held, charged the cost of making good (allowance for fair wear and tear being given). The Tenant shall not interfere with any electrical, gas heating, water or hot water system.

- 3.2 Where applicable, to share responsibility with the other tenants to keep the common areas within cluster flats in a clean and tidy condition.
- 3.3 Not to damage the Building or the Property nor make any alterations in or additions to or redecorate any part of the Property nor remove any fixtures and fittings from it.
- 3.4 To put all rubbish in the designated refuse and recycling bins provided by the Landlord and not to obstruct in any way or at any time any communal parts of the grounds and the Building.
- 3.5 To let the Landlord the Landlord's employees, any superior landlord and Landlord's Agent enter the Property at all reasonable times upon reasonable notice, being not less than 24 hours, having first been given (except in cases of emergency) to inspect individual bedrooms and carry out any maintenance or repair to it or the Property which the Landlord reasonably considers necessary or, in the case of any superior landlord, in order to exercise any reserved rights over the Property as contained in a superior lease. Please note that notice to inspect and carry out repairs in communal areas of cluster flats is not needed.
- 3.6 Not to fix screws, nails, hooks, blu tack or adhesive tape into or on to the walls or other surfaces of the Property or mark the walls, ceilings or floors in any way.
- 3.7 Damage caused by the Tenant or its visitors is deemed to be damage by the Tenant and is to be treated as such in accordance with the terms and conditions of this Agreement.

#### **4. THE TENANT'S FURTHER OBLIGATIONS**

##### **The Tenant covenants with the Landlord:-**

- 4.1 Subject to clause 5.1, to take possession of the Property at the beginning of the Term and not at any time to part with possession of it or sub-let the whole or any part of it for any period of time whatsoever.
- 4.2 To use the Property for residential purposes only and not to run a business from the Property.
- 4.3 Not to cause or permit any anti-social behaviour or noise nuisance at any time or use or allow to be used any radio, television, record, tape recorder, CD/DVD, smart speaker, musical instrument or other thing so loudly that it can be heard outside the Property at any time.

- 4.4 Not to keep any animal, fish, bird, insect or reptile in the Property.
- 4.5 To promptly report to the Landlord or the Landlord's Agent any disrepair or defect in the Room and/or Property and the structure or exterior of or in any communal part of the flat or building of which the Property forms a part.
- 4.6 Not to do anything which may be considered anti-social behaviour or cause a nuisance in any way within the grounds of the Building, the parking areas, communal areas (including the stairs, landings, lifts) and other areas belonging to the Landlord).
- 4.7 Not to fix any aerial satellite dish, notice, advertisement or sign on the exterior of the Property nor in the interior of the Property so as to be seen from outside.
- 4.8 To deposit all domestic waste in the place allocated for it and not to allow it to accumulate in the Property nor in or on any part of the communal areas or grounds at the Building.
- 4.9 Not to do or allow its visitors to do any act of anti-social behaviour or thing which is or may become a nuisance, damage or annoyance or inconvenience to the Landlord or the owners or occupiers of any adjoining or neighbouring property or the neighbourhood nor to use the Property for any illegal or immoral act or purpose.
- 4.10 Not to do or permit any act or thing by reason or in consequence whereof any increase or additional premium may become payable for the insurance of the Building or whereby any policy may become void or voidable.
- 4.11 Not to grant a sub-tenancy for all or part of the Property.
- 4.12 Not to allow visitors to stay at the Property for more than two consecutive nights or to either take in lodgers or receive paying guests but to use the Property for the sole occupation of the Tenant only.
- 4.13 Not to keep, use or park any motor vehicle of any description at the Building.
- 4.14 Not to carry out any motor vehicle repair in a place associated with the Building.
- 4.15 In so far as it applies to the Tenant's occupation of the Property to observe and comply with the terms of the Bournemouth University Travel Plan.
- 4.16 Not to change the locks of the Property.
- 4.17 To operate the provided media service and electrical appliances in accordance with the manufacturer's instructions and not alter or interfere with them in any way.
- 4.18 To ensure that any electrical appliances used within the Property which do not belong to the Landlord comply with all relevant standards and regulations.
- 4.19 Not to keep, store or use in the Property any gas or oil heater or other fuel burning

appliance, including candles, incense sticks or naked flames.

- 4.20 To observe and follow signs and instructions relating to general health and safety, fire safety precautions, including emergency evacuation of the Building.
- 4.21 To observe all fire regulations and not to activate the fire alarm or emergency call points except in the event of a fire or interfere with the fire detection system in any way. Such malicious action may result in a charge being imposed and/or legal action taken.
- 4.22 Not to vape, smoke any form of tobacco, or keep or use drugs, the possession of which is prohibited by statute, including but not limited to the Misuse of Drugs Act 1971. Failure to adhere to this may result in a charge being imposed and/or legal action taken.
- 4.23 Not to wilfully waste utilities, and to switch off lights and unused appliances as appropriate or when not in use.
- 4.24 To comply with any new reasonable regulations that the Landlord from time to time may be required to impose for the benefit of the Tenant, the Landlord or other occupiers of the Building or the neighbourhood in general.
- 4.25 Not to place anything in the communal areas of the Building whether the same may cause an obstruction or not.
- 4.26 Not to place anything at all on any exterior window ledge or balcony of the Property and not to hang any laundry or other such thing from the windows or balcony of the Property.
- 4.27 Not to remove or change any floor covering and not to overload the floors or ceilings in the Property.
- 4.28 Not to permit children to use any lift in the Building unless accompanied by an adult and not to put any weight in any lift over its stated weight limit.
- 4.29 To maintain Property security at all times and not at any time to leave open the outer security doors of the Property.
- 4.30 Not to paint or decorate by any means whatsoever any part of the interior or exterior of the Property.
- 4.31 Not to use (except in emergency) or obstruct the fire escapes or the roofs of the Building.
- 4.33 To comply with the terms set out in the Village Rules issued with this Agreement. **5.**

## **5. OCCUPATION OF THE PROPERTY**

### **The Tenant covenants with the Landlord:-**

- 5.1 Not to leave the Property unoccupied for a continuous period of more than thirty one days without giving the Landlord prior written notice and taking such action as the Landlord may reasonably require as a result to safeguard the Property.
- 5.2 To notify the Landlord immediately in writing of any loss or damage caused to the Property from any cause whatsoever of any items of disrepair or defect in the Property and on receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Property.
- 5.3 To give the Landlord vacant possession and return the keys of the Property and the Building at the end of the Term or termination of this Agreement (however that may come about) whichever is the earlier and to remove all personal possessions, effects and rubbish from the Property, including common parts of cluster flats where applicable, and leave the Landlord's fixtures and fittings in accordance with this Agreement.
- 5.4 To be available at a reasonable time of day immediately before the end of the Term or termination of this Agreement (however the same may come about) to check the Inventory against those then within the Property with the Landlord or its Agent.
- 5.5 If any of the Tenant's personal possessions are left at the Property after the tenancy has ended, the Landlord will remove and store the Tenant's possession for a minimum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known contact address. If the items are not collected within one month, the Landlord may dispose of the items as it thinks fit (acting reasonably) and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 5.6 The Tenant agrees to be responsible for the orderly conduct of any invited guest, and any nuisance, anti-social behaviour or damage caused by them.
- 5.7 To continue to be enrolled as a student at Bournemouth University throughout the Term.

## **6. THE LANDLORD'S OBLIGATIONS**

### **The Landlord agrees with the Tenant:-**

- 6.1 That so long as the Tenant pays the Rent and performs and observes the terms and conditions of this Agreement the Landlord will not interrupt or interfere with the Tenant's right to peacefully occupy the Property and use the Building except where, subject to clause 3.5, access is required to inspect the condition of the Property or to carry out repairs or other works to it or to adjoining property or a Court has given the Landlord possession by an order ending the Tenancy.
- 6.2 To keep in tenantable repair and condition all parts of the structure and exterior of the Property and Building and all common parts and all services in it, to it and from it including the fixtures and fittings detailed in the Inventory where it is not the

obligation of the Tenant so to do as contained in this Agreement or except where damage is caused by the Tenant or its visitor (excepting fair wear and tear).

- 6.3 To maintain repair and/or replace any defective Fixtures or Fittings and make good any damage caused after a defect has been notified to it by the Tenant within a reasonable time of notification at its own cost unless the defect has been caused by the Tenant or the Tenant's visitors in which case the cost will be met by the Tenant (excepting fair wear and tear). The Landlord will not be liable for any damage or injury sustained by any person or to property if it has had no notification of the defect or the defect has been caused by the Tenant or the Tenant's visitors.
- 6.4 The Landlord shall promptly and courteously respond to complaints received from the Tenant.
- 6.5 The Landlord shall procure Wi-Fi and internet services to the Tenant in the Property and the Building.
- 6.6 The Landlord shall (other than on Christmas Day and New Year's Day) procure the provision and support of a help desk service from the third party internet provider for the reporting of issues affecting the internet provision (to be provided pursuant to clause 6.5).

## **7. FORFEITURE**

- 7.1 This Agreement is made on the express understanding that if the Rent or any part of it is in arrears for 31 days after becoming due (whether formally demanded or not) or if the Tenant is in material breach of any of the terms and conditions hereof (and if remediable has failed to remediate the breach within a reasonable period of being notified of the breach by the Landlord) or if the Tenant ceases to be a student of Bournemouth University or if the Landlord is requested to do so (and such request being lawfully permitted) by Bournemouth University or if the Tenant becomes bankrupt or has a receiving order made against him or enters into any arrangement or composition for the benefit of his creditors or if the Property is left vacant or unoccupied for more than thirty one days without written approval from the Landlord or if Grounds 2, 7B, 8, 10-15 or 17 of Schedule 2 of the Housing Act 1988 apply, the Landlord may re-enter the Property and recover it as if this Agreement had not been made and this Agreement shall be terminated but without prejudice to any other right of action or remedy of the Landlord.
- 7.2 In the event that the Tenant shall unlawfully repudiate or attempt unilaterally to terminate this Agreement before the expiration of the Fixed Term the Tenant will pay to the Landlord (without prejudice to any other claims by the Landlord against the Tenant at common law or otherwise) the reasonable and proper cost of re-letting the Property (including the reasonable and proper Landlords Agent's fees and other costs) and all and any loss of Rent or other money incurred by the Landlord as a result of the same.

## **8. DEPOSIT PROVISIONS**

- 8.1 The Landlord agrees that in order to comply with Government legislation, tenants' deposits will be held by a third party, in a custodial scheme, as authorised by the Government.
- 8.2 On the signing of this Agreement the Tenant will pay the Deposit to the Landlord shown in the Schedule and the Landlord will arrange for the Deposit to be protected by the Deposit Protection Service (DPS) or other like service in accordance with terms and conditions of the DPS. The terms and conditions and Alternative Dispute Resolution (ADR) service governing the protection of the Deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com).
- 8.3 The Deposit will be held as security for the performance by the Tenant of all of the Tenant's obligations under or in connection with this Agreement. You agree that We are entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- a) make good any damage to the Property or the Fixtures and Fittings (excluding fair wear and tear);
  - b) replace any of the Fixtures and Fittings 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 You are in breach of your obligations;
  - e) cover the reasonable cost of the replacement of any keys which you lose or fail to return; and
  - f) cover any other amount which is outstanding under this Agreement.
- 8.4 Without prejudice to the provisions of clause 8.2 hereof the Deposit or the balance of it shall be returned to the Tenant within 10 days after the DPS have received the completed Joint Repayment Form agreed between the Landlord and Tenant. This form will not be completed until the Tenant has vacated the Property and returned the keys of the Property and the Building to the Landlord or Landlords Agent. The Deposit shall be returned in accordance with the rules of the DPS.
- 8.5 In the event that the Landlord transfers its interest in the Property to another party ("Transferee"), the Landlord will notify the DPS and the Deposit will be transferred to the Transferee. The DPS will confirm to all parties that the transfer has been successful. The Landlord shall thereafter be released from all claims and liabilities to the Tenant in respect thereof.
- 8.6 No interest on the Deposit shall be payable to the Tenant by the Landlord.
- 8.7 The DPS will not refund the Deposit to any person other than the Landlord, its Transferee or the Tenant.
- 8.8 If any dispute arises between the Landlord and the Tenant regarding the split of the Deposit the Landlord or the Tenant may initiate the Alternative Dispute Resolution Rules (referred to in clause 8.2 this Agreement) within 20 business days of the end of the Tenancy.

## **9. CANCELLATIONS/REFUNDS**

- 9.1 Once the Tenant has signed this Agreement even if before the commencement of the Term, the Tenant loses any right to be released from this Agreement, other than in the circumstances set out in paragraphs 9.2 – 9.5 below.
- 9.2 If the Tenant is a prospective first year undergraduate student and the offer of a place at Bournemouth University is withdrawn as a result of the Tenant not achieving the required entry grades, or, if the Tenant chooses to go to another university / higher education institution as a result of exceeding the expected grades, the Tenant may, subject to providing written evidence (to the Landlords reasonable satisfaction) of a written rejection letter or proof of acceptance at a different university / higher education institution within seven (7) days of publication of the results, apply to be released from this Agreement. On receipt of such satisfactory evidence the Landlord will confirm cancellation of the Agreement and any payments made (including the Deposit) will be refunded to the Tenant in full.
- 9.2 Once the Tenant has signed this Agreement, the Tenant has the right to cancel this Agreement within 14 days without giving any reason. If the Tenant wishes to cancel during the 14 days the Tenant must notify the Landlord or Landlord's Agent in writing making clear that this Agreement is to be cancelled. Any payments made (including the Deposit) will be refunded to the Tenant in full.
- 9.3 Subject to clauses 9.1 and 9.2, if, after signing this Agreement, but before the commencement of the Term, the Tenant would like to be released from this Agreement and the Tenant has found a suitable replacement tenant, being a student of Bournemouth University who is eligible for student accommodation and has not already reserved another room within the Landlord's accommodation to take over the tenancy, the Landlord will release the Tenant from this Agreement. The Deposit will then be refunded to the Tenant. Whether a replacement tenant is a suitable replacement shall be decided by the Landlord at its absolute discretion but acting reasonably ("Suitable Replacement").
- 9.4 Subject to clauses 9.1 and 9.2, if, after the commencement of the Term the Tenant would like to be released from the Agreement but the Tenant has not found a Suitable Replacement tenant (in accordance with clause 9.3) to take over the Agreement then, subject to clause 9.4 below, the Deposit will be retained and the Tenant will remain liable for the Rent.
- 9.5 If a Suitable Replacement tenant is found by the Tenant part way through the Term, the Landlord will release the Tenant from this Agreement, from the date the new tenancy Agreement takes effect. The Deposit will then be refunded (subject to the DPS terms and conditions). The Tenant will however still be responsible for any Rent arrears outstanding on the Tenant's account up to the date the Suitable Replacement tenant commences a tenancy agreement with the Landlord.
- 9.6 Notwithstanding clause 9.4, if the Tenant is a Post Graduate student of Bournemouth University, and the Tenant has:

- a) resided in the Property for a period of no less than 41 weeks under this Agreement (as at the end of the 4 week written notice period required below at c); and
- b) provided written evidence that is acceptable to the Landlord (acting reasonably) that the Tenant is to undertake a work placement outside the BH postcode area, that is a Bournemouth University endorsed work placement related to the Tenant's studies at Bournemouth University and;
- c) provided no less than 4 weeks' written notice to the Landlord of date of vacation of the Property

then the Tenant may terminate this Agreement and the Landlord shall reimburse the Tenant for any period for which Rent has been paid beyond the expiry of the 4 week written notice period and shall, subject to the terms of the DPS, return the Deposit to the Tenant.

## **10. DISPUTE RESOLUTION**

If any dispute arises between the Landlord and the Tenant at any time during or on the termination of the Term touching or concerning the terms and conditions of this Agreement and which cannot be resolved by negotiation between the parties (and without prejudice to the right of the Landlord to apply to the court for possession of the Property as against the Tenant) then the same shall be referred by either party to a single arbitrator to be appointed (in default of agreement) by the President for the time being of the Local Law Society, such arbitration to be in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof which may from time to time be in force. The decision of the arbitrator shall be final and binding on the parties or where such dispute is the subject of the ANUK code, such dispute shall be referred in accordance with the code.

## **11. 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.

**NOTICE is hereby given to the Tenant that possession of the Property may be sought under Ground 1 or 2 of Schedule 2 of the Housing Act 1988 and the interests of the owner of the Property are hereby noted.**

This Agreement has been entered into on the date stated at the beginning of it.

Appendix 2 (Village Rules) ([click here to read](#));