



Student

Assured Shorthold Tenancy agreement relating to [.]

dated [.]

The Landlord lets and the Tenant accepts the Room for the Term subject to and in accordance with the following terms and conditions and subject to the Reserved Rights (the "**Tenancy**").

The Guarantor guarantees the performance by the Tenant of the Tenant's obligations contained in this Tenancy.

This agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988.

The definitions and other provisions contained in the Schedule annexed hereto (the "**Schedule**") apply to this Tenancy.

1 Landlord:

Name: [.]

Company

number: [.]

Address: [.]

Email address: [.]

2 Tenant:

Name: [.]

Address: [.]

Home

telephone: [.]

Mobile

telephone: [.]

Email address: [.]

University/Coll

ege: [.]

3 Guarantor (if relevant):

Name: [.]

Address: [.]

Home

telephone: [.]

Mobile

telephone: [.]

Email address: [.]

4 Room and Term:

Building: [.]

Room [.]

Room Type [.]

Term A term of [.]

weeks from and including the Start Date to and including the End Date

Start Date:
End Date: 10 am on [.]

5 Rent and Rent Payment Details:

Rent per week: [.]

Payment Plan: The Tenant covenants to pay the Rent:

in one single instalment	being £[.]	due on [.]
OR		
In four instalments		
the first instalment	being £[.]	due on [.]
the second instalment	being £[.]	due on [.]
the third instalment	being £[.]	due on [.]
the fourth instalment	being £[.]	due on [.]
OR		
In nine instalments		
the first instalment	being £[.]	due on [.]
the second instalment	being £[.]	due on [.]
the third instalment	being £[.]	due on [.]
the fourth instalment	being £[.]	due on [.]
the fifth instalment	being £[.]	due on [.]
the sixth instalment	being £[.]	due on [.]
the seventh instalment	being £[.]	due on [.]
the eighth instalment	being £[.]	due on [.]
the ninth instalment	being £[.]	due on [.]

Payment is to be made by (i) bank transfer, (ii) debit or credit card through the Nido Student online portal or (iii) direct debit (if applicable).

The Landlord must have received payment of the relevant instalment sum in **cleared** funds on or prior to the date the relevant instalment is due on. Failure to make such payment may result in the termination of the Tenancy by the Landlord (in the absolute discretion of the Landlord) in accordance with the terms of clause 14.

Account payment details are as follows:

Account name: [.]
Account number: [.]
Sort code: [.]
Bank name: [.]
Bank address: [.]
IBAN: [.]
IBAN BIC: [.]

6 Holding Deposit

6.1 The Tenant will pay a holding deposit of £100 (sterling) in cleared funds to the Landlord at the point of booking ("**Holding Deposit**").

6.2 The Holding Deposit shall be treated as a payment on account of the Rent at the Start Date and shall be credited to the first or only instalment of the Rent due under this Tenancy, as appropriate.

6.3 The Holding Deposit shall be retained by the Landlord as a contribution to costs in the event that prior to receipt by the Landlord of the first or only instalment of the Rent due under this Tenancy, as appropriate, the Resident:

6.3.1 withdraws from the Room;

6.3.2 provides false or misleading information; or

6.3.3 fails to take all reasonable steps to enter into this Licence and the Licensor takes all reasonable steps to do so.

7 Contract Date and Cancellation

7.1 The Tenant, Guarantor and the Landlord agree that this Tenancy became contractually binding upon the Parties at the point of booking by virtue of the Tenant's electronic acceptance of this Tenancy and payment of the Holding Deposit by or on behalf of the Tenant (failing which this Tenancy and the associated booking shall terminate and be of no effect). Notwithstanding this, the Tenant, Guarantor and the Landlord agree that a hard copy of the Tenancy can be physically signed by each Party in separate counterparts of this Tenancy if requested by any Party.

7.2 If, prior to the Start Date, the Tenant is not accepted for the Tenant's first year of study by an educational institution in the United Kingdom providing full time education the Tenant has a period of 7 days starting on the date of the Tenant's receipt of notification of rejection from such educational institution in which to notify the Landlord in writing and to provide with that notice a copy of the rejection letter by either:

7.2.1 emailing cancellations@nidostudent.com; or

7.2.2 mailing by first class or recorded delivery post to [.]

in which case if the Landlord is satisfied with the evidence provided, the Landlord shall terminate the Tenancy and such termination shall be deemed to be effective on the day after the email was sent to the Landlord or 2 Working Days after the date of posting to the Landlord.

7.3 If the Tenant's booking and this Tenancy are cancelled in accordance with clause 7.2:

7.3.1 the Tenant's booking and this Tenancy will terminate; and

7.3.2 the Landlord will, for the avoidance of doubt, not refund the Holding Deposit to the Tenant.

7.4 If the Tenant makes a booking and this Tenancy becomes contractually binding upon the Parties in accordance with clause 7.1, the Tenant agrees that the cancellation rights will end on the Start Date.

7.5 If the Building 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 is fit for occupation and use.

8 Documentation to be provided by the Tenant and the Guarantor

8.1 The Tenant (and the Guarantor, if requested by the Landlord) must within 7 days of the relevant individual's receipt (by email or post) of this Tenancy from the Landlord:

8.1.1 if issued by the Landlord by email, print off this Tenancy;

8.1.2 sign this Tenancy using the applicable signing block and must add in the signing block their full name (including any middle name(s)); and

- 8.1.3 return their relevant counterpart of the signed Tenancy to the Landlord by emailing it (or as a minimum emailing the signed page) to [.] or by posting it to [.]

and on receipt of the Tenancy signed by the Tenant and the Guarantor (if applicable) the Landlord shall treat the same as being released and shall date the Tenancy.

- 8.2 If the Tenant or the Guarantor does not comply with the terms of clause 8.1 the Landlord may in its absolute discretion terminate the Tenant's booking and this Tenancy in accordance with clause 14.

- 8.3 On or prior to the Start Date the Tenant must provide the Landlord with the following by [emailing them to [.] or by posting them to [.]]:

- 8.3.1 a copy of the Tenant's passport or government issued ID; and

- 8.3.2 a copy of a letter from an educational institution in the United Kingdom providing full time education to the Tenant verifying that the Tenant has been accepted on a full time course of study with them.

9 Check In Procedure

- 9.1 Prior to the Start Date the Tenant must use the Nido Student online portal to book the Tenant's allocated check in time on a date being on or after the Start Date.

- 9.2 At check in the Tenant must bring with them and provide the Landlord with the originals of the following documents:

- 9.2.1 the Tenant's passport or government issued ID;

- 9.2.2 the letter or e-mail from an educational institution in the United Kingdom providing full time education to the Tenant confirming that the Tenant has been accepted on a full time course of study with them; and

- 9.2.3 the counterpart Tenancy signed by the Tenant and where there is a Guarantor, the counterpart Tenancy signed by the Guarantor (please note that photocopies or scanned copies of the relevant signed counterpart are not sufficient to satisfy this condition).

Failure to comply with the terms of this clause 9.2 may result in the termination of the Tenant's booking and this Tenancy by the Landlord (in the absolute discretion of the Licensor) in accordance with clause 14.

- 9.3 Within 48 hours of check in the Resident must use the Nido Student online portal to complete and return an Inventory either (a) confirming that they agree that the Inventory is complete and accurate and accepting the Room, the Building, the Common Areas and the Contents as being in good and tenable repair and condition and fit in all respects for purpose, or (b) notifying the Licensor specifically of any omission or error in the Inventory or manner in which the Room, the Building, the Common Areas and/or the Contents are not in good and tenable repair and condition and fit in all respects for purpose. If the Resident fails to complete and return the Inventory within 48 hours of check in the Resident will be deemed to have agreed and accepted that the Inventory is complete and accurate and that the Room,

the Building, the Common Areas and the Contents are in good and tenable repair and condition and fit in all respect for purpose.

10 Rights Granted and Reserved

- 10.1 The Landlord grants to the Tenant the non exclusive right in common with the Landlord and all other occupiers of the Building (including all other persons from time to time duly authorised by the Landlord) to use the Common Areas for their designed or designated purpose.

11 Tenant's Obligations

- 11.1 The Tenant agrees that it must:
- 11.1.1 be of or over the age of 16 years at the date of entering into this Licence and the Guarantor must be of or over the age of 18 years;
 - 11.1.2 provide a Guarantor, unless the Licensor (at its absolute discretion) waives the requirement for a Guarantor;
 - 11.1.3 at all times throughout the Term, be a Tenant on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals;
 - 11.1.4 pay the Rent (whether or not demanded) in full for the whole of the Term, in the instalments and on the dates stated in clause 5 and without deduction set off or retention;
 - 11.1.5 if payment of the Rent or any other sum of money due by the Tenant under this Tenancy is late, pay to the Landlord, on demand, Interest on any such sums calculated on a daily basis from and including their due date until but not including the date paid in full;
 - 11.1.6 use the Room only as the Tenant's private residence and for no other purpose and take entry to the Room on the Start Date. If the Tenant will not take entry to the Room until after the Start Date the Tenant must notify the Landlord in advance (giving the Landlord as much prior notice as possible) of the Tenant's entry date;
 - 11.1.7 use and treat the Room, Common Areas and Contents with all due care and attention;
 - 11.1.8 keep the Room and the Contents of the Room hygienically clean and tidy and jointly with the other occupiers of the Building keep the Common Areas and the Contents of the Common Areas Room hygienically clean and tidy and must only store food in the kitchen area of the Room or the flat of which the Room forms part (as the case may be) in an appropriate manner and must remove all rubbish from the Room and if the Room is in a flat in the Building jointly with the other

occupiers of the flat remove all rubbish from the Flat Common Areas at least twice a week;

- 11.1.9 keep the Room, Common Areas and Contents in good repair and condition and at least as good condition as they were in at check-in subject to fair wear and tear;
- 11.1.10 whenever the Room is left unattended fasten securely all locks and bolts fitted to the doors and windows of the Room and if the Room is within a flat in the Building whenever such flat is left attended fasten securely all locks and bolts fitted to the doors and windows of the Flat Common Areas;
- 11.1.11 notify the Building manager in advance if the Tenant is likely to be absent from the Room for more than 48 hours (such notification being important for fire safety and security reasons);
- 11.1.12 comply with the terms of this Tenancy, the Resident's Handbook and the Nido Regulations and must ensure that the Tenant's guests comply with the terms of this Tenancy, the Resident's Handbook and the Nido Regulations. Declaring that in the event of a conflict between the terms of this Tenancy, and/or the Resident's Handbook/or the Nido Regulations (as the case may be) the terms of this Tenancy shall prevail followed by the terms of the Nido Regulations and then the Resident's Handbook;
- 11.1.13 report the following to the Landlord:
 - 11.1.13.1 any breakage, damage to, or defect in the Room, the Building, the Common Areas, the Contents and/or any part or parts thereof including equipment therein as soon as the Tenant knows of the same; and
 - 11.1.13.2 any accident or incident in the Building as soon as possible after its occurrence and, where relevant, the Tenant must complete or assist the Landlord in completing a written report of such accident or incident;
- 11.1.14 provide the Landlord with a copy of any notice or claim received by the Tenant (other than from the Landlord) relating to the Building or any part thereof as soon as received by the Tenant and not respond to any such notice or claim except on and in accordance with the express instructions of the Landlord;
- 11.1.15 comply with any notice received by the Tenant from the Landlord in the case of late payment of the Rent or any other sum payable by the Tenant under this Tenancy or in the case of any other breach of the Tenant's obligations within 48hours;

- 11.1.16 obtain a television licence for any device which requires such licence in the Room, and if the Room is within a flat in the Building the relevant flat (this includes devices such as a television set (including any television set provided by the Landlord); DVD, Blu-ray and VHS recorder; desktop and laptop computer; tablet, mobile phone and other portable devices, digital boxes or personal video recorders; games consoles; media streaming devices; Freeview, Freesat or YouView used to watch or record live TV programmes on any channel or live on an online TV service (such as All4, Sky Go and YouTube) or download or watch BBC programmes on iPlayer);
- 11.1.17 apply to the local authority for a Council Tax exemption, provide the Landlord with a copy of the certificate of exemption from Council Tax in relation to the Room within 48 hours of demand by the Landlord and pay any Council Tax payable (if any) in respect of the Tenant's use of the Room; and
- 11.1.18 notify the Landlord of any changes in the postal address, telephone number and email address of the Tenant and/or the Guarantor.
- 11.2 The Tenant must not:
- 11.2.1 use the Room or any of the Common Areas for any purpose which is illegal or for the operation of a business;
- 11.2.2 mark or change the decorative finish of or make any alteration to the fabric or surfaces of the Room or any Common Area or carry out any repairs;
- 11.2.3 stick pins, nails or screws into or apply sticky tape or "Blu Tack" or any other adhesive to any part of the Room or any Common Area save that the Tenant may fix posters to the walls of the Room or if the Room is within a flat in the Building to the walls of the Flat Common Areas with removable "Blu Tack";
- 11.2.4 alter or change existing or fit new locks or bolts to the doors and windows of the Room and if the Room is within a flat in the Building to the doors and windows of the Flat Common Areas;
- 11.2.5 have made or allow to have made additional keys, security passes, keycards and/or fobs (including digital or mobile keys, security passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes and if the Room is within a flat in the Building for the relevant flat) without the prior consent of the Landlord or the manager of the Building;

- 11.2.6 give the Tenant's keys, security passes, keycards and/or fobs (including digital or mobile keys, security passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes or any others) to anyone else;
- 11.2.7 cause or allow damage to be caused to the Room, Common Areas and Contents;
- 11.2.8 remove any of the Contents from the Room or Common Areas as appropriate;
- 11.2.9 obstruct or prevent others from using the Common Areas;
- 11.2.10 do or allow anything to be done that may cause a nuisance, annoyance, damage, disturbance or injury to the Landlord or to anyone use the Building;
- 11.2.11 sing or speak in a way or play any musical instrument, radio; television; music player; DVD, Blu-ray or VHS player/recorder; desktop or laptop computer; tablet, mobile phone or other portable device; digital box or personal video recorder; games console; media streaming device; Freeview, Freesat or YouView, or other equipment in the Room, and if the Room is within a flat in the Building in the Flat Common Areas, in a way that is audible or visible outside the Room or the Flat Common Areas as applicable;
- 11.2.12 hang or allow to be hung any clothes or other items outside the Room or, if the Room is within a flat in the Building outside the Flat Common Areas;
- 11.2.13 display any notice, poster, sign or any other item (i) outside the Room, or if the Room is within a flat in the Building outside the Flat Common Areas, or (ii) inside the Room or if the Room is within a flat in the Building inside the Flat Common Areas which is visible from outside the Room or the Flat as applicable;
- 11.2.14 put up any television aerial or satellite dish in the Room or anywhere in or on the Building;
- 11.2.15 smoke (which includes using an electronic cigarette, using an Iqos device or any other device which burns or heats a substance for inhalation) in the Room or anywhere in the Building, or on the roads, paths or pavements or other ground adjacent to or surrounding the Building save that the Landlord may smoke (which includes using an electronic cigarette, using an Iqos device or any other device which burns or heats a substance for inhalation) legal substances in such outdoor

areas as have been specifically designated by the Landlord for use as a smoking area;

- 11.2.16 keep or use or allow to be kept or used in the Room or the Common Areas any illegal, flammable, dangerous or offensive item, goods, substance or materials of any kind;
- 11.2.17 keep or use or allow to be kept or used in the Room or the Common Areas any furniture or any electrical item unless it complies with current British standards and statutory regulations and in the case of any electrical item the Tenant has provided the Landlord with evidence satisfactory to the Landlord that such electrical item has passed a portable appliance test but provided always that any appliance with an exposed heating element, including fan heaters, is prohibited;
- 11.2.18 keep or use or allow to be kept or used in the Room or the Common Areas candles, incense burners, firearms or other weapons, or imitation firearms or imitation weapons;
- 11.2.19 tamper with, vandalise, or misuse any fire prevention or fire control equipment in the Building and the Tenant acknowledges that such behaviour may amount to a criminal offence subject to criminal prosecution;
- 11.2.20 keep any pets or animals of any kind in the Building except a trained assistance animal which the Tenant requires to alleviate the effect of a disability in which case the Tenant must provide official documentation to the Landlord and obtain the Landlord's approval for such assistance animal prior to the Start Date;
- 11.2.21 leave the Room unoccupied for any period of more than 2 weeks without the Landlord's prior agreement;
- 11.2.22 charge or receive any consideration from any guest for use of the Room or any Common Areas;
- 11.2.23 flush sanitary items, condoms, wipes or cotton wool or any other items down the toilet or pour oil or grease down the drains or do anything else likely to block or harm the drains;
- 11.2.24 obstruct or impede the Landlord or others authorised by or acting on behalf of the Landlord exercising the Reserved Rights;
- 11.2.25 do, or omit to do, anything which would, or would be likely to result in:
 - 11.2.25.1 an increase in the premiums payable under any of the Landlord's Policies;

- 11.2.25.2 an increased risk of damage to, or destruction of, any part of the Building; or
- 11.2.25.3 or any of the Landlord's Policies becoming void or voidable; and
- 11.2.26 not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with its interest in this Tenancy.

11.3 If the Resident breaches this Licence or fails to fulfil any of its obligations under this Licence, the Resident shall pay any reasonable costs properly incurred by the Licensor in remedying such breaches or in connection with the enforcement of such obligations. This does not affect any other rights available to the Licensor or apply to the extent (if any) that the Licensor receives insurance monies to cover the relevant matter.

11.4 The Tenant must notify the Landlord immediately:

- 11.4.1 if during the Term the Tenant ceases to be on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals; and
- 11.4.2 of any damage to the Room, Common Areas and/or Contents as soon as possible to the Landlord by emailing [.]

11.5 The Tenant is responsible for insuring the Tenant's personal property.

12 Landlord's Obligations

12.1 Subject to the other provisions of this Tenancy, the Landlord will use reasonable endeavours to keep in a satisfactory state or repair and condition and (where applicable) in working order:

- 12.1.1 the structure and the outside and inside of the Common Areas excluding any Flat Common Areas;
- 12.1.2 the installations which supply electricity, space heating, lighting and hot and cold water to the Building; and
- 12.1.3 the drains and other installations for the purposes of sanitation which serve the Room or if the Room is within a flat in the Building the Flat Common Areas.

12.2 The Landlord will not incur any liability to the Tenant for any temporary disruption in services caused by something beyond the Landlord's control. The Landlord will try to restore any interrupted services as soon as possible.

13 Reserved Rights

The Landlord and those authorised by the Landlord (including employees, agents, workmen and contractors) except and reserve the right on giving at least 24 hours' prior notice save in an emergency when no such notice will be needed to enter the Room, the Common Areas and any part of the Building to:

- 13.1 inspect the Room, the Common Areas, the Contents and any part of the Building for any purpose or otherwise check compliance with the Tenant's obligations;

- 13.2 inspect, maintain or carry out works to any part of the Building or to the service media or services within the Building or to any property adjacent to the Building;
- 13.3 put up To Let or For Sale notices and allow prospective purchasers or tenants to view the Room and/or the Building;
- 13.4 carry out any works or perform any obligations under this Tenancy and/or under statute, order, regulation, instruments or subordinate legislation or otherwise required under law;
- 13.5 carry out any works which are otherwise the Tenant's obligation but which the Tenant has failed to carry out;
- 13.6 respond to a medical or other emergency or suspected danger to the Tenant's or a guest's welfare or to check on the health and wellbeing of the Tenant or a guest;
- 13.7 move any item belonging to the Tenant or which is present within the Tenant's Room, where required for the exercise of any of the above rights;

The Landlord and those authorised by the Landlord have no liability for loss or damage to the Tenant's property.

14 **Landlord's Right to Terminate**

- 14.1 The Landlord has the right to terminate the Tenant's booking and this Tenancy by written notice to that effect to the Tenant and to grant a Tenancy to occupy the Room to a third party in the following circumstances:
 - 14.1.1 if the Tenant and/or the Guarantor (as the case may be) fails to comply with the terms of clauses 8.1, and/or 9.2;
 - 14.1.2 if the Rent in terms of clause 5 or any other sum payable by the Tenant under this Tenancy is unpaid on the due date (whether demanded or not);
 - 14.1.3 if during the Term the Tenant ceases to be on a full time course of study with an educational institution in the United Kingdom providing full time education to individuals;
 - 14.1.4 if there is any other breach of the obligations under this Tenancy, the Resident's Handbook and/or the Nido Regulations; and/or
 - 14.1.5 if the Room is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not or is unlikely to have occurred within 2 months of the date of such fire or other event,

provided always that in the case of late payment of the Rent or any other sum payable by the Tenant under this Tenancy or in the case of any other breach which in the Landlord's proper and reasonable opinion could be remedied (albeit late) the Landlord will only terminate this Tenancy if the Landlord or the manager of the Building has first served notice on the Tenant giving the Tenant 14 days within which to remedy the breach and such breach has not been remedied within such period;

- 14.2 If the Landlord refuses the Tenant entry to the Room in terms of clause 14.1 this Tenancy will continue and notwithstanding that the Tenant has been denied entry:

- 14.2.1 the Tenant will not be entitled to any suspension of, or reduction in, any payment due under this Tenancy for the period in which the Tenant is denied entry; and
 - 14.2.2 the Tenant will pay to the Landlord Interest on any outstanding sum of money payable by the Tenant in terms of this Tenancy from the date when it became due or, if there is no such date specified, the date of demand for such sum until such sum is paid.
- 14.3 If the Landlord terminates this Tenancy in terms of clause 14.1 then notwithstanding that the Tenant has been denied entry:
- 14.3.1 the Tenant will not be entitled to any suspension of, or reduction in, any payment due under this Tenancy for the period from and including the Start Date to and including the Termination Date;
 - 14.3.2 the Tenant will pay to the Landlord Interest on the outstanding sum of money payable by the Tenant in terms of this Tenancy from the date when it became due or, if there is no such date specified the date of demand for such sum until and including the Termination Date;
 - 14.3.3 the Tenant will pay to the Landlord the proportion relative to the period from and including the Start Date until and including the Termination Date, of all (if any) vouched costs of the Landlord in relation to the Room, including insurance costs, common charges and managing charges; and
 - 14.3.4 this Tenancy will terminate immediately but such termination will not affect the Landlord's rights against the Tenant in relation to any breach of the Tenant's obligations which occurred prior to the date of such termination.

15 At the Termination Date

- 15.1 Prior to the Termination Date the Tenant must contact the Landlord to book the Tenant's allocated check out time on the Termination Date by emailing [.] or by telephoning [.] or by contacting the Building manger in person at [.] and at the allocated check out time (or if the Tenant has failed to arrange a check out appointment at 10am) on the Termination Date the Tenant will no longer be entitled to use any part of the Building and the Tenant must on or prior to the allocated check out time or 10 am (as the case may be) on the Termination Date:
- 15.1.1 complete and submit a check out form and provide the Landlord with contact details for both the Tenant and the Guarantor (including the Tenant's new postal address and any change to either Party's telephone number and email address) to allow the Landlord to contact the Tenant and/or Guarantor regarding any of their obligations under this Tenancy;
 - 15.1.2 return all keys, security passes, keycards and/or fobs (including digital or mobile keys, security

passes, keycards and/or fobs) for the Room or any other part of the Building (including doors, windows, mail boxes and if the Room is within a flat in the Building for the relevant flat) including any additional copies made to the Landlord;

15.1.3 remove the Tenant's property, personal possessions and rubbish from the Building; and

15.1.4 leave the Room, Common Areas, Contents and the Building in the condition consistent with implementation of the Tenant's obligations.

15.2 The Landlord is authorised to store or dispose of any of the Tenant's property which is left in the Building after the time of check out on the Termination Date. If the Tenant leaves any item the Landlord will store such item and make reasonable attempts on at least 2 occasions to contact the Tenant to give the Tenant the opportunity to collect it. If uncollected within 28 days of the Termination Date the Landlord may dispose of any such item as the Landlord considers appropriate. It shall be at the Landlord's discretion as to whether to store any such item for a longer period. The Landlord will be entitled to recover the cost of storage and/ or disposal from the Tenant. If the Landlord disposes of any property which does not belong to the Tenant in the mistaken belief that such property belonged to the Tenant the Tenant must indemnify the Landlord for any costs, expenses or other liability incurred or suffered by the Landlord as a result.

15.3 At least one month prior to the Termination Date, or if shorter notice is given of the Termination Date as soon as possible after receiving such notice, the Tenant must inform all parties who send mail or other items to the Room of the Tenant's new postal address details for the period from and after the Termination Date. The Landlord will not accept delivery of mail or any other items for the Tenant on or after the Termination Date and any such mail or items will either be refused or marked "Gone Away", and this includes if the Tenant is returning to the Building under a separate Tenancy to occupy for the subsequent academic year.

16 Information

The Tenant and the Guarantor consent to the Landlord and those acting on behalf of the Landlord holding and processing the personal information of the Tenant and the Guarantor (including sensitive personal data) in order to perform the Landlord's obligations and functions under this Tenancy and consent to the disclosure of such personal information to a third party or third parties who are entitled to receive this information.

17 Electronic Receipt

The Parties consent to receive by electronic email receipt all notices, disclosures, authorisations, acknowledgements and other documents that are required to be provided or made available to the relevant Party by any other Party in respect of this Tenancy.

18 Guarantee

18.1 In consideration of the Landlord granting the Tenancy to the Tenant the Guarantor undertakes, as an independent and continuing obligation, to the Landlord that if the Tenant fails timeously to observe and perform any of the Tenant's obligations under this Tenancy then the Guarantor will:

18.1.1 pay to the Landlord within 10 days of receipt of a written demand any monies which are, in terms of this Tenancy, due by the Tenant to the Landlord but have not been paid (the "**Monies**");

- 18.1.2 perform any of the Tenant's obligations due to have been performed by the Tenant but which have not been performed or if such obligations cannot be performed pay to the Landlord on demand any loss suffered by the Landlord as a result of the Tenant's breach;
- 18.1.3 indemnify and keep the Landlord indemnified from and against all and any losses, costs and expenses suffered or incurred by the Landlord arising out of, or in connection with, any failure by the Tenant to observe or perform any of the Tenant's obligations under this Tenancy; and
- 18.1.4 pay to the Landlord within 10 days of receipt of a written demand the amount of all costs and expenses (including legal and other costs and expenses and any value added tax on those costs and expenses) incurred by the Landlord in connection with:
 - 18.1.4.1 the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this clause 18 or any attempt to do so; and
 - 18.1.4.2 any discharge or release of the guarantee in this clause 18.
- 18.2 The Guarantor accepts that none of the following will entitle the Guarantor to decline fully to implement its obligations under clause 18.1, namely:
 - 18.2.1 any failure or delay by the Landlord in enforcing against the Tenant the payment of the Monies or the observance or performance of the Tenant's obligations;
 - 18.2.2 the giving of time by the Landlord to the Tenant in relation to the payment of the Monies or the observance or performance of the Tenant's obligations;
 - 18.2.3 any failure or delay by the Landlord in taking proceedings against the Tenant or any of the Tenant's assets for the payment of the Monies or the observance or performance of the Tenant's obligations;
 - 18.2.4 any variation or modification of this Tenancy, the Resident's Handbook and the Nido Regulations whether or not the Guarantor was a party to such variation or modification;
 - 18.2.5 the death of the Tenant;
 - 18.2.6 the termination of this Tenancy; or
 - 18.2.7 any other act, omission, matter or thing as a result of which (but for this clause 18.2) the Guarantor would be exonerated (in whole or in part) from its obligations under this clause 18.

- 18.3 The Guarantor accepts that the guarantee in this clause 18 shall be in addition to and independent of any security held by the Landlord from time to time in respect of the discharge and performance of the Tenant's obligations under this Tenancy.
- 18.4 The Guarantor waives any right to require the Landlord first to take proceedings against the Tenant or any of the Tenant's assets before enforcing the Landlord's rights against the Guarantor under this clause 18.
- 18.5 The Guarantor accepts that the rights of the Landlord under this clause 18 shall also benefit, and be enforceable by, all successors to the interest of the Landlord under this Tenancy.
- 18.6 If the Landlord recovers any sums from the Guarantor under the guarantee in this clause 18 and subsequently recovers from the Tenant any sum in respect of the same liability then the Landlord will pay to the Guarantor the sum recovered from the Tenant up to the amount paid by the Guarantor within one month or recovery of same from the Tenant.
- 18.7 The Guarantor must notify the Landlord of any changes in the Guarantor's postal address, telephone number and email address.

19 Notices

Any notice or demand in terms of this Tenancy:

- 19.1 which is served by the Landlord on the Tenant must also be copied to the Guarantor;
- 19.2 will be deemed to be properly served:
- 19.2.1 on the Tenant if sent by first class post to or delivered by hand to the Room or the Tenant's last known address or sent by email to the Tenant's last known email address;
 - 19.2.2 on the Guarantor if sent by first class post to or delivered by hand to Guarantor's last known address or sent by email to the Guarantor's last known email address; and
 - 19.2.3 on the Landlord if sent by first class post to or delivered by hand to either (a) the Landlord's registered office or such other address as may subsequently have been notified to the Tenant or (b) the Landlord marked for the attention of the building manager at the Building, or sent by email to the Landlord's last known email address;
- 19.3 delivered by hand will be deemed to have been served the day after delivery;
- 19.4 sent by email shall be deemed to have been served the day after sending; and
- 19.5 sent by post shall be deemed to be served two Working Days after the date of posting.

20 Entire Agreement

- 20.1 This Tenancy (including any documents referred to in this Tenancy and any documents entered into or referred to on the same date, or in the future, in supplement to this Tenancy) constitutes the entire agreement between the Parties; and supersedes any prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written.

20.2 Each Party acknowledges that in entering into this Tenancy it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Tenancy or in any documents referred to in this Tenancy.

21 **No Third Party Rights**

A person who is not a party to this Tenancy shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Tenancy.

22 **Partial Voiding, Invalidity or Unenforceability**

If, at any time, any provision of this Tenancy becomes or is held to be void or of no effect or unenforceable (whether by operation of law, by reason of uncertainty or otherwise), that shall not affect the validity or enforceability of any other provisions of this Tenancy, all of which shall remain in full force and effect.

23 **Governing Law and Jurisdiction**

23.1 This Tenancy 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.

23.2 Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Tenancy or its subject matter or formation (including non-contractual disputes or claims).

24 **General Data Protection**

The Tenant and the Guarantor each acknowledge and accept that:

24.1 they have read and understood the general data protection policy on the Landlord's website relating to the holding, storage, use and sharing of personal information of the Tenant and/or the Guarantor and that of any family member, carer and/or emergency contact the Tenant and/or the Guarantor (as the case may be) provide to the Landlord.

24.2 if the Tenant and/or the Guarantor provide the Landlord or its agent with details of any family member, carer and/or emergency contact the Tenant and/or the Guarantor (as the case may be) must notify such individual of the details given to the Landlord and must share the terms of the general data protection policy on the Landlord's website and the terms of this clause 24 with such individual.

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

Signed by the Tenant

Signature:

Print full name:

Signed by the Guarantor (if applicable)

Signature:

Print full name:

Signed by the Landlord

Authorised Signatory

Print full name:

This is the Schedule referred to in the foregoing Tenancy to Occupy

Building	has the meaning ascribed in clause 4.
Common Areas	means: if the Room is within a flat, any communal areas within the Building and the Flat Common Areas of the flat in which the Room is located excluding any rooms within the Building designed to be exclusively occupied including any furnishings, fittings, fixtures or equipment within such communal areas; and if the Room is not within a flat, any communal areas within the Building including any furnishings, fittings, fixtures or equipment within such communal areas but excluding (i) any rooms within the Building designed to be exclusively occupied and (ii) the Flat Common Areas.
Contents	means the list of furniture and effects in the Room, and if applicable the Flat Common Areas, provided by the Landlord as listed in the Inventory
Guarantor	means the guarantor of the Tenant (if relevant) who will guarantee the performance of the Resident's obligations, including payment of the Rent, in the event it is paid in instalments, as set out in this Tenancy.
Flat Common Areas	means the communal areas within a flat in the Building.
Insured Risk	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, notifiable or specified diseases, prevention of access (non damage) and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
Interest	means interest on the sum in question at 4% per annum above the base rate from time to time of The Royal Bank of Scotland (or such other UK bank as the Landlord nominates).
Inventory	means the inventory containing the list of Contents and recording the general condition of the Room, the Contents and if the Room is in a flat in the Building of the Flat Common Areas.
Landlord's Policies	means all insurance policies put and kept in place by the Landlord to the extent relating to the Building or risks associated with it (but not to any other building or property) in respect of any Insured Risk.
Nido Regulations	means all reasonable regulations which the Landlord or the manager of the Building may issue from time to time for the purposes of ensuring the safety, cleanliness, security and general good management of the Building.
Parties	means the parties to this Tenancy to occupy and " Party " shall be construed accordingly.
Resident's Handbook	means the Resident's Handbook available at Nido Student Handbook , as amended from time to time or as otherwise notified by the Landlord from time to time.
Rent	has the meaning ascribed in clause 5.
Reserved Rights	means the reserved rights set out in clause 13.

Room	has the meaning ascribed in clause 4.
Start Date	means the commencement of the period of this Tenancy.
Term	has the meaning ascribed in clause 4.
Tenancy	means the tenancy created under this agreement. The Tenancy does not give rise to any statutory periodic tenancy.
Termination Date	means the End Date or date of earlier termination of this Tenancy by the Landlord.
Working Day	means any day, excluding Saturdays, Sundays and public holidays, during which the clearing banks in Scotland and England are open for business.

- 1 Any obligation in the foregoing Tenancy on either the Landlord or the Tenant or the Guarantor not to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any person under their respective control. Any guest of the Tenant is treated, for the purposes of this Tenancy, as under the control of the Tenant.
- 2 Any right reserved to the Landlord under this Tenancy may also be exercised by any superior landlord or other person authorised by the Landlord;