HEAD-LEASED HOUSES - JOINT TENANCY

THIS CONTRACT and the Online Residences Handbook create legally binding obligations between the University and the Student so please read them and make sure you understand and agree to them before you make a commitment. This Contract is governed by English law. If you have any queries please contact Warwick Accommodation. This Contract is made on-line and does not require a signature to be binding. The date of this Contract is the date the last of the Students keys in their University login code.

Students (Name) (ID Number) With Effect From 22/09/18
Nominated N/A or such person as the Students shall subsequently notify to the University or
Person such person as the Students shall subsequently notify to the University
University The University of Warwick, Gibbet Hill Road, Coventry, CV4 7AL
E-mail: accommodation@warwick.ac.uk
Accommodation (Address) but excluding the garden and garage (if any)
Common Parts any shared facility such as grounds, entrance lobby, stairs, landings, lifts or hallways which are necessary for the purpose of gaining access to the Accommodation (but not areas shared by the Students inside the Accommodation, because these form part of the Accommodation)
Contents the fixtures fittings and equipment in the Accommodation (listed on the inventory provided at the start of the Period of Residence)
Maximum Occupancy 1
Instalment 22/09/18
Dates 22/12/18
23/03/19
22/06/19
Period of Residence Starting at 22/09/18 and ending at 24/08/19
Rent £ Fee per week for the Period of Residence, due as one lump sum (calculated as £ Fee multiplied by the number of weeks in the Period of Residence) payable in advance on or before the first day of the Period of Residence. The rent includes payment for the Services
Residence Where the Accommodation is part of a larger building, the building and its grounds
Rights (a) to use the Contents
(b) to use the Common Parts
(c) to use the garden (if any) (subject to clause 1.18)
Services (a) repair of the Accommodation
(b) insurance of the Accommodation
(c) insurance of the Student(s) personal possessions provided by the by the University's selected insurance provider and subject to the terms of the insurance policy which may be found here

https://warwick.ac.uk/services/accommodation/insurance

Termination Notice Written notice as defined in clause 5.1 of this Contract

Subject to clause 5, the University agrees to grant and the Student(s) agree to take a tenancy of the Accommodation for the Period of Residence on the conditions set out in this Contract and in the Online Residences Handbook and the terms and conditions of personal possessions insurance set out at https://warwick.ac.uk/services/accommodation/insurance
Subject to clause 3.7 the University agrees that the Rent may be payable in instalments on the Instalment Dates as prescribed in your online student finance account, details of which have been provided to you prior to the date of this Contract.

1.0 Students' Obligations

1.1 To pay to the University the Rent for the Period of Residence

1.2 Subject to clause 3.7 the Student(s) may pay the Rent in instalments on the Instalment Dates as prescribed in their respective online student finance accounts, details of which have been provided to each of them prior to the date of this Contract.

1.3 To check the inventory and report any discrepancy to the University within 7 days of the start of the Period of Residence.

1.4 To keep the Accommodation and the Contents in a clean and tidy condition and not to dirty or untidy the Common Parts.

1.5 At the end of the Period of Residence to leave the Accommodation in a clean and tidy condition, remove all personal belongings and return all keys to the University.

1.6 To allow the University (or anyone authorised by the University, which will include the superior landlord of the Accommodation) at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing inspection maintenance or repair (no notice being necessary in an emergency or where the need for repair was reported by the Student(s)).

1.7 To comply with all applicable legislation to avoid the Students' actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property.

1.8 To comply with the University's Regulations previously made available to the Student(s).

1.9 To report to the University as directed in the Online Residences Handbook any damage or want of repair within 24 hours of becoming aware of it.

1.10 To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them (including but not limited to recovery of Rent arrears, making good damage to the Accommodation caused by the Students etc.).

1.11 Promptly to send to the University a copy of any communication the Student(s) receive which is likely to affect the Accommodation (including but not limited to complaints by neighbours, the Local Authority, burst pipes causing damage to neighbouring properties etc.).

1.12 Not to alter, add to or do anything which may cause damage to the Accommodation, electrical installation or equipment in the Accommodation (or the Residence, where applicable) or which may be a fire risk or in any other way put the health and safety or security of others or the University's or other people's property or invalidate the University's block insurance policy (see https://warwick.ac.uk/services/accommodation/insurance).

1.13 Not to put anything harmful or which is likely to cause blockage in any pipes or drains.

1.14 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Contents or the Common Parts (or any part of the Residence, where applicable).

1.15 Not to use the Accommodation for any purpose other than as a private residence for student(s) pursuing a course of study provided by the University.

1.16 Not to bring additional furniture (including but not limited to chairs, tables, rugs etc) in to the Accommodation without the prior written consent of the University.

1.17 Not to share the Accommodation with any person who is not named in this Agreement, or sub-let it, or transfer occupancy to any person. Not to exceed the Maximum Occupancy, except that occasional overnight visitors are allowed, on the conditions set out in the Online Residences Handbook.

1.18 Not to cause any nuisance, disruption, harassment or persistent disturbance to the University or any neighbouring properties or occupants and each of the Students must have due regard for the privacy, safety and well-being of the others sharing the Accommodation and to the occupiers of neighbouring properties.
1.19 Not to add to or change the physical telephone services installations or other affixed cabling at the Accommodation without the University's prior written consent and not to add to or change the physical information technology services installation or supply in the Accommodation. For the avoidance of doubt, it shall be the responsibility of the students at the start of or during the Period of Residence to pay any reconnection charges if they wish to have a telephone line at the Accommodation and the service has been discontinued at the request or default of a prior occupier.

1.20 Not to bring into the Accommodation any animal unless it is an aid for a disabled person.

1.21 Not to park any vehicle at or near the Accommodation in such a way so as to cause a nuisance to the University, other occupiers or neighbouring properties.

1.22 Not to cause any obstruction of the Common Parts.

1.23 To pay to the local authority (or to the University if the University has paid) any Council Tax which is imposed on the Accommodation as a result of the Student(s) or any of them ceasing to be entitled to Council Tax exemption.

1.24 To promptly pay all invoices for utilities and other goods and services supplied to the Accommodation during the Period of Residence (except those which the University is liable to pay for under this Contract).

2.0 University’s Obligations

The University agrees:

2.1 To provide the Services. In relation to personal possessions insurance, if the University changes insurance providers, or the terms and conditions of the insurance policy change, the University will notify you in writing. The latest insurance policy can be found here https://warwick.ac.uk/services/accommodation/insurance

2.2 Except in the case of an emergency and for reported repairs to give the Students at least 24 hours notice prior to entering the Accommodation.

2.3 Not to interrupt the Students' occupation of the Accommodation more than is reasonably necessary.

2.4 To process the Students' personal data in accordance with the Student Privacy Policy https://warwick.ac.uk/services/accommodation/privacynotice

3.0 Other conditions

3.1 The Student(s) are responsible for the conduct of any invited visitor(s).

3.2 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Contract and otherwise personal belongings left at the Accommodation are at the Student(s) own risk. Although the student(s) personal belongings are insured under the University's block insurance policy (see https://warwick.ac.uk/services/accommodation/insurance) that insurance is subject to the conditions, exclusions, limitations and excesses of the policy to which your attention is drawn.

3.3 The University is not liable to repair any damage caused by the Student(s) unless the cost is met by insurance or by the Student(s) (any excess on the policy being payable by the Student(s)).

3.4 This Contract does not affect the University's disciplinary powers.

3.5 The University is entitled, at the Student(s) expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student(s) on the termination of this Contract. The University is entitled to remove any item left in the Accommodation (or the Residence where applicable) by the Student(s) at the end of the Period of Residence and shall not be obliged to return it to the Student(s).

3.6 The Student(s) shall only be permitted to continue to pay the Rent by instalments if and for so long as the full amount of each instalment is made on the Instalment Dates. If within 21 days of an Instalment Date the Student(s) has failed to pay the full amount of the instalment then the right to continue to pay the Rent by instalments shall immediately cease and any
outstanding balance of the Rent for the whole Period of Residence shall become payable immediately. If you are experiencing difficulty in making Rent payments, please contact the University Student Finance Office in advance of the relevant payment date.

3.7 This Contract is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988. Although the Rent is calculated by reference to a weekly sum, Rent is not payable weekly and this tenancy is not a weekly tenancy, the tenancy period is for a duration as defined by the Period of Residence above.

3.8 Notices under this Contract must be in writing and the University's address for service is given on the first page of this Contract. The University will serve all notices on the Nominated Person (if any) and notices served on the Nominated Person are deemed to be served on all the Students. The Nominated Person's responsibility is limited to administrative convenience, and the Nominated Person has no greater or lesser responsibilities under this Contract than the other Students names in it.

3.9 This Contract is not intended to confer any benefit to anyone who is not party to it.

3.10 This Contract together with the Online Residences Handbook contains all the terms agreed to by the University and the Student(s) at the time it comes into effect and any variation to the terms will only be effective if agreed by Warwick Accommodation. The University will confirm any agreed variation to the Student(s) in writing at the time the variation is made.

3.11 The Student(s) are jointly and severally liable for all their obligations in this Contract. This means that the group, and each of them individually, is responsible for (a) the total Rent and not just the individual's share as a proportion of the number of occupiers, and (b) for the condition of the whole Accommodation, not just the individual's contribution as a proportion of the number of occupiers.

3.12 The Student(s) shall allow the University (and all those properly authorised by it) at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair (no notice being necessary in an emergency or where the need for repair was reported by the Student(s)).

4.0 Termination of this Contract

4.1 Without prejudice and in addition to the University's right to terminate under clause 5 below, the University may terminate this Contract at any time by serving notice on the Student(s) if:
(a) Any payment is overdue by 21 days or more; or
(b) Any of the Students are in serious or persistent breach of any of the Students' obligations; or
(c) Any of the Students does not have status as a registered student of the University; or
(d) In the reasonable opinion of the University the conduct, health or behaviour of any of the Students constitutes a serious risk to him/herself or others or the University's or other people's property but the Student(s) will remain liable for payment of the Rent until the end of the Period of Residence or, if earlier, until the Accommodation is re-let.

This clause 4.1 does not affect any rights of the Student(s) under the Protection from Eviction Act 1977. The University cannot evict the Student(s) without a court having first made an order for possession.

4.2 Where the reason for termination is because of the conduct, status and/or health of one or more individuals as opposed to the conduct, status or health of all the Students, the University will state in the notice the names of the individual(s) concerned. The University may grant the remaining Students along with any replacement student(s) acceptable to the group a new tenancy for the remainder of the unexpired Period of Residence. There will be no reduction in Rent if a new tenancy is granted to a smaller group.

4.3 The Student(s) may terminate this Contract at any time by serving notice on the University but unless the reason for termination is a serious or persistent breach of any of the University's obligations in this Contract the notice shall not become effective and the Students shall remain liable for the Rent until:
(a) The Student(s) have complied with all their obligations up to the date of termination; and
(b) Another group of students who are not already in University accommodation and who are
reasonably acceptable to the University enter into a contract for the remainder of the Period of Residence.

4.4 If only one or some of the Students (but not all) wish to leave the Accommodation during the Period of Residence, they may apply to the University for release from this Contract and the University shall release the student(s) wishing to leave if (but not until) the Students have complied with all their obligations up to the date of release and either:
   (a) another student (or other students) not already in University accommodation and reasonably acceptable to the University and acceptable to the remainder of the group enter(s) into a contract for the remainder of the Period of Residence; or
   (b) the remaining Students agree to the departing student's release and agree to pay the full Rent for the Accommodation for the remainder of the Period of Residence (and enter into a new contract accordingly).

The University will promptly notify the Students when the release and new contract takes effect and the departing student shall remain jointly liable for compliance with all terms under this Contract until the release date specified in the notice.

4.5 The University will assist the Student(s) in trying to find replacement tenant(s) but the primary responsibility for finding replacement(s) will be on the student(s) required or wishing to leave.

4.6 If this Contract is terminated early (or a student qualifies for early release) the University will refund to the Students (or the student concerned, where they are being replaced) a fair proportion of pre-paid Rent as soon as possible after the termination becomes effective but pre-paid Rent will only be refunded for the period for which the University is able to, and after it has, re-let the Accommodation (or taken a replacement student tenant).

4.7 (a) The University reserves the right to relocate the Students or any of them to comparable alternative University accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because one or more of the Students is in breach of one or more of their obligations in this Contract the Students will have the right to terminate this Contract (without having to comply with the conditions in clause 4.3) as an alternative to relocating.
   (b) Where the University relocates the Students or any of them because the Students or any of them is/are in breach of one or more of their obligations in this Contract or where the relocation is made at the Student's request or at the request of one or more of them) the Students shall pay the University an administration fee of £35 per relocating Student.
   (c) Where one or more of the Student(s) chooses to relocate clause 4.4 applies and where the University requires one or more of the Student(s) to relocate clauses 4.1 and 4.2 apply.

4.8 If the Students do not take possession of the Accommodation, they will still remain liable for the Rent and the performance of their obligations in this Contract until the end of the Period of Residence or, if earlier, until the Accommodation is re-let. The University will take reasonable steps to re-let the Accommodation.

5.0 Termination for sums owed

5.1 The University shall be entitled to terminate this Contract with immediate effect by serving written notice to terminate this Contract on the Student(s) if any sum owed by the Student(s) to the University in relation to the Accommodation or any other accommodation owned by the University remains unpaid for more than 21 days after the date on which it fell due. For the avoidance of doubt and by way of illustration only such termination could occur prior to the commencement of the Period of Residence if the Student(s) owes sums to the University in relation to accommodation costs from a previous academic year.

5.2 If this Contract is terminated in accordance with clause 5.1 then:
   (a) if such termination occurs prior to the Period of Residence the Student(s) shall not be entitled to take up occupation of the Accommodation and the University shall be under no obligation to provide keys or access to the Accommodation;
   (b) where the Student(s) is already in occupation of the Accommodation, then the Student(s) shall surrender to the University all keys for the Accommodation and shall vacate the Accommodation (including removal of all personal possessions from the Accommodation), but otherwise leaving the Accommodation in the condition required by this Contract; and
(c) the Student(s) shall provide the University with a valid forwarding address at which the Student(s) can be contacted after the end of the Contract

6.0 Charities Act 2011

6.1 The Accommodation let by this agreement is held by The University of Warwick, an exempt charity.

I have read the Energy Performance Certificate for the selected ___ ___.

Electronically authorised on behalf of the University
Agreed by the students each entering their University login code

(Names), Room Number, £Fee per week