HEAD-LEASED HOUSES - TENANCY AGREEMENT

THIS CONTRACT and the Online Residences Handbook (located at:)

https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/offcampushandbook2022

create legally binding obligations between the University and each of the Students 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 into the online contract portal. For the avoidance of doubt, unless and until all of the Students have keyed in their University login codes into the online contract portal, and within the deadline stipulated by Warwick Accommodation, then this Contract shall be of no effect.

This Contract contains some obligations which are personal to each Student on an individual basis, and some obligations which apply to all of the Students together as a group. Apart from Common Areas for which responsibility is shared, most obligations in this Contract are several (individual) rather than joint (collective).

Students (Name), (ID Number) With Effect From 25/09/2021
Nominated Name or such person as the Students shall subsequently notify to the University
Person
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 Dates 25/09/2021
25/12/2021
26/03/2022
25/06/2022

Period of Residence Starting at 25/09/2021 and ending at 27/08/2022

Rent £Fee per week for the Period of Residence, due as one lump sum (calculated as £143.00 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 1.19)

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 each of the Students 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. Student's Obligations

Each Student's obligations are as follows:

1.1. To pay to the University their proportion of the Rent for the Period of Residence

1.2. Subject to clause 3.7 the Students 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 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 Students)

1.7. To comply with all applicable legislation to avoid the Student's 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 Students

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 Students' 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. To pay interest at the rate of 3% per annum above the Bank of England's base rate on any Accommodation Fee lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the Accommodation Fee should have been paid until the date that the Accommodation Fee is actually paid

1.12. Promptly to send to the University a copy of any communication the Students 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.)

1.13. 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)

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

1.15. Not to remove, 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)

1.16. Not to use the Accommodation for any purpose other than as a private residence for students
pursuing a course of study provided by the University

1.17. 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

1.18. 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

1.19. 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

1.20. 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

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

1.22. 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

1.23. Not to cause any obstruction of the Common Parts

1.24. 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 any of the Students ceasing to be entitled to
Council Tax exemption

1.25. 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. 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 details 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 each of the Students' personal data in accordance with the Student Privacy Policy
(https://warwick.ac.uk/services/accommodation/privacynote)

3. Other conditions

3.1. The Students 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 (to the extent permitted by English
Law) 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 Students' own risk. Although
each of 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 Students unless the cost is met by insurance or by
the Students (any excess on the policy being payable by the Students). Each Student will be held responsible for
damage caused to their own bedroom and en suite (if any). For damage caused to common areas, the Students shall be held equally responsible unless a particular Student(s) from the group admit responsibility for the damage

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

3.5. The University is entitled, at the Students' 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. Each Student 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 a Student has failed to pay the full amount of the instalment then that Student's right to continue to pay the Rent by instalments shall immediately cease and any outstanding balance of that Student's proportion 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. Notice sent by email to the Accommodation Office email address will be accepted as written notice. The University will serve all notices on the Nominated Person (if any) or on the Students. 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. Notices served on the Nominated Person or the Student shall be deemed served if sent to the email address(es) on record for the Nominated Person or Students

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 (which can be found here: [https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/offcampushandbook2022](https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/offcampushandbook2022)) contains all the terms agreed to by the University and each Student 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 each Student in writing at the time the variation is made

3.11. Each Student is severally liable for their obligations in this Contract. This means that each of them individually is responsible for (a) their individuals share of the Rent as a proportion of the number of occupiers, (b) for the condition of their bedroom and en suite (if any), and (c) an equal share of the Common Parts

3.12. The Students 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 Students

3.13. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract

4. 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 in respect of any individual Student(s) at any time by serving notice on the relevant Student(s) if:

(a) Any payment is overdue by 21 days or more; or

(b) A Student is in serious or persistent breach of any of the Student's obligations; or

(c) A Student 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 a Student constitutes a serious risk to their or others or the University's or other people's property but, if any of the circumstances in 4.1 (a) - (d) above apply, each Student will remain liable for payment of their proportion of the Rent until the end of the Period of Residence or, if earlier, until the Accommodation is re-let.

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

4.2. If one or some of the Students 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) those Students have complied with all their obligations up to the date of release and 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. 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.

4.3. The University will use reasonable endeavours to 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.

4.4. If this Contract is terminated early (or a student qualifies for early release) the University will refund to the relevant Students 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).

4.5. (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 4.2) 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.

4.6. 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. 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 or managed 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 owned or managed by the university 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. Charities Act 2011

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

Online Residences Handbook
https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/offcampushandbook2022

Dignity at Warwick
https://warwick.ac.uk/services/equalops/findsupport/dignityatwarwick

I have read the Energy Performance Certificate for the selected (Link).
Electronically authorised on behalf of the University
Agreed by the students each entering their University login code

(Name), Property code/Band/Room Code/Room £Fee per week