

# Assured Shorthold Tenancy Agreement (Bournemouth Sites)

«LegalEntity»

## 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 safe.*

THIS AGREEMENT is dated «CurrentDate» and is made between:-

- (1) **The Landlord:** «LegalEntity» (company number: «LegalEntityCompNo») whose registered address is 7th Floor Digital World Centre, 1 Lowry Plaza, Salford Quays, Manchester, United Kingdom, M50 3UB
- 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 "**Room**"), located at «BuildingAddress» (the "**Building**"). Where appropriate the expression "the Building" includes the fixtures, fittings, furniture, effects, contents, all drains, pipes, wires, cables, and other equipment in the Building belonging to the Landlord (the "**Fixtures and Fittings**").

The Landlord also grants to the Tenant during the continuation of the tenancy the right to use (not being a fully self-contained flat), the kitchen, hallway and other communal facilities in the unit of which the Room forms part of ("**Flat Common Areas**"), 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 Room 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**").

**THIS TENANCY AGREEMENT IS A LEGAL DOCUMENT AND INCLUDES EXACT CLAUSES. UNDER NO CIRCUMSTANCES SHOULD ANY AMENDMENTS, ALTERATIONS OR DELETION OF CLAUSES BE MADE**

SAMPLE

## The Schedule

<b>The Tenant:</b>	«TenantTitle» «TenantFirstName» «TenantSurname»																														
<b>Building:</b>	«BuildingAddress»																														
<b>Room:</b>	«RoomSpace»																														
<b>Type of room:</b>	«RoomType»																														
<b>Rights:</b>	The right to use the laundry and any other communal areas, facilities, and grounds in or at the Building (unless otherwise specified below) together with all others having the same right.																														
<b>Permitted number of residents:</b>	One																														
<b>Fixed Term:</b>	«NoOfWeeks» weeks from and including «StartDate» (“ <b>Start Date</b> ”) to and including «EndDate» and any continuation or extension of it whether by agreement, statute or otherwise (the “ <b>Termination Date</b> ”).																														
<b>Term:</b>	The Fixed Term and any continuation or extension of it whether by agreement, statute or otherwise.																														
<b>Deposit:</b>	£250 (which shall be deposited with the Deposit Service (defined in clause 9.1), within 30 days of receipt)																														
<b>Rent:</b>	<p>*The Rent will be payable at the rate of «WeeklyRentAmount» per week (which is equivalent to «TotalRentAmount» over the Fixed Term). Rent is payable in advance in line with the Payment Plan shown below.</p> <p>«Payment plan in following format:</p> <table border="1"> <thead> <tr> <th>Due Date</th> <th>Number of Weeks</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>«DueDate1»</td> <td>«NoOfWeeks1»</td> <td>«Amount1»</td> </tr> <tr> <td>«DueDate2»</td> <td>«NoOfWeeks2»</td> <td>«Amount2»</td> </tr> <tr> <td>«DueDate3»</td> <td>«NoOfWeeks3»</td> <td>«Amount3»</td> </tr> <tr> <td>«DueDate4»</td> <td>«NoOfWeeks4»</td> <td>«Amount4»</td> </tr> </tbody> </table> <p>»</p> <p>If the Tenant has opted in to receive a bus pass directly with the University, there will be an additional charge of «TotalBusPassAmount» per year payable «on «TotalBusPassDueDate» or by instalments as set out below» which CLV will collect on the University’s behalf.</p> <p>«</p> <table border="1"> <thead> <tr> <th>Bus Pass Due Date</th> <th>Bus Pass Number of Weeks</th> <th>Bus Pass Amount</th> </tr> </thead> <tbody> <tr> <td>«BPDueDate1»</td> <td>«BPNoOfWeeks1»</td> <td>«BPAmount1»</td> </tr> <tr> <td>«BPDueDate2»</td> <td>«BPNoOfWeeks2»</td> <td>«BPAmount2»</td> </tr> <tr> <td>«BPDueDate3»</td> <td>«BPNoOfWeeks3»</td> <td>«BPAmount3»</td> </tr> <tr> <td>«BPDueDate4»</td> <td>«BPNoOfWeeks4»</td> <td>«BPAmount4»</td> </tr> </tbody> </table> <p>»</p>	Due Date	Number of Weeks	Amount	«DueDate1»	«NoOfWeeks1»	«Amount1»	«DueDate2»	«NoOfWeeks2»	«Amount2»	«DueDate3»	«NoOfWeeks3»	«Amount3»	«DueDate4»	«NoOfWeeks4»	«Amount4»	Bus Pass Due Date	Bus Pass Number of Weeks	Bus Pass Amount	«BPDueDate1»	«BPNoOfWeeks1»	«BPAmount1»	«BPDueDate2»	«BPNoOfWeeks2»	«BPAmount2»	«BPDueDate3»	«BPNoOfWeeks3»	«BPAmount3»	«BPDueDate4»	«BPNoOfWeeks4»	«BPAmount4»
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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 «LegalEntity» for the receipt of legal notices and any other communication arising from this Agreement is: «LegalEntity», «LegalEntityAddress»

- 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 Room at the Building.

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

SAMPLE

# THE TERMS AND CONDITIONS:

## 1. RENT

### It is agreed as follows:

- 1.1. The Landlord lets and the Tenant takes the Room 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 Landlord's 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 requires 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 Tenant will provide the Landlord with their payment details before the first and each instalment of Rent is due. For the avoidance of doubt, payment details include valid credit/debit card details (card type (e.g. Visa/Mastercard), card number, valid to date, CVC number, cardholder name and address) OR bank account details (sort code, account number, account holder name and bank address) of which the Tenant can inform the Landlord of a change to payment details from time to time, but for updates to bank account details, no later than 15 working days before the next due instalment of Rent, and for changes to credit/debit card details, no later than 1 working day before the next due instalment of Rent. For queries relating to changing payment details outside of these timeframes, the Tenant should contact the Landlord who will be able to advise on the steps to take to pay the next instalment of rent.
- 1.3. If the Rent is overdue by more than 14 days, the Landlord may charge interest at the rate of 3% above the Bank of England base rate (or whatever rate is for the time being applicable in accordance with Schedule 1 of the Tenant Fees Act 2019) on the overdue amount. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.
- 1.4. The Rent includes all: utility charges, expenses and outgoings relating to the Room, Flat Common Areas, and the Building (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.
- 1.5. It is a condition to this Agreement that, if the Rent (or if payable by instalments, the first instalment) is not received in cleared funds within seven (7) calendar days after it falls due and the Tenant has not collected the keys and/or fobs to the Room, the Landlord reserves the right to cancel the Tenant's booking and resell the Room.
- 1.6. 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 and Flat Common Areas 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 the Fixtures and Fittings and other Landlord supplied items ("**Inventory**") and to make good all damage and breakages which occur (excepting fair wear and tear). 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 Room, Flat Common Areas, or the Building, nor make any alterations in or additions to or redecorate any part of the Room, Flat Common Areas, or the Building, nor remove any Fixtures and Fittings from the Room, Flat Common Areas, or the Building.
- 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 Room at all reasonable times upon reasonable notice, being not less than 48 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 Room which the Landlord reasonably considers necessary or, in the case of any superior landlord, in order to exercise any reserved rights over the Room as contained in a superior lease. Please note that notice to inspect and carry out repairs in Flat Common Areas 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 Room 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 Room 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 Room for residential purposes only and not to run a business from the Room.
- 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 Room at any time.
- 4.4. Not to keep any animal (including any, 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 the structure or exterior of or in any communal part of the flat or building of which the Room 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 Building nor in the interior of the Building 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 Room, nor in or on any part of the Flat Common 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 Room 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 Room.
- 4.12. Not to allow visitors to stay at the Room for more than two consecutive nights or to either take in lodgers or receive paying guests but to use the Room 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 Room or Flat Common Areas.
- 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 Room or Flat Common Areas which do not belong to the Landlord comply with all relevant standards and regulations.
- 4.19. Not to keep, store or use in the Room or Flat Common Areas 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 legal action being 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 legal action being 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. Not to place anything in the communal areas of the Building whether the same may cause an obstruction or not.

- 4.25. Not to place anything at all on any exterior window ledge or balcony of the Room or Flat Common Areas and not to hang any laundry or other thing from the windows or balcony of the Room or Flat Common Areas.
- 4.26. Not to remove or change any floor covering and not to overload the floors or ceilings in the Room or Flat Common Areas.
- 4.27. 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.
- 4.28. To maintain Room and Flat Common Area security at all times and not at any time to leave open the outer security doors of the Building.
- 4.29. Not to paint or decorate by any means whatsoever any part of the interior or exterior of the Building.
- 4.30. Not to use (except in emergency) or obstruct the fire escapes or the roofs of the Building.
- 4.31. To comply with all fire hazard and fire safety obligations covered in the Rules of the Village.
- 4.32. To comply with the terms set out in the Rules of the Village (the **"Rules of the Village"** mean the rules relating to the conduct of residents and other matters regarding the operation of the Building where the Room is located, which form part of this Agreement and as amended by the Landlord from time to time (such amendments being notified to You by emails and flyers). The current version of the Rules of the Village are appended to this Agreement. If there is any conflict or inconsistency between any provision of this Agreement and the Rules, this Agreement shall prevail.

## **5. OCCUPATION OF THE ROOM**

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

- 5.1. Not to leave the Room 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 Room.
- 5.2. To notify the Landlord immediately in writing of any loss or damage caused to the Room or Flat Common Areas from any cause whatsoever of any items of disrepair or defect in the Room or Flat Common Areas and on receipt of any notice, order, direction or other thing from any competent authority affecting or likely to affect the Building.
- 5.3. To give the Landlord vacant possession and return the keys of the Room, Flat Common Areas, 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 Room and Flat Common Areas, 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 Fixtures and Fittings and other Landlord supplied items actually within the Room and Flat Common Areas with the Landlord or its Agent.
- 5.5. If any of the Tenant's personal possessions are left at the Room or Flat Common Areas 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 may be liable for the reasonable costs of disposal. The reasonable costs of removal, storage and disposal may



be deducted from any sale proceeds. If any of those goods belong to others, the Tenant will be responsible for compensating the owner for any loss they may suffer arising from our sale or disposal of them and the Tenant also agree that if the owner seeks compensation from the Landlord the Tenant will pay to the Landlord any reasonable and proper costs the Landlord incurs as a result and also any amount that the Landlord pays to the owner in compensation.

- 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**

- 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 Room and use the Building except where, subject to clause 3.5, access is required to inspect the condition of the Room and Flat Common Areas, 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 tenable repair and condition all parts of the structure and exterior of the Room, Flat Common Areas, and the 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.
- 6.4. The Landlord shall promptly respond to complaints received from the Tenant.
- 6.5. The Landlord shall procure Wi-Fi and internet services to the Tenant in the Room, Flat Common Areas, 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. BREACHES OF THE TENANT'S OBLIGATIONS UNDER THIS AGREEMENT**

If the Tenant breaches any of the terms of this Agreement, the Landlord may exercise its right to make a claim against the Tenant via the Courts and/or via the Tenant's Deposit to recover any loss or damages suffered by the Landlord due to a breach. Such loss or damages would include seeking the recovery of all reasonable costs and expenses properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

## **8. FORFEITURE**

- 8.1. This Agreement is made on the express understanding that if the Rent or any part of it is in arrears for 14 days after becoming due (whether formally demanded or not) or if the Tenant is in breach of any of the material 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 Room is left vacant or unoccupied for more than thirty one days without written approval from the Landlord or if any Grounds set out in Schedule 2 of the Housing Act 1988 apply, the Landlord may re-enter the Room 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. This clause 8.1 does not affect any rights the Tenant has under the Protection from Eviction Act 1977 and the Housing Act 1988 (the Landlord cannot evict the Tenant without a court having first made an order for possession).

- 8.2. 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 be liable to 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 Room and the Tenant shall remain liable for the full Rent until the expiry of the Fixed Term (which should continue to be paid in accordance with the Payment Plan) together with any other charges detailed in this Agreement.

## 9. DEPOSIT PROVISIONS

- 9.1. Upon receipt of the Deposit from the Tenant, the Landlord will pay the Deposit to a custodial deposit protection scheme operated by a third party as authorised by the Government (the **"Deposit Service"**) within 30 days. The Deposit will be held subject to the terms and conditions of the Deposit Service.
- 9.2. The Landlord will provide the Tenant with the prescribed information for the purpose of section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 as amended from time to time.
- 9.3. The Deposit will be held as security for the performance by the Tenant of all of the Tenant's obligations under this Agreement. In particular, the Tenant agrees that in principle the Landlord is entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Room, the Building and/or the Fixtures and Fittings (excluding fair wear and tear);
  - (b) replace any of the Fixtures and Fittings listed in the Inventory which may be missing from the Room or the Building;
  - (c) pay any accounts for utilities, council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;
  - (d) pay any Rent which remains unpaid together with any interest payable in respect of any arrears in accordance with clause 1.3;
  - (e) pay for the Room, the Building and the contents of these to be cleaned if the Tenant is in breach of your obligations;
  - (f) cover the reasonable cost of the replacement of any access keys and/or fobs which the Tenant loses, damages, or fails to return; and;
  - (g) cover any other amount which is outstanding under this Agreement.
- 9.4. The Deposit (or the balance of it as relevant) shall be returned to the Tenant within 10 days of the Deposit Service receiving an application signed by the Tenant and the Landlord stating

that the Deposit can be repaid. This application will not be completed until the Tenant has vacated the Room and returned the Tenant's access keys and/or fobs for the Room, Flat Common Areas, and the Building to the Landlord. The Landlord agrees that the Deposit shall be returned in accordance with the rules of the Deposit Service. The Landlord will not be liable or in breach of this clause for any delay in discharging the Deposit to the Tenant or any other party where the delay is attributable to the Deposit Service, the Tenant or a third party.

- 9.5. No interest on the Deposit shall be payable to the Tenant by the Landlord.
- 9.6. 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 the terms and conditions of the Deposit Service within 20 business days of the end of the Tenancy.

## 10. CANCELLATIONS/REFUNDS

- 10.1. 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 10.2 to 10.5 below.
- 10.2. 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.
- 10.3. Once the Tenant has signed this Agreement, the Tenant has the right to cancel this Agreement within 14 days without giving any reason unless occupation of the Room has already taken place. 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.
- 10.4. Subject to clauses 10.1 and 10.2, 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**").
- 10.5. Subject to clauses 10.1 and 10.2, 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 10.4) to take over the Agreement then, the Tenant will remain liable for the Rent which should continue to be paid in accordance with the Payment Plan, and the Deposit will be retained in accordance with the terms of this Agreement.
- 10.6. 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, and the new tenant takes up occupation of the Room. The Deposit will then be refunded (subject to the Deposit Service 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 takes up occupation of the Room.

- 10.7. Notwithstanding clause 10.4, if the Tenant is a Post Graduate student of Bournemouth University, and the Tenant has:
- (a) resided in the Room 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 Room;

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 Deposit Service, return the Deposit to the Tenant.

## 11. 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 Room 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.

## 12. 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 Room may be sought under Ground 1 or 2 of Schedule 2 of the Housing Act 1988 and the interests of the owner of the Room are hereby noted.**

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

# **Rules of the Village**

SAMPLE