

## HEAD-LEASED HOUSES - JOINT TENANCY



THIS CONTRACT, the Residences Handbook and the terms and conditions of Endsleigh's insurance cover 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 which international students may find quite different to the law which applies in their own country. Take advice before proceeding. 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 his/her University login code.

Students	STUDENT NAME, WARWICK ID NUMBER, With Effect From DATE
Nominated Person	GROUP LEADER NAME or such person as the Students shall subsequently notify to the University or 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	PROPERTY ADDRESS
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	NUMBER OF ROOMS IN PROPERTY
Payment Dates	DATES ON WHICH RENT INSTALLMENTS ARE DUE FOR PAYMENT
Period of Residence	LET LENGTH START AND END DATES
Rent	PRICE PER WEEK payable in NUMBER OF instalments in advance during 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

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 Residences Handbook and the terms and conditions of personal possessions insurance set out at [www.warwick.ac.uk/accommodation](http://www.warwick.ac.uk/accommodation).

## **1.0 Students' Obligations**

- 1.1 To pay the Rent to the University by direct debit in advance on or before the Payment Dates
- 1.2 To check the inventory and report any discrepancy to the University within 7 days of the start of the Period of Residence
- 1.3 To keep the Accommodation and the Contents in a clean and tidy condition and not to dirty or untidy the Common Parts
- 1.4 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
- 1.5 To allow the University (or any 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))
- 1.6 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
- 1.7 To comply with the University's Regulations previously made available to the Student(s)
- 1.8 To report to the University as directed in the Residences Handbook any damage or want of repair within 24 hours of becoming aware of it
- 1.9 To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them, including a late payment charge (at the rate stated in the Student Finance website: [www.warwick.ac.uk/ao/finance/whentopay/late\\_fees/](http://www.warwick.ac.uk/ao/finance/whentopay/late_fees/) ) of the outstanding balance for each late payment of rent
- 1.10 Promptly to send to the University a copy of any communication the Student(s) receive which is likely to affect the Accommodation
- 1.11 Not to alter, add to or do anything which may cause damage to the 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 the University's block insurance policy with UK & Ireland (see [www.warwick.ac.uk/accommodation](http://www.warwick.ac.uk/accommodation))

- 1.12 Not to put anything harmful or which is likely to cause blockage in any pipes or drains
- 1.13 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)
- 1.14 Not to use the Accommodation for any purpose other than as a private residence for student(s)
- 1.15 Not to bring additional furniture in to the Accommodation
- 1.16 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 Residences Handbook
- 1.17 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others 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.
- 1.18 Not to add to or change the telephone services to the Accommodation without the University's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation
- 1.19 Not to bring into the Accommodation any animal unless it is an aid for a disabled person
- 1.20 Not to park any vehicle at or near the Accommodation so as to cause a nuisance
- 1.21 Not to cause any obstruction of the Common Parts  
To pay to the local authority (or to the University if the University has paid)
- 1.22 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  
To promptly pay all invoices for utilities and other goods and services
- 1.23 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**

- 2.1 To provide the Services
- 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 Not to disclose personal information obtained from the Student(s) except as permitted by clause 3.2 of this Contract or where there is serious risk of harm to the Students, to others or to the University's or other people's property

## **3.0 Other conditions**

- 3.1 The Student(s) are responsible for the conduct of any invited visitor(s)
- 3.2 The Student(s) hereby each authorise the University to use his/her/their personal data for all lawful purposes in connection with this Contract (including debt recovery, crime prevention, allocating rooms or where there is

a serious risk of harm to the Student(s) or any of them, or to others, or to the University's or other people's property)

- 3.3 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 personal belongings left at the Accommodation are at the Student(s) own risk. Although the student(s) personal belongings (up to a maximum value of £6000 in total) are insured under the University's block insurance policy with Endsleigh (see [www.warwick.ac.uk/accommodation](http://www.warwick.ac.uk/accommodation)) that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. 'Top up' insurance cover is available direct from Endsleigh, and details of how to arrange this are given on Endsleigh's web-site.
- 3.4 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))
- 3.5 This Contract does not affect the University's disciplinary powers
- 3.6 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)
- 3.7 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
- 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 Residences Handbook and the terms and conditions of Endsleigh's insurance cover) 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 the Accommodation Manager of the University's 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 the Rent and the condition of the whole Accommodation, not just a proportionate share depending on the number of occupiers

#### **4.0 Termination of this Contract**

- 4.1 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 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
- 4.2 Where the reason for termination is because 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 will grant and the remaining students will take a new tenancy, either as a smaller group or jointly with replacement student(s) acceptable to the group. There will be no reduction in Rent if the 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 (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): (a) the Students have complied with all their obligations up to the date of release; and either (b) 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 (c) 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. The University will promptly notify the Students when the release takes effect and the departing student shall remain jointly liable 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

I have read the Energy Performance Certificate for the selected [property](#)

Electronically authorised on behalf of the University

Agreed by the students each entering their University login code

STUDENT NAME, ROOM DETAILS, ROOM PRICE PER WEEK