



**STUDENT TENANCY IN RESPECT OF**

***[Property Address 1]***  
***[Property Address 2]***  
***[Property Address 3]***  
***[Property Address 4]***  
***[Property Postcode]***

Dated: ***[Date of Printing]***

By this agreement **Buckinghamshire New University** (the “**University**”) hereby grants to the tenants named below a Student Tenancy for the Property stated below for the duration and the licence fee specified below, subject to the terms and conditions of the Student Tenancy, detailed from page 4.

1. Date of Printing: ***[Date of Printing]***

## **2 The Tenants**

2.1 Name: ***[Student 1]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

2.2 Name: ***[Student 2]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

2.3 Name: ***[Student 3]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

2.4 Name: ***[Student 4]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

2.5 Name: ***[Student 5]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

2.6 Name: ***[Student 6]***  
Home Address: ***[H.Add 1], [H.Add 2], [H.Add 3], [H.Add 4], [H.P/Code]***

3. Property for ***[No of Rooms]*** students at:  
***[Property Address 1]***  
***[Property Address 2]***  
***[Property Address 3]***  
***[Property Address 4]***  
***[Property Postcode]***

4. Duration of Student Tenancy:  
From: ***[Tenancy Start Date]***  
To: ***[Tenancy End Date]***

5. Accommodation Fees  
***[Total Student Annual Rent for property]*** being the total amount due for all rooms in the Property for the period of the Student Tenancy

6. Deposit  
£200 per Tenant

7. “The Tenant” in this agreement means the person or persons named in clause 2 above (inclusive)

Signed by:

\_\_\_\_\_  
For and on behalf of the **Buckinghamshire New University**  
(the Landlord)

In the presence of Witness: \_\_\_\_\_

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Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 1]**

In the presence of Witness: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 2]**

In the presence of Witness: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 3]**

In the presence of Witness: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 4]**

In the presence of Witness: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 5]**

In the presence of Witness: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
(The Tenant)

Print:

**[Student 6]**

In the presence of Witness: \_\_\_\_\_

## Terms and Conditions of Student Tenancy

8. The University gives the Tenant permission to live in the Property specified in the Tenancy and to use all items in the Property in common with all other persons whom the University allows to live there. The University may specify which room in the Property the Tenant is to occupy, and may direct the Tenant to move to another room.
9. At no time shall there be any person other than the Tenant named on the Tenancy residing permanently at the property. See 16.3.13
10. The Tenancy shall continue for the period shown in Clause 4, above, unless it is ended by the University giving not less than 28 days notice to the Tenant named on the Tenancy.

### 11. Tenancy Fees

#### The Tenant agrees:

- 11.1. To pay accommodation fees in one of the agreed methods:
  - 11.1.1. The fee for the Tenancy period to be paid in full on or before the commencement date of the Tenancy.
  - 11.1.2. The fee for the full Tenancy period to be paid in 3 instalments; payment dates of **Tuesday 13<sup>th</sup> October 2009**, **Tuesday 12<sup>th</sup> January 2010** and **Tuesday 23<sup>rd</sup> March 2010**.
- 11.2. To pay by Direct Debit or credit/debit card.
- 11.3. To state the method by which he/she intends to pay the accommodation fees either before or at the time of signing the Tenancy by completing the relevant form.
- 11.4. To notify the University if payment details change to avoid rejection, when payments are processed.

### 12. Deposit

- 12.1. As security for the above obligations each Tenant shall immediately pay the University a returnable Deposit of two hundred pounds (£200).
- 12.2. No interest will be paid on the Deposit.
- 12.3. If accommodation is not taken up then the deposit will be forfeited.
- 12.4. The Deposit is held as security for the performance of the Tenant's obligation under this agreement and to compensate the University for any breach of those obligations.
- 12.5. The Deposit will be refunded to the Tenant, less any deductions, within 60 Days once the property has been yielded up to the University.
- 12.6. The Deposit is not transferable by the Tenant in any way.
- 12.7. The Deposit will be kept at £200 (two hundred pounds) during the Term of the Tenancy. If there is a breach of the Tenancy, which causes a charge to be levied on the Tenant, an invoice will be raised and the Tenant notified. The Tenant will have 14 days in which to pay the invoice
- 12.8. The cost of any unattributed damage in communal areas will be divided equally between the residents.
- 12.9. Where the University has more than one reason to claim against the Deposit, the University may choose the allocation of the Deposit against those claims.
- 12.10. In the event that the total amount due at the end of the Tenancy exceeds the amount of the Deposit the Tenant shall reimburse the University the further amount, within 14 days of the request being made.
- 12.11. The balance of the Deposit will be refunded by **BACS payment**.
- 12.12. In the case of a disagreement the Tenant can appeal against Deposit charges, in writing, addressed to the **University** Accommodation Manager at the address in clause 22.

Signature\_\_\_\_\_ Signature\_\_\_\_\_ Signature\_\_\_\_\_

Signature\_\_\_\_\_ Signature\_\_\_\_\_ Signature\_\_\_\_\_

**13. Legal Notices**

- 13.1. Any Notice given by or on behalf of the University or any other document to be served on the Tenant shall be deemed to have been served on the Tenant, if it is:
  - 13.1.1. Left at the property during the tenancy period; or
  - 13.1.2. Sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the property during the tenancy period; or
  - 13.1.3. Sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant during the Tenancy period.
- 13.2. Any Notice given by the Tenant or any other document to be served on the University shall be deemed to have been served if it is:
  - 13.2.1. Left at the University’s Accommodation Office only or sent by ordinary post in a pre-paid letter, properly addressed to the University at the address in clause 22.
  - 13.2.2. Sent by Recorded Delivery in a pre-paid letter, properly addressed to the University at the address in clause 22.
  - 13.2.3. If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

**14. Notices Received by the Tenant**

- 14.1. If a relevant Local Authority gives notice or makes an order in respect of the property, the Tenant shall provide full particulars of that notice or order to the University within 7 days. All reasonable steps (that are appropriate to the situation) should be taken to comply with it, in consultation with the University.

**15. Possession**

- 15.1. By following the due process of law, and without prejudice to other rights and remedies of the University, the University may terminate the tenancy if:
  - 15.1.1. The rent or any part of it is in arrears for seven days or more, whether formally demanded or not, the Tenant is in breach of any of the obligations under this agreement.
  - 15.1.2. Failure to pay rent, or comply with the terms and conditions of the Tenancy, will result in the University giving 28 days notice to leave the accommodation.

**16. Tenant’s Obligations**

**16.1. Payments**

**The Tenant shall**

- 16.1.1. Pay the rent on the day and in the manner specified in this Tenancy.
- 16.1.2. Pay for the reconnection of gas and electricity or telephone if the disconnection results from any act or omission of the Tenant.
- 16.1.3. Pay a charge of £25 to the University for any payment presented to the University’s bank that is returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 16.1.4. Arrange immediately with the relevant companies and authorities for all accounts in respect of gas, electricity, council tax and telephone where appropriate at the Property to be in the joint names of the Tenant and to pay all charges and costs for all utilities, and in the case of council tax, to submit the relevant exemption forms. Properties that have bills included in their rent are excluded from this clause.
- 16.1.5. Notify the relevant authorities and arrange and pay final accounts at the end of the Tenancy. Any bills found at the Property by the University, after the end of the Tenancy will be opened and forwarded to the Tenant. Permission is given for the University to pass on details of the Tenancy

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including Tenant contact details to the utility company. In the case of council tax, if exemption certificates are not completed then the same information will be provided to Wycombe District Council. Properties fully occupied by students are exempt from council tax provided the relevant paperwork is completed.

- 16.1.6. Pay to the University, upon an indemnity basis, all legal and other costs and disbursements and VAT where appropriate, **which have been** incurred by the University in enforcing or attempting to enforce (whether by legal process including distress or by correspondence or otherwise) the provision of this agreement (including without prejudice to the generality of the foregoing) recovering rent or other monies payable hereunder or recovering possessions of the Property for any reason whatsoever or any other action arising out of any breach, non-performance or non-observance by the Tenant of the provisions of this agreement and to indemnify and keep indemnified the University against such costs.

## 16.2 Repairs and Maintenance

**The Tenant will report all maintenance issues at the earliest opportunity to the Accommodation Service.**

- 16.2.1 For routine maintenance, during office hours, i.e. 9am-5pm, Monday to Thursday and 9am-4.30pm, Friday, report all issues to the Accommodation Service, as detailed in Clause 22 below, **in person** or by emailing [accom@bucks.ac.uk](mailto:accom@bucks.ac.uk). The Accommodation Service will then make an arrangement for a workman or the Owner to visit the Property.
- 16.2.2 For emergency maintenance, outside office hours, i.e. all times not detailed in clause 16.2.1, contact the Accommodation Support Officer on duty on 07734 133210.

## 16.3 The Property

### The Tenant shall:

- 16.3.1 Notify the University forthwith and in writing of any notices, proceeding or lettings relating to the Owner, the Property or the use of the Property.
- 16.3.2 Notify the University Accommodation Service, forthwith, and in writing, if the whole property is to be left empty by all students for more than 14 days.
- 16.3.3 Not change bedrooms without first gaining permission from the Accommodation Service.
- 16.3.4 Notify the Accommodation Service of any loss, damage or occurrence which may give rise to a claim under the Owner's insurance.
- 16.3.5 Forward any correspondence addressed to the Owner of the Property or the University and other notices, orders and directions effecting without delay to the Accommodation Service.
- 16.3.6 Co-operate in the making of any claim under the Owner's insurance
- 16.3.7 Use the Property in a Tenant like manner.
- 16.3.8 Keep the property in a clean and tidy condition; this will be assessed by the University at least twice during the tenancy and again for the exit inventory. Failure to do so could result in cleaners being employed to carry out the work, with the cost being passed to the tenants. Failure to do so may also be treated as a breach of this Student Tenancy and could result in legal action being taken to recover possession of the property.
- 16.3.9 Manage all waste appropriately in line with Wycombe District Council guidelines, ensuring to prevent any build-up of waste in or on the premises. Failure to do so could result in the engagement of additional services and relating costs, with the costs being passed to the Tenant. Failure to do so may also be treated as a breach of this Student Tenancy**

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and could result in legal action being taken to recover possession of the property.

- 16.3.10 Clean the inside windows of the Property as often as necessary and in the last two weeks of the Tenancy.
- 16.3.11 Manage waste disposal in line with instructions from Wycombe District Council and reimburse the University for any charges incurred by failure to do so.
- 16.3.12 Not remove any of the Owner's possessions from the Property, without first obtaining permission from the University.
- 16.3.13 Not add any furniture to the Property.
- 16.3.14 Not make any amendments to the décor of the Property.
- 16.3.15 Take all necessary precautions to prevent the water, waste pipes, cisterns, water closets (wc's), sinks and basins from being damaged by frost. In the event of such damage occurring as a result of negligence by the Tenant, the Tenant shall pay the University to make good, replace or repair. The Tenant shall also keep the drains free from all obstruction, latent defects and fair wear and tear expected.
- 16.3.16 Not assign, under let or part with or share possession of the whole or any part of the Property.
- 16.3.17 Not permit any visitor to stay more than two nights out of seven nights.
- 16.3.18 Not permit anyone to occupy the property without at least one of the legal tenants being present.
- 16.3.19 Permit a University employee, or Owner of the property, after giving a minimum of 24 hours notice and at a reasonable hour of the daytime, to enter the Property to view the state and condition and to execute repairs and other works upon the Property or Owner's contents.
- 16.3.20 Permit the University to use their keys to gain access within three days of such a request being made (except in the case of an emergency when access shall be immediate), if the Tenant is unable to grant access to the University.
- 16.3.21 Not add any antennae, aerial or satellite dish to the building without the permission of the University.
- 16.3.22 Not change the locks (or install additional locks) to any doors in the property, nor make any additional keys for the locks. All keys are to be returned to the University at the end of the Tenancy.
- 16.3.23 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 16.3.24 Not disable or alter the operation or code of the burglar alarm if fitted.
- 16.3.25 Keep the Property, at all times, sufficiently well aired and warmed to avoid build up of condensation, to prevent mildew growth and to protect it from frost.
- 16.3.26 Not block ventilators provided in the Property.
- 16.3.27 Report to the University any brown sooty build up around gas appliances immediately.
- 16.3.28 Not use any gas appliance that has been declared unsafe by a CORGI engineer.
- 16.3.29 Not keep, use, or permit to be used, any candles, oil stove, paraffin heater, sheesha or other portable fuel-burning appliance.
- 16.3.30 Be responsible for ensuring that any television used is correctly and continually licensed.
- 16.3.31 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 16.3.32 Not affix any notice, sign, poster or any other thing to the internal or external surface of the property except where specific provision already exists. And not use of any type of adhesive for fixing posters to the walls that may result in a redecoration charge if there is excessive damage.

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- 16.3.33 Not keep any pet, animal, bird, reptile, insect, spider, fish, rodent or the like in the Property.
- 16.3.34 Not allow children to live in the Property.
- 16.3.35 Have the use of all appliances provided in the Property.
- 16.3.36 Keep the garden and grounds in a clean condition free from all rubbish.
- 16.3.37 Not cause obstruction in any areas of any building of which the Property forms a part. The University reserves the right to remove, or have removed, any such obstruction and at its discretion levy a charge on the Tenant for doing so.
- 16.3.38 Not store or let off fireworks at the property.
- 16.3.39 Agree that all possessions left at the Property at the end of the Tenancy shall immediately pass to the University who shall be entitled to remove and dispose of such property.
- 16.3.40 Not change the supplier of any utility service without approval from the University, and if approval is given, provide the University with the new suppliers details, including the Property reference number.
- 16.3.41 Not change the telephone number of the Property.
- 16.3.42 Not change the utility meters at the property.
- 16.3.43 Not alter the operation of, or disable, the smoke alarms.
- 16.3.44 Comply with any reasonable instructions issued by any member of staff, or any agent of the University, failure to do so will be considered a breach of the Tenancy.

**16.4 Lifestyle**

**The Tenant shall:**

- 16.4.1 Not permit or suffer to be done on the Property anything, which may, or may be likely, to cause a nuisance or annoyance to a person residing, visiting or otherwise engaged in the locality.
- 16.4.2 Not make or permit any noise or play radio, television or other equipment in or about the Property between the hours of 11pm and 9am, so as to be audible outside the Property.
- 16.4.3 Respond to any complaint about noise or request to reduce the level of noise, if such a complaint or request is ignored then the University reserves the right to take further legal or disciplinary action.
- 16.4.4 Not carry on any trade or profession upon the Property, nor receive paying guests, but use the Property only as a private residence for the occupancy of those named in this Tenancy.
- 16.4.5 Not cause any nuisance or annoyance or to commit any anti-social act to anybody else residing in the Property including, but not limited to, an act of harassment based on a person's race, gender, religion, sexual orientation, disability, age or any other reason.
- 16.4.6 Not hold, permit or participate in any party in or around the Property at any time.
- 16.4.7 Not permit or suffer to be done on the Property anything, which may render the Owner's insurance of the Property void or voidable or increase the rate of premium for such insurance.
- 16.4.8 Not use or suffer the Property to be used for any illegal or immoral purpose.
- 16.4.9 Work with the Accommodation Support Officers and the Accommodation Service in resolving any in-house relationship disputes.
- 16.4.10 Ensure that they are not locked out of their room or Property, if the Tenant is locked out and requires assistance from the Accommodation Service, a £10 charge will be made to the Tenant to cover staff time and transportation costs. If no spare key is available then the cost of a locksmith will be charged to the Tenant.

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16.4.10.1 Please note that there is no out-of-hours support service available for lockouts from the Accommodation Service; for such situations a locksmith will be called to gain entry, and the cost recharged to the Tenant.

**16.5 Inventory**

**The Tenant shall:**

16.5.1 Check the inventory and report any errors/deficiencies to the University, returning a copy with any annotations/corrections as necessary within 14 days. If the inventory is not returned within 14 days, it will be assumed to be an accurate description of the Property, including the contents as handed over to the Tenant.

**16.6 Insurance**

**The Tenant shall:**

16.6.1 Be responsible for insuring his/her own possessions against all risks.

**16.7 End of Tenancy**

**The Tenant shall**

16.7.1 Yield up the Property at the end of the Tenancy in the same, good, clean state and condition it was at the beginning of the Tenancy. And pay the University for the repair of or replacement of all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy excluding fair wear and tear and damage that the Owner has agreed to accept.

16.7.2 Return all keys to the University by no later than 3pm on the 10<sup>th</sup> July 2010. Failure to return any key on time at the end of the Student Tenancy will be charged at the rate of £5 per key, per day, up to the cost of replacing the locks and cutting new sets of keys. After 14 days the locks will be changed immediately.

16.7.3 Pay for the cleaning of all carpets and curtains, which have been soiled during the Tenancy period.

16.7.4 Leave the oven clean with no evidence of burnt food or grease, all chrome and glass to be shining with no stains and cooker rings cleaned.

16.7.5 Leave the fixtures, fittings, furniture and effects at the end of the Tenancy in the rooms and places in which they are at the beginning of the Tenancy.

16.7.6 Remove all rubbish from the Property and garden. The wheelie bin(s) can be left full provided Wycombe District Council waste management practices are adhered to, but no excess rubbish can be left. All waste must be in the wheelie bin. Excess rubbish must be taken to the council Recycling Centre.

16.7.7 Contact utility companies and arrange final bills as stated in clause 16.1.5.

**17 University's Obligations**

**The University agrees with the Tenant:**

17.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

17.2 To allow the Tenant, paying the Rent and performing the obligations on the part of the Tenant, to quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the University or Owner or any person claiming under or in trust for the University or Owner.

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- 17.3 To return to the Tenant any rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the University has agreed to insure, except where such damage may have been caused or enabled by the Tenant's actions or omissions
- 17.4 That the University has the full consent of the Owner of the leasehold or freehold interest in the Property and that all necessary consent to allow the University to enter this agreement (superior, lessors, mortgage lenders or others) has been obtained in writing.
- 17.5 To complete maintenance tasks in the timescales below, provided access and reasonable cooperation has been given by the Tenants :
  - 17.5.1 Urgent – 24-hour response  
Anything that is a serious risk to safety or causes major inconvenience and discomfort to the students is considered to be an urgent issue. This would include problems such as a complete breakdown of heating or hot water. The resolution to such problems may not be permanent, but should offer a significant relief of discomfort that the tenant(s) is experiencing, until a permanent solution is implemented.
  - 17.5.2 Critical – Up to 1 week  
This relates to maintenance that is not urgent, as described above but that significantly disrupts or discomforts the tenant(s). An example could include a non-working oven or grill.
  - 17.5.3 Damp & Condensation  
While examination of a serious damp problem will occur within one week of reporting the problem, due to the specialist advice and potentially extensive work, it can take longer to fully resolve the problem. Every effort is made to resolve the problem as quickly as possible.
  - 17.5.4 Minor – Up to 4 weeks  
This relates to maintenance issues that require repair but do not cause a significant inconvenience or discomfort to the tenant(s). An example could be a cracked, but not broken window, as it causes little inconvenience and is not a health and safety risk.
  - 17.5.5 General – Up to 6 months  
Any non-urgent external repairs have the above timescale; this includes items such as fencing repairs. The lengthy timescale reflects the minimal inconvenience or discomfort to the tenant(s).
  - 17.5.6 Summer – To be completed over the next summer period  
The repair of any maintenance issue that causes little or no inconvenience to the tenant(s) may be postponed until after the end of the current tenancy. In addition, any report of maintenance that is considered to be an improvement or upgrade to the property, and therefore non-essential, is likely to be put into this category.
- 17.6 The Owner of the Property will maintain a comprehensive insurance policy to cover the Property.
- 17.7 The University will not be responsible for any loss or inconvenience suffered as a result of any supply of service to the Property by any other party or body.

**18 Liability**

Where more than one person is named as Tenant they are jointly responsible for each others actions and the non-payment of any Student Tenancy fee (their obligations are joint and several)

**19 Communal Damage**

Where a charge for damage has been made against all named as the Tenant, there is a right of appeal, which should be made in writing, to the **University** Accommodation Manager. If it can be proved that one of those named as the Tenant caused the damage,

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then that charge will be made against the individual responsible. The address is detailed in clause 22.

**20 Right to Tenure**

The Property is provided by a specified institution to assist students and cannot be an Assured (or an Assured Shorthold) Tenancy by virtue of paragraph 8, Schedule 1 Housing Act 1988. In the event any Tenant ceases to be a student this Student Tenancy shall automatically terminate. Such Student shall be deemed an unauthorised occupier of the Premises and any monies accepted from him/her by the University shall be deemed to be payment of damages for use and occupation (and NOT payment of a Licence Fee or rent).

**21 Indemnity**

The Tenant agrees to indemnify and keep indemnified the University fully and effectively against the costs of any breach or non-observance of the terms of this Tenancy by any authorised Tenant or person whether acting on their behalf or with their permission or authority or otherwise.

**22 The address for the University is:**

Buckinghamshire New University  
Accommodation Service  
Queen Alexandra Road  
High Wycombe  
Buckinghamshire  
HP11 2JZ

Telephone number: 01494 603063  
Email: [accom@bucks.ac.uk](mailto:accom@bucks.ac.uk)

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