

Common Law Tenancy Agreement for purpose built student accommodation

THIS AGREEMENT IS MADE

<p>BETWEEN Landlord ASN Capital Lettings//ASN Capital Investments 528 Wimborne Road BOURNEMOUTH BH9 2EX</p> <p>Telephone: 01202 771441</p>	<p>AND Tenant <Tenant name></p>
	<p>AND Guarantor <Guarantor name> <Guarantor address></p>

AND IS MADE IN RELATION TO:

the **Property:** Winton Halls, 676-680 Wimborne Road, Bournemouth, BH9 2AH// The Artisan, 28 Bath Road, Bournemouth, BH1 2PE

(all that building and grounds situated at the specified address, of which the Room and Shared Flat form part)

the **Room:** Room ##

Room Type: <###>

the **Shared Flat** (not applicable in the case of self-contained studios)

(all that flat which the Room is located within, excluding such rooms that are let or intended to be let to students under tenancies other than this agreement)

Together with the **Contents** as specified in the **Inventory** to be issued by the Landlord to the Tenant on or around the commencement of the Term.

With the use of the **Shared Facilities.**

(all those parts of the Property and the items or equipment in them, excluding flats containing rooms let or intended to be let to individual students, which are intended to be used in common with other occupiers, including but not limited to any corridors, stairs, lifts, common rooms, cycle stores, courtyards and study areas).

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THE MAIN TERMS OF THE AGREEMENT ARE

A. Number of permitted occupiers

The maximum number of people permitted to occupy the Room is one.

B. Term

A FIXED TERM commencing on and including [START DATE] to and including [END DATE].

C. Rent

The total rent payable per week is £###.00 and is payable in advance in the following instalments.

Instalment	Date due	Amount
1	25th August 2026	£###.00
2	10th October 2026	£###.00
3	7th January 2027	£###.00
4	8th April 2027	£###.00

Payments should be made by direct bank deposit to the account nominated by the Landlord from time to time, or any other payment method made available by the Landlord from time to time.

D. Utility, Council Tax and Charges for Services

Water charges	Included
Council Tax (or similar replacement)	Excluded*
Heating / hot water	Included
Electricity	Included
Television licence	Excluded**
Telephone	Excluded
Internet	Included

* (the Tenant, if a full-time student will usually be exempt from Council Tax, should the Tenant no longer qualify for the exemption then the Tenant is liable for any cost that arises).

** (a television licence will be arranged by the Landlord for any television provided by the Landlord in a shared lounge or common room, if applicable).

E. Deposit

A booking deposit of £[AMOUNT EQUAL TO 1 WEEKS RENT] has already been paid by the Tenant. The booking deposit has been treated as a holding deposit in accordance with applicable law. Upon commencement of the Tenancy it will be credited toward the Deposit and/or first rent payment, unless it must be returned by law, and will be held under the terms of an authorised tenancy deposit scheme (as per clause 8) the details of which will be made available to the Tenant by the Landlord within 30 days of commencement of this Tenancy.

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The Landlord lets the Room and the Contents, together with a right to use in common with others the Shared Flat and the Shared Facilities, to the Tenant at the Rent for the Term on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

1. Form of Tenancy

- 1.1. The Parties agree that this tenancy is governed by the common law and is not an assured tenancy pursuant to paragraph 8 Schedule 1 Housing Act 1988 (as amended), on the basis that:
 - (a) the Tenant is pursuing or intends to pursue a course of study at a specified educational institution; and
 - (b) the accommodation forms part of purpose-built student accommodation; and
 - (c) the Landlord or its manager is a member of an approved code of practice at the date of this Agreement and at the date the Tenant becomes entitled to occupy (currently the ANUK/Unipol National Code approved under section 233 Housing Act 2004).
- 1.2. The Tenant confirms that at the date of this Agreement and at the commencement of the Term they are pursuing, or intend to pursue, a course of study at a specified educational institution and will provide reasonable evidence of this on request.
- 1.3. If this Agreement is signed when the Tenant is under 18 years of age, the Agreement will as a matter of law take effect as a licence to occupy until the Tenant's 18th birthday.

2. Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

- 2.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Rent and Charges

- 2.2. To pay the Rent at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 2.3. To pay any Council Tax (or similar charge which replaces it) liability that arises should the Tenant not qualify for exemption as a full-time student.
- 2.4. To pay to the Landlord, in the event of a breach of this Agreement by the Tenant, the Landlord's reasonable and evidenced losses or costs that are directly caused by that breach, to the extent permitted by law. The Landlord will not require any payment that is prohibited by the Tenant Fees Act 2019.
- 2.5. Where responsibility for a cost or expense referred to in clauses 2.3 or 2.4 is shared between the Tenant and one or more other tenants of the Property, the Landlord shall determine acting reasonably the proportion of the cost or expense due from the Tenant.
- 2.6. To assist the Tenant and in the interest of fairness the Landlord publishes through the tenant app the anticipated reasonable costs and expenses for various of the items referred to in clause 2.4.

Use of the Property

- 2.7. To occupy the Room as the Tenant's private student residence.
- 2.8. To inform the Landlord immediately if the Tenant ceases to pursue or intend to pursue a course at a specified educational institution as defined by paragraph 8 of Schedule 1 to the Housing Act 1988 (as amended).
- 2.9. Not to assign or sublet or part with or share possession of the Room or any part of it, or to allow the Room to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).

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- 2.10. Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Room for any other purpose other than a private residence for the Tenant.
- 2.11. Not to use the Property for any immoral, illegal or improper purposes.
- 2.12. To use the Property carefully and properly and not to damage it.
- 2.13. Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord, other tenants of the Property, or the owner or occupiers of any adjoining property.
- 2.14. Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 2.15. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property.
- 2.16. Not to install, connect or use any equipment that interferes with, disrupts or degrades the Property data network or internet service. Not to use the internet service for any immoral, illegal or improper purpose. Not to use the internet service excessively so as to materially affect service quality or availability for other occupiers. To comply with any reasonable fair-usage limits notified by the Landlord from time to time.
- 2.17. Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 2.18. Not to bring into the Property any pedal cycle, with the exception of a single pedal cycle stored correctly in a designated cycle store facility.
- 2.19. Not to obstruct the common parts of the Property or any Shared Facilities or keep or leave anything in them.
- 2.20. Not to smoke tobacco or any other substance or e-cigarette (or similar) device in the Property, with the exception of in a designated smoking area in an outdoor part of the Shared Facilities.
- 2.21. Not to keep any dangerous, illegal or inflammable goods, materials, or substances in or on the Property apart from those reasonably required for general household use.
- 2.22. Not to install, take into, use or keep in, the Property any heater or like object and not to burn anything with a naked flame or that smoulders, such as candles, oil lamps, incense burners, etc in the Property.
- 2.23. Not to use any open chip pan / fryer or similar.
- 2.24. Not to leave any cooking appliance in operation whilst unattended.
- 2.25. Not to open any window past the set restrictors other than in the event of an emergency evacuation.
- 2.26. Not to tamper with any fire fighting, detection or prevention equipment.
- 2.27. Not to keep any animals, reptiles, insects, rodents, birds or pet of any kind in the Property, with the exception of assistance dogs or other recognised service animals, with the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 2.28. Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 2.29. Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 2.30. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated.
- 2.31. To take all reasonable precautions to ensure efficient use of electricity, hot water and heating in the Room.
- 2.32. To comply with all rules, regulations, directions, safety procedures and evacuation arrangements that may be published by the Landlord acting reasonably from time to

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time in the tenant app, on noticeboards or by other reasonable means of communication, including e-mail.

Leaving the Property Empty

- 2.33. To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Room for more than 7 days and provide actual dates the Room will be unoccupied.

Condition of the Property

- 2.34. The Tenant acknowledges, subject to clause 2.34.1 that the Inventory is a true and accurate record of the Room, Shared Flat and the Contents, including their condition, at the beginning of the Tenancy.
- 2.34.1. If the Tenant upon occupation of the Room observes inaccuracies in the Inventory comments or proposed amendments must be submitted in writing. In the case of major or clearly observable inaccuracies these should be submitted no later than 48 hours after occupation, or receipt of the Inventory if later. Any other comments or proposed amendments must be submitted no later than 7 days after occupation, or receipt of the Inventory if later, except for latent defects not reasonably apparent on inspection.
- 2.34.2. If the Landlord agrees the proposed amendments (acting reasonably), the Inventory will be amended accordingly and will form the agreed record for deposit purposes.
- 2.35. Not to damage the Property or make any alteration in or addition to it. Not to use sticky tape, 'blu-tack' or similar, pins, nails or screws on the walls.
- 2.36. Not to decorate or change the style or colour of the decoration whether it be internal or external.
- 2.37. To keep the interior of the Room, Shared Flat and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 2.38. Not to remove any of the Contents or Shared Facilities from the Property.
- 2.39. To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.
- 2.40. Where the Property includes use of Shared Facilities, to take proper care of the same and clean as appropriate after use.
- 2.41. Not to attempt to carry out any repairs or maintenance work to any part of the Property.

Waste and Refuse

- 2.42. To keep the Property free from rubbish and place all rubbish in suitable bins within the Property.
- 2.43. To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

Access to the Room

- 2.44. To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours notice (except in an emergency, or as provided in clause 2.45):
- 2.44.1. To enter the Room to examine the state and condition of the Room and Contents and to carry out repairs or maintenance to the Room or Contents and afford them all facilities so to do.

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- 2.44.2. To enter and view the Room with prospective future occupiers.
- 2.45. Where a defect has been notified by the Tenant to the Landlord then that defect report constitutes consent for the Landlord or other persons authorised by them to enter the Room at all reasonable times to carry out such a repair without the need to give advance notice.

Keys

- 2.46. The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change the door locks.
- 2.47. Not to have any keys cut for the locks to the Property.

Tenant's Possessions

- 2.48. The Tenant acknowledges that the Landlord has arranged a block contents insurance policy for the benefit of occupiers of the Property. Details of the policy will be made available to the Tenant.
 - 2.48.1. The Tenant is responsible for satisfying themselves that the policy is suitable for their needs, including (without limitation) the scope of cover, eligibility criteria, exclusions, limits and any policy conditions, and for complying with any such conditions.
 - 2.48.2. The Tenant shall comply with all requirements of the policy and shall not do anything which may invalidate or prejudice the insurance.
 - 2.48.3. The Landlord gives no warranty or representation as to the extent or adequacy of the cover provided, and the Tenant acknowledges that any claim under the policy is a matter solely between the Tenant and the insurer.
 - 2.48.4. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's possessions, or for any refusal or limitation of cover by the insurer, howsoever arising.
 - 2.48.5. The Landlord is under no obligation to continue to arrange this cover if it is no longer available on reasonable terms.

At the End of the Tenancy

- 2.49. At the end of the Tenancy the Tenant agrees to:
 - 2.49.1. Give up the Room with vacant possession.
 - 2.49.2. Give up the Room, Shared Flat and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
 - 2.49.3. Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
 - 2.49.4. Return all keys and electronic fobs to the Landlord and pay reasonable costs of having new locks fitted and new keys cut and new electronic fobs supplied in the event that not all keys and electronic fobs are returned to the Landlord.
- 2.50. The Landlord may remove, store, sell or otherwise get rid of any furniture or goods that the Tenant does not remove from the property at the end of the Tenancy.
 - 2.50.1. Normally the Landlord will store such furniture or goods for at least 14 days after the Tenancy ends. However the Landlord may dispose of any perishable, harmful or unpleasant items and any items that reasonably appear to be waste or refuse without having to store them.
 - 2.50.2. The Landlord may dispose of other items that have to be stored after this 14-day period if they reasonably think they are not worth selling because they are of little

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or no value (taking into account the likely costs and the practicalities of a sale). The Landlord will not sell or get rid of remaining items without first notifying the Tenant to notify you, or after taking reasonable steps to try to contact the Tenant.

- 2.50.3. The Tenant is responsible for any reasonable costs the Landlord may incur in dealing with such items under this clause, and the Landlord may make reasonable charges for storage.
- 2.50.4. The Landlord is entitled to take the costs for storage from any money received from selling such furniture or goods.
- 2.50.5. Nothing in clause 2.50 permits the Landlord to dispose of personal documents in a way that would breach data protection obligations; such documents may be securely destroyed where appropriate.

3. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 3.1. The Landlord shall be responsible for repair of the Property and the Contents as required by relevant legislation (including section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018) and shall maintain the Property in accordance with the standards required of the Landlord under the ANUK/Unipol National Code.
- 3.2. The Landlord will use reasonable endeavours to carry out repairs which are the Landlord's responsibility within the following target response times:
 - 3.2.1. Priority 1 - emergency repairs (those required to avoid a danger to health, or that pose a risk to the safety of occupants or to cause serious damage to the building or occupants' belongings): within 24 hours of being reported;
 - 3.2.2. Priority 2 - urgent repairs (those that materially affect the comfort or convenience of occupants, or that are required in rooms adapted for occupants with disabilities): within 5 working days of being reported; and
 - 3.2.3. Priority 3 - non-urgent repairs (any other repair): within 28 days of being reported.
The categorisation of a reported defect will be determined by the Landlord acting reasonably.
- 3.3. The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and unless the Landlord provides suitable alternative accommodation to refund to the Tenant any Rent paid for any period in which the Room is wholly uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
 - 3.3.1. For the avoidance of doubt, any contents insurance arranged for the benefit of occupiers is subject to clause 2.48 and shall not form part of the Landlord's obligations under this clause.
- 3.4. To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 3.5. To allow the Tenant to quietly possess and enjoy the Room during the Tenancy without interruption from the Landlord, (subject to clause 2.44).
- 3.6. To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy if applicable.

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- 3.7. To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 3.8. To maintain fire safety installations and information in accordance with applicable legislation and the ANUK/Unipol National Code.

4. Interest on Arrears

- 4.1. The Tenant shall pay interest at the rate of 3% per annum above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears, calculated daily from the due date until payment is made.

5. Termination by the Landlord

- 5.1. The Landlord may terminate this Tenancy if:
 - 5.1.1. the Rent is unpaid 21 days after it becomes due (whether formally demanded or not); or
 - 5.1.2. the Tenant has committed a substantial breach of this Agreement which (if capable of remedy) has not been remedied by the Tenant within a reasonable period after written notice of the breach from the Landlord; or
 - 5.1.3. the Tenant is declared bankrupt; or
 - 5.1.4. the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 4 weeks, and the Landlord has been unable to contact the Tenant using the contact details provided, or via the contact details of the Guarantor.
- 5.2. The Landlord will give written notice of termination to the Tenant including details of the basis upon which the Landlord relies, and the date of termination.
- 5.3. If the Landlord terminates this Tenancy under clause 5.1, the Term ends on the termination date stated in the notice, but any rights or remedies that accrued before termination remain enforceable, and all Tenant's obligations under this Agreement (including the payment of Rent) continue until the Landlord has recovered possession.
- 5.4. If the Tenant breaches this Agreement, the Tenant must pay the Landlord's reasonable costs properly incurred in remedying that breach or enforcing the Tenant's obligations, to the extent permitted by law.
- 5.5. Nothing in this clause 5 affects the Tenant's rights under the Protection from Eviction Act 1977 and the Landlord may not recover possession without first obtaining a court order.

6. Termination by the Tenant

- 6.1. The Tenant may terminate this Tenancy with not less than four week's written notice if the Tenant:
 - 6.1.1. has withdrawn from their institution of study; or
 - 6.1.2. has been excluded from their institution of study; or
 - 6.1.3. has been refused admission to their institution of study; or
 - 6.1.4. has been absent from their course for more than 60 days due to illness and has agreed with their higher education provider to suspend their studies.
- 6.2. The Tenant must give written notice of termination to the Landlord and:
 - 6.2.1. specify the intended departure date (which must be at least four weeks after the notice is given)
 - 6.2.2. include reasonable evidence of the relevant circumstance (for example written confirmation from the institution of study).

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- 6.3. If the Landlord becomes aware of any defect in the notice or evidence, the Landlord will inform the Tenant as soon as reasonably practicable and give the Tenant a reasonable opportunity to correct the defect.
- 6.4. The Tenancy will end on the departure date stated in the valid notice provided that the Tenant gives vacant possession on or before that date. Until the Tenancy ends, the Tenant remains responsible for the Tenant's obligations under this Agreement, including payment of Rent.

7. Death of Tenant

- 7.1. If the Tenant dies during the Term, this Tenancy and any guarantee given in connection with it shall terminate on the date of the Tenant's death.
- 7.2. The Landlord will refund to the Tenant's estate any Rent paid in advance for any period after the date of death, calculated on a daily apportionment basis.
- 7.3. The Landlord will notify the tenancy deposit scheme administrator (currently The Deposit Protection Service) that the Deposit may be released to the Tenant's next of kin or personal representatives, and will deal with the Deposit through the scheme accordingly. Any deductions properly arising under clause 8 in respect of liabilities accrued before the date of death may be made before release, and the balance will be released through the scheme on production of reasonable evidence of authority.
- 7.4. The Landlord will not pursue the Guarantor for any liability arising after the date of death. Any liabilities properly accrued before the date of death (if any) are a matter for the Tenant's estate.
- 7.5. The Landlord will take reasonable steps to liaise with the Tenant's next of kin, personal representatives, or other authorised person regarding the removal and collection of the Tenant's belongings. The Landlord may require reasonable evidence of authority before releasing possessions.
- 7.6. If the Tenant's belongings are not collected within a reasonable period after notice has been given (or where no authorised person can be identified after reasonable steps), the Landlord may store and/or dispose of the belongings in accordance with clause 2.50.

8. Deposit

- 8.1. Although this is a common law PBSA tenancy, the Landlord protects all tenancy deposits in a Government recognised tenancy deposit protection scheme as a condition of its membership of the ANUK/Unipol National Code.
- 8.2. If a Deposit is taken it will be held and returned under the terms of the Tenancy Deposit Scheme known as *The Deposit Protection Service (The DPS)*. This is known as a Custodial scheme. The DPS shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in clause 8.4 of this Agreement.
- 8.3. The Deposit repayment process for the return of the Deposit to the Tenant (subject to clause 8.4), managed by The DPS, shall be initiated within 10 days of the last of these events:
 - 8.3.1. the end of the Tenancy,
 - 8.3.2. vacant possession of the Room and return of the keys.
- 8.4. The Landlord may propose deductions from the Deposit only for reasonable, evidenced loss or cost arising from the Tenant's breach of this Agreement (fair wear and tear excepted), including:
 - 8.4.1. the reasonable costs of compensating the Landlord for, or rectifying or remedying, any breach by the Tenant of the Tenant's obligations under this Agreement, including (without limitation) cleaning (to the check-in standard), removal/storage

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- of items left behind, and making good any damage caused to the Room, Shared Flat or Contents by the Tenant;
- 8.4.2. the reasonable cost of repairing, decorating or cleaning any other part of the Property as a result of the act or omission of the Tenant;
 - 8.4.3. reasonable costs of replacement keys, fobs, security devices, etc where not returned;
 - 8.4.4. reasonable costs of enforcement of, or remedying the breach of, any of the provisions of this Agreement, including any costs or damages awarded to us by order of the court in any proceedings we have brought against you; and
 - 8.4.5. the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.5. To assist the Tenant and in the interest of fairness the Landlord publishes through the tenant app the anticipated reasonable costs and expenses for various of the items referred to in clause 8.4.
 - 8.6. Where responsibility for a cost or expense referred to in clause 8.4 is shared between the Tenant and one or more other tenants of the Property, the Landlord shall determine acting reasonably the proportion of the cost or expense due from the Tenant.
 - 8.7. If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all reasonable and evidenced costs, charges and expenses properly due.

9. Guarantor

- 9.1. The Landlord has entered into this Tenancy Agreement at the request of the Guarantor.
- 9.2. The Guarantor agrees with the Landlord that if, at any time during the Term the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor guarantees to:
 - 9.2.1. pay any Rent and other sums due under this Tenancy Agreement within 10 working days of receipt of a written demand; and
 - 9.2.2. remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for the Landlord's reasonable and evidenced losses, damages, costs and expenses directly resulting from the Tenant's breach.
- 9.3. The Guarantor's liability will not be reduced or released by any delay or concession by the Landlord in enforcing the Tenant's covenants and obligations.
- 9.4. The Guarantor's liability will continue in effect until all sums whatsoever payable by the Tenant under this Tenancy Agreement have been paid in full and this Guarantee shall not be terminated by bankruptcy of the Tenant, subject always to clause 7.
- 9.5. This Guarantee shall constitute the Guarantor as principal debtor.
- 9.6. The Landlord may share with the Guarantor such information as is reasonably necessary to administer and enforce this Guarantee and to manage the tenancy, including information about rent payments, arrears, breaches of this Agreement, proposed deductions/claims, and (where reasonably necessary) urgent safety or welfare issues, in each case in accordance with the Landlord's published data processing notice.

10. Notices

- 10.1. For the purposes of sections 47 & 48 of the Landlord and Tenant Act 1987, the Landlord's address in England and Wales for the service of notices (including notices in proceedings) is: [Tenancy.owner], 528 Wimborne Road, Bournemouth, BH9 2EX (or

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- such other address in England and Wales as the Landlord may notify to the Tenant in writing).
- 10.2. Any notice under or in connection with this Agreement must be in writing. In this Agreement, "in writing" includes service by email, or via the Landlord's property management / tenant app or portal, as well as delivery by hand or post.
 - 10.3. A notice to the Tenant may be served: (a) by email to the email address last provided by the Tenant to the Landlord; and/or (b) via the tenant app / property management portal; and/or (c) by first class post to the Room or allocated mailbox; and/or (d) by hand delivery to the Room or allocated mailbox.
 - 10.4. A notice to the Guarantor may be served: (a) by email to the email address last provided by the Guarantor to the Landlord; and/or (b) via the property management portal; and/or (c) by first class post to the Guarantor address stated in this Agreement (or last known address); and/or (d) by hand delivery to that address.
 - 10.5. A notice is deemed received: (a) if delivered by hand, at the time it is left at the relevant address; (b) if sent by first class post, on the second Working Day after posting; and (c) if sent by email or via the tenant app / portal, on the next Working Day after it is sent, provided that no delivery failure message is received.
 - 10.6. The Tenant and Guarantor must notify the Landlord promptly of any change in their email address and/or correspondence address. If they fail to do so, service using the last notified details will be valid.
 - 10.7. The Tenant must give the Landlord a copy of any document or communication relating to the Property received by the Tenant as soon as reasonably practicable after receipt if that document or communication contains information relevant to the Landlord or imposes obligations that that relate to the Landlord's responsibility under this Agreement.

11. Applicable law and severability

- 11.1. In the event that this tenancy is determined (whether by agreement, a court or tribunal, or by operation of law) to be an assured tenancy (including an assured periodic tenancy), then:
 - 11.1.1. any term of this Agreement that is inconsistent with the statutory regime will apply only to the extent that it is lawful, and will otherwise be treated as varied or severed as far as is necessary to achieve compliance;
 - 11.1.2. the Rent shall automatically be treated as payable monthly in advance and any provision requiring payment of rent in advance in respect of a period exceeding one month shall apply only to the extent permitted by applicable law;
 - 11.1.3. any termination or recovery of possession by the Landlord will be pursued only by the lawful process applicable to assured tenancies (including use of any prescribed notices/forms and a court order); and
 - 11.1.4. the Tenant may end the tenancy by giving not less than two months' written notice expiring on the first or last day of a rental period (or such other minimum notice as may be required by applicable law from time to time).
- 11.2. 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.
- 11.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, it shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

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12. Consents

- 12.1. The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

13. Data Protection

- 13.1. The Landlord's processing of personal data relating to the Tenant and the Guarantor is described in the Landlord's published Data Processing Notice, which sets out the purposes, lawful bases, categories of recipients, retention periods, and data subject rights. The Tenant and the Guarantor confirm that they have been provided with, or directed to, that Notice.
- 13.2. The Landlord may engage processors and share personal data with the categories of recipients identified in the Data Processing Notice in connection with the performance of this Agreement. Such processors and recipients may include suppliers, sub-contractors and agents as may be necessary in order to provide services and meet obligations in connection with this Agreement.
- 13.3. The Landlord may share information about the Tenant or Guarantor with law enforcement organisations, statutory authorities, the emergency services and (where applicable) the Tenant's educational institution where permitted by the ANUK/Unipol National Code and/or where necessary to protect the vital interests of the Tenant or others, in each case in accordance with applicable data protection law and the Data Processing Notice.
- 13.4. The Landlord may share the Tenant's or Guarantor's forwarding address, contact details and information about any unpaid amounts with utility suppliers, the local authority, debt-collection agencies, and (where amounts remain unpaid following formal demand) credit reference agencies, in accordance with the Data Processing Notice.

14. Complaints

- 14.1. The Landlord operates a complaints procedure in accordance with the ANUK/Unipol National Code and applicable legislation. Details (including how to make a complaint, target response times, and the routes available for external escalation where a complaint is not resolved internally) are published on the Landlord's website and through the tenant app.
- 14.2. The Tenant may use a representative (such as a parent or guardian) to make or assist with a complaint, on giving the Landlord written notice and consent for information about the complaint to be shared with that representative.
- 14.3. Any resolution of a complaint between the Landlord and the Tenant will not be conditional on the Tenant entering into a non-disclosure agreement.

Common Law Tenancy Agreement for purpose built student accommodation

SIGNED AS AN AGREEMENT:

For The Landlord

Sign:

Date:

Tenant

<Tenant name>

Sign:

Date:

Guarantor

<Guarantor name>

Sign:

Date:

SAMPLE