AGREEMENT FOR A COMMON LAW TENANCY

PARTICULARS OF THE COMMON LAW TENANCY

Date:	Set depending on contract type	
Landlord (who is entity responsible occupant and building responsibilities)	CODE Students Ltd Head Office 40 – 72 Western Road Leicester LE3 0GH	
Tenant	Name	First Name / Surname
	Address	Home address / City
	Telephone	Mobile Tel
	Email	
Guarantor (s):	Name(s):	First Name / Surname
	Address:	Home Address
	Telephone	Mobile Tel
	Email	
Property		
Tenancy Period	Set depending on contract type	
First Rent Payment Date	24th July 2027	
Rent	As set out in the Payment Schedule below	
Rent Days	As set out in the Payment Schedule below	

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Payment Schedule	#Charges#
Electricity Package Schedule	Excluded/Package/Included

Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this tenancy agreement ("the Agreement"). Once signed and dated this Agreement will be legally binding and may be enforced by a court in England and Wales.

The Landlord and the Tenant should ensure that the Tenancy Agreement does not contain terms that either party does not agree; and contains everything both parties want to form part of the Agreement.

If the Tenant is unsure of any obligations, then advice should be taken from the Citizens Advice ("CA") or a Solicitor.

The Tenant is advised to obtain confirmation in writing when consent is given to carry out any action under this Agreement.

WARNING:

You, as the potential Tenant, and you as potential Guarantor(s) should read this agreement and ensure that you fully understand the terms and conditions before each sign it. If you are unsure about any of the terms and conditions, you should seek independent advice from a Solicitor, Citizens Advice or other qualified person.

This Agreement is a legally binding document. By signing it you are entered into a legally enforceable contract with the Landlord (named above) and you will not be released from your obligations for the whole of the period detailed within, and will not be released from your obligations (for example to pay rent etc) until the expiry of the agreement or until the Landlord consent.

BACKGROUND

This Tenancy is governed by the common law and is not an assured tenancy.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

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1.1 Definitions

"Contents"	the furniture, furnishings and any other items set out in the Inventory.
"Deposit"	£400.00 (Four Hundred Pounds)
"Electricity Package Schedule"	Means the electricity package schedule set out in the particulars at the start of this Agreement
"Educational Institution"	The educational institution in which the Tenant is enrolled on a course of study
"First Rent Payment Date"	Means the rent set out in the particulars at the start of this Agreement.
"Interested Persons"	process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.
"Inventory"	the list of Contents and description of the condition of the Property attached to this Agreement and signed by the parties.
"LTA 1985"	Landlord and Tenant Act 1985.
"Payment Schedule"	Means the payment schedule set out in the particulars at the start of this Agreement.
"Property"	Means the room located in the complex set out in the particulars at the start of this Agreement.
"Rent"	Means the rent set out in the particulars at the start of this Agreement.
"Rent Days"	Means the days on which the Rent is due to be paid as set out in the particulars at the start of this Agreement.
"Standard Letting Terms"	Means the standard letting terms which form part of this agreement as set out in Schedule 2.
"Tenancy Period"	Means the tenancy period set out in the particulars at the start of this Agreement.
"Terms and Conditions"	Means the terms and conditions which form part of this agreement as set out in Schedule 1.
"Working Day"	any day which is not a Sunday, a bank holiday or a public holiday in England or Wales or any discretionary office closures around the seasonal holidays.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

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1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative instrument.

1.8 A reference to an agreement is a reference to this agreement.

1.9 A reference to **writing** or **written** excludes fax.

1.10 Any reference to **Tenancy** or **Tenancy Agreement** refers to the tenancy created under this Agreement.

1.11 A reference to the **end of the Tenancy** is to the end of the Tenancy however it ends.

1.12 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.14 References to clauses are to the clauses of this Agreement.

1.15 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.

1.16 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the **Tenant** is more than one person, they will be liable for all sums due under the Agreement, not just liable for a proportionate part.

1.17 The obligations of the Tenant and Guarantor (reference to Guarantor shall only be relevant to this clause 1.17 if the Guarantor is named in the particulars) arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

1.18 A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this Agreement.

1.19 Any reference to Tenancy Period in this agreement is subject to the provisions of clause 3.1 of this Agreement.

2. GRANT OF THE TENANCY

2.1 At the request of the Guarantor (reference to Guarantor shall only be relevant to this clause 2.1 if the Guarantor is named in the particulars) the Landlord lets the Property to the Tenant for the Tenancy Period subject to clause 3.1 of this Agreement and in consideration of the payment of the Rent on the First Rent Payment Date and the Rent Days and the Tenant observing and performing the Tenant's obligations contained in this Agreement.

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2.2 The parties agree that the Landlord shall be entitled to refuse to release the keys to the Property on commencement of this tenancy unless the Tenant pays the Rent on or before the First Rent Payment Date in full and in cleared funds.

2.3 The Tenant acknowledges that release of keys to the Property will not be permitted unless the Tenant pays the Rent on the First Rent Payment Date in full and in cleared funds.

2.4 Following release of the keys to the Tenant access to the Property will be subject to the provisions of clause 3.1 below.

3. TENANTS OBLIGATIONS

3.1 Main Repair, Maintenance & Redecoration Period

Unless otherwise agreed expressly between the Landlord and Tenant, the Tenant shall refrain entirely from accessing, occupying or storing personal possessions in the Property during the Set depending on contract type depending on contract type in order to allow the landlord full, clear and unimpeded access during that period for the purposes of repair, maintenance, redecoration and cleaning.

3.2 Payment of Rent and other services

3.2.1 The Tenant shall pay in advance the first instalment of Rent as set out in the Payment Schedule to the Landlord on or before the First Rent Payment Date and before the start of the tenancy created by this Agreement.

3.2.2 Failure by the Tenant to comply with clause 3.2.1 may, at the Landlord's option, be treated as a material breach of this Agreement.

IMPORTANT NOTE: PLEASE NOTE THE PROVISIONS OF CLASUE 2.2 and 2.3 ABOVE REGARDING RELEASE OF KEYS.

3.2.3 After the first rent payment referred to above in clause 3.2.1 the Tenant shall pay the Rent as set out in the Payment Schedule without any deduction or set off to the Landlord subsequently in advance on the Rent Days during the Tenancy Period.

3.2.4 The Rent on the Rent Days shall be paid to the Landlord in cleared funds online using the following link:

https://codestudent.securedaccommodationnow.com/ResidentPortal/Login.aspx

3.2.5 In the event there is any fraudulent activity, or a credit/debit card chargeback is involved then the Tenant will immediately become liable for the Rent outstanding notwithstanding any charges for late payment as set out in clause 3.3 below. Should the Tenant not be able to offer an adequate explanation to the Landlord then the Landlord has the discretion to apply for termination as detailed in clause 4.1**.**

3.2.6 The Landlord shall upon receipt of a written request from the Tenant, provide reasonable evidence of receipt of any payments made by the Tenant to the Landlord, provided that such request is made within a reasonable time of the relevant payment and the Landlord may satisfy this obligation by providing copies of receipts, statements, or other records as the Landlord considers appropriate whether hard copy or electronic copy.

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3.3 Charges for late payment

If the Tenant fails to pay the Rent or any part of it within 14 days of the Rent Days or other sum payable to the Landlord under this Tenancy agreement, the Tenant will be liable to a charge calculated at a rate equivalent to the payment that would have been payable multiplied by the interest at the rate of 3% above the Bank of England's base rate for each day that the payment is outstanding from when the Rent became due and when it was actually paid in cleared funds.

Outgoings

3.3.1 The Tenant is responsible for paying the utilities and outgoings set out as follows under this tenancy Agreement unless the Landlord is responsible for paying the said utility as set out below and the Tenant agrees to pay such utilities that it is responsible for and will promptly pay to and protect the Landlord from any loss arising from the Tenant's failure to pay the said utility:

Utility type (if applicable) – note the following does not mean any such facilities are available and the Tenant should check which ones are before signing this Agreement	**Is the Tenant or Landlord responsible for paying this?**	**Is this utility included in the Rent?**	**Is the utility to be paid in addition to the Rent either to the Landlord or to the utility supplier**
Council Tax	Tenant	No	Yes to utility supplier
Tv Licence	Tenant	No	Yes to utility supplier
Water	Landlord	Yes	N/A
Sewerage and waste	Landlord	Yes	N/A
Gas (only applicable in Harper Road complex. If the Property is not located in this block, then no gas supply exists at the Property.	Dependent on the package selected and set out in clause 3.3.2	Dependent on the package selected and set out in clause 3.3.2	Dependent on the package selected and set out in clause 3.3.2
Electricity	Dependent on the package selected and set out in clause 3.3.2	Dependent on the package selected and set out in clause 3.3.2	Dependent on the package selected and set out in clause 3.3.2
Internet access (via Wi-Fi and ethernet) for up to the maximum	The Landlord shall provide	N/A	N/A

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Utility type (if applicable) – note the following does not mean any such facilities are available and the Tenant should check which ones are before signing this Agreement	Is the Tenant or Landlord responsible for paying this?	Is this utility included in the Rent?	Is the utility to be paid in addition to the Rent either to the Landlord or to the utility supplier
number of devices specified on CODE Fairfax Street: https://codestudents.co.uk/code-coventry/moving-in/your-studio-flat/get-connected-to-the-internet CODE Harper Road: https://codestudents.co.uk/coventry-harper-road/moving-in/your-studio-flat/get-connected-to-the-internet CODE Leicester : https://codestudents.co.uk/code-leicester/moving-in/your-studio-flat/get-connected-to-the-internet	internet access to the Tenant at no additional cost to the Tenant PROVIDED if the Tenant wishes to connect to more than the maximum number of devices specified on the web pages referenced left, the Tenant shall be responsible for the cost of any additional connections. Details of such costs will be provided to the Tenant upon application to the Landlord.		

WARNING: ANY INFORMATION PROVIDED IN THE ABOVE TABLE IS SUBJECT TO THE TENANT INDEPENDENTLY REVIEWING THE RELEVANT UTILITY PROVIDER RULES TO DETERMINE WHETHER THEY MAY OR MAY NOT BE ELIGIBLE FOR ANY RELIEFS OR EXEMPTIONS BOTH DURING TERM TIME AND OUT OF TERM TIME

3.3.2 Electricity Charges

3.3.2.1 Where the Property is a studio flat one of the following packages shall apply to the Property in accordance with the Electricity Package Schedule:

3.3.2.1.1 Electricity Package Contracts

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Where the Tenancy as set out in the Electricity Package Schedule refers to “Package”, the Landlord will pay for the cost of all electricity consumed within the Property up to a maximum of number of units as shown at CODE Fairfax Street: Coventry: www.codestudents.co/cov-costs or CODE Leicester: www.codestudents.co/leics-costs for a 48 week contract and 51 week contract respectively. Any consumption in excess of this amount will be charged back to the Tenant by the Landlord at the rate of currently shown in the Electricity Package Schedule. Full details of scheme to be communicated to the Tenant no later than 24 October of the year in which the tenancy commences.

3.3.2.1.2 Electricity Excluded Contracts

Where the Tenancy as set out in the Electricity Package Schedule refers to “Excluded”, the Tenant will promptly pay all electricity bills raised by the Landlord for the electricity supplied to the Property. The Tenant acknowledges that the Landlord has entered into a contract with the supplier shown at CODE Fairfax Street: Coventry: www.codestudents.co/cov-costs or CODE Leicester: www.codestudents.co/leics-costs to supply electricity to the Property and that Tenant will not be able to transfer the supply to any other supply company. The Landlord will bill the Tenant for the electricity used on dates to be advised, along with the rates to be charged on or before 24th October of the year in which the tenancy commences. The Landlord warrants that the rate at which the supply will be charged (including standing charges) is the rate available in the market at that date, for similar properties and supply periods. The Landlord will apply remittances from the Tenant against amounts due and payable under the terms of this tenancy strictly in date order, the earliest first. Full details of scheme to be communicated to Tenant no later than 24 October of the year in which the tenancy commences.

3.3.2.1.3 All Bills Included Contracts

Where the Tenancy as set out in the Electricity Package Schedule refers to "Included", the Landlord will pay for the cost of the electricity consumed by the Tenant (including the unit price and any standing charge) within the Property during the Tenancy Period.

3.3.2.1.4 End of Tenancy Billing

Where a Tenant is away from the Property for any period of time during their contract, they will still remain liable for their electricity usage along with standing charges. When the Tenant hands in their keys at the end of the tenancy, the Landlord will perform a checkout and a final meter reading which shall be recorded and any charges will be apportioned up to the date the final meter reading is taken. Billing Periods can be viewed here:

CODE Fairfax Street: Coventry: www.codestudents.co/cov-costs
CODE Leicester: www.codestudents.co/leics-costs

3.3.2.2 Where the Property is a one bedroom or two bedroom premises the following packages shall apply to the Property in accordance with the Electricity Package Schedule:

3.3.2.2.1 Electricity Package Contracts

Electricity "Package" Contracts: Where the tenancy as set out as above “Package”, the Landlord will pay for the cost of all electricity consumed up to a maximum of number

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of units as shown at https://codestudents.co/cov-costs for a 48 week contract and 51 week contract respectively. Any consumption in excess of this amount will be charged back to the Tenant by the Landlord at the rate of currently shown in the Electricity Package Schedule. Full details of scheme to be communicated to the Tenant no later than 24 October of the year in which the tenancy commences.

3.3.2.2.2 Electricity Excluded Contracts

Energy "Excluded" Contracts: Where the tenancy as set out as above “Excluded”, the Tenant will promptly pay all electricity bills raised by the Landlord for the electricity supplied to the apartment and the Property which forms part of the apartment. The Tenant acknowledges that the Landlord has entered into a contract with the supplier(s) shown at https://codestudents.co/cov-costs to supply electricity to the Property and that Tenant will not be able to transfer the supply to any other supply company. The Landlord will bill the Tenant for the electricity used on dates to be advised, along with the rates to be charged on or before 24th October of the year in which the tenancy commences. The Landlord warrants that the rate at which the supply will be charged (including standing charges) is the rate available in the market at that date, for similar properties and supply periods. The Landlord will apply remittances from the Tenant against amounts due and payable under the terms of this tenancy strictly in date order, the earliest first. Full details of scheme to be communicated to the Tenant no later than 24 October of the year in which the tenancy commences.

BOTH TENANTS IN THE TWO-BEDROOM APARTMENT MUST SELECT THE SAME ELECTRICITY CONTRACT OPTION.

IF THE TENANTS ARE UNABLE TO AGREE WITHIN 5 WORKING DAYS OF BEING REQUESTED TO DO SO, THE LANDLORD MAY, ACTING REASONABLY, SELECT AND APPLY A DEFAULT ELECTRICITY CONTRACT OPTION.

IF, IN EXCEPTIONAL CIRCUMSTANCES, IT IS NOT REASONABLY PRACTICABLE TO APPLY A DEFAULT OPTION, THE LANDLORD RESERVES THE RIGHT TO CANCEL THE BOOKING, PROVIDED THAT IT ACTS REASONABLY AND IN GOOD FAITH.

3.3.2.2.3 End of Tenancy Billing for one bedroom apartments

Where a Tenant is away from the Property for any period of time during their contract, they will still remain liable for their electricity usage along with standing charges. When a Tenant hands in their keys at the end of the tenancy, the Landlord will perform a checkout and a final meter reading shall be recorded and any charges will be apportioned up to the date the final meter reading is taken. Billing Periods can be viewed here www.codestudents.co/cov-costs

3.3.2.2.4 End of Tenancy Billing for two bedroom apartments in the Fairfax Street complex

Where a Tenant is away from the Property for any period of time during their contract, they will still remain liable for an equal share of the electricity usage along with standing charges. When a tenant hands in their keys at the end of the tenancy, they will be billed and remain liable for their share of the usage and standing charge for the apartment until the contract end date. Billing Periods can be viewed here www.codestudents.co/cov-costs.

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3.3.2.3 Where the Property is an en-suite room and the Property forms part of premises which are subdivided into flats with a communal living space provided for each cluster which includes the cluster's entrance corridor (Harper Road complex only (electricity and gas supply)) the following packages shall apply to the Property in accordance with the Electricity Package Schedule and the Tenant shall be jointly and severally liable with the tenant of the other room for the electricity consumed within their own designated room where a meter is installed where package 3.3.2.3.2 is selected. The cost of all other electricity consumed on the premises shall be subdivided by the number of tenants and each tenant will be liable to pay this sum (in additional to electricity consumed in their room). The tenant will be jointly and severally liable for the gas consumed in their own designated room and the communal living space. The cost will be calculated pro rata from the central supply based on the number of students using the supply.

3.3.2.3.1 Energy "Package" Contracts: Where the tenancy as set out as above "Package", the Landlord will pay for the cost of all electricity and gas consumed within the Property up to a maximum of number of units as shown at https://codestudents.co/harper-costs for a 48 week contract and 51 week contract respectively. Any consumption in excess of this amount will be charged back to the Tenant by the Landlord at the rate of currently shown in the Electricity Package Schedule. Full details of scheme to be communicated to Tenant no later than 24 October of the year in which the tenancy commences.

3.3.2.3.2 Energy "Excluded" Contracts: Where the tenancy as set out as above "Excluded", the Tenant will promptly pay all electricity and gas bills raised by the Landlord for the electricity and gas supplied to the Property. The Tenant acknowledges that the Landlord has entered into a contract with the supplier(s) shown at https://codestudents.co/harper-costs to supply electricity and gas to the Property and that Tenant will not be able to transfer the supply to any other supply company. The Landlord will bill the Tenant for the electricity and gas used on dates to be advised, along with the rates to be charged on or before 24th October of the year in which the tenancy commences. The Landlord warrants that the rate at which the supply will be charged (including standing charges) is the rate available in the market at that date, for similar properties and supply periods. The Landlord will apply remittances from the Tenant against amounts due and payable under the terms of this tenancy strictly in date order, the earliest first. Full details of scheme to be communicated to the Tenant no later than 24 October of the year in which the tenancy commences.

3.3.2.3.3 Communal Area Charges: Electricity and Gas usage in the communal areas of each cluster will be split equally by all tenants residing in that cluster. In the event of an individual room being vacant, the remaining tenants within the cluster will be liable for all energy charges for that vacant room except where the tenant of the said room vacated their room before the end of their contract date. If the Tenant has vacated the Property before the end of the Tenancy Period the Tenant shall remain liable for any electricity charges up to and including the commencement date of any replacement tenancy.

3.3.2.3.4 End of Tenancy Billing: Where a tenant is away from the Property for any period of time during their contract, they will still remain liable for an equal share of the gas/electricity communal usage and all usage within their individual room along with standing charges. When a Tenant hands in their keys at the end of the tenancy, the Landlord will perform a checkout and a final meter reading for the rooms only which shall be recorded and any charges will be apportioned up to the date the final meter reading is taken for their room and they will remain liable for any energy charges in

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the communal areas until the contract end date. Billing Periods can be viewed here www.codestudents.co/harper-costs.

3.3.3 The Landlord is to notify the Tenant if any such utility charge is to be paid to it (rather than to the utility provider). If it is payable to the Landlord, the Landlord will also notify the Tenant of the frequency of such payment, the amount of such payments (if fixed) and the payment details of where it is to be paid.

3.3.4 Where the Tenant is responsible for making any payment but fails to do so, and as a result the Landlord is required to make such payment, the Tenant shall reimburse the Landlord for all costs so incurred within ten (10) working days of written demand.

3.4 Use of Property and communal areas

The Tenant will:

3.4.1 use the Property and all communal areas of the building in which the Property forms part of carefully and properly and will not damage or allow any visitors or guests of the Tenant to damage any such areas;

3.4.2 take proper caution to prevent escape of water from the Property and all communal areas of the building in which the Property forms part of and report any leaks or overflows immediately to the landlord and endeavour to prevent the escape of water until such leak can be rectified;

3.4.3 not bring any dangerous substances onto the Property or any communal areas of the building in which the Property forms part of or do anything which may invalidate the insurance of the Property or the building in which the Property forms part of or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums. The use of candles, incense burners, shisha pipes, and any e-scooter or e-bike powered by a lithium battery (see also clause 3.12.21 below), and chip pans are expressly prohibited; and

3.4.4 not smoke in or near the Property and will take all reasonable care not to set off any of the fire alarms in the communal areas of the building in which the Property forms part of. The Tenant will be responsible for any fees charged or fines levied by the fire service for call out caused by the Tenant's breach of this obligation.

***3.5* Maintain the condition of the Property**

The Tenant will:

3.5.1 not damage, injure or make any alteration or addition to the Property, the fixtures, fittings, furnishings, or effects therein nor to allow visitors to do the same;

3.5.2 keep the Property in a clean and tidy condition during the Tenancy Period, including external areas where these directly adjoin the Property;

3.5.3 preserve the fixtures, fittings, furnishings, and effects in the Property from being destroyed or damaged and not part with possession of or remove any of them from the Property and not to bring any of the Tenant's own fixtures, fittings, furnishings into the Property without the Landlord's prior consent in writing such consent not to be unreasonably withheld;

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3.5.4 keep wall decorations in good order and not use or permit the use of Blu Tac pins nails damaging adhesives adhesive tape or any other adhesive substances on such surfaces of the Property;

3.5.5 not use newspapers, towels, or flags as an alternative to curtains or blinds at the Property;

3.5.6 take reasonable steps to ensure that all gutters, sewers, drains, sanitary appliances, water and waste pipes, air vents, and ducts are kept free from obstruction and not caused to be blocked and the Tenant shall clear or pay the reasonable cost of clearing, any blockage or overflow in any drains, gutters, downpipes, sinks, toilets, or waste pipes serving the Property where such blockage or overflow is caused by the negligence or misuse of the Tenant, or the Tenant's visitors or family;

3.5.7 take reasonable precautions to prevent infestation and to pay for the eradication of infestation caused by the negligence, action or lack of action of the Tenant; and

3.5.8 take all reasonable precautions, including the appropriate heating and ventilation of the Property, to prevent damage to any pipes or other installations caused by frost, condensation, or mould growth. Where condensation occurs, the Tenant shall promptly wipe down and clean affected surfaces as necessary to prevent the build-up of mould or damage to the Property and any fixtures and fittings.

but, if the Tenant complies with clause 3.5, the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured under clause 5.2

3.6 Replace damaged items

The Tenant will immediately pay for:

3.6.1 Replacement of broken windows, doors, or door locks of the same quality to the Property or their accommodation building regardless of whether the Tenant was personally responsible for their breakage unless the Tenant can provide evidence to the satisfaction of the Landlord that such damage was not caused by the Tenant, or their guests or visitors; and for the avoidance of doubt the Landlord shall carry out any works to replace such damaged items and invoice the Tenant and such invoice shall be payable on demand; and

3.6.2 any components of gas, electrical, heating, or other appliances which become defective due to misuse and for the avoidance of doubt if the Tenant instructs replacement then the Landlord shall carry out the works to replace such damaged items and invoice the Tenant and such invoice shall be payable on demand but, if the Tenant complies with clause 3.5, the Tenant will not be responsible for damage by risks insured under clause 5.2.

3.7 Allow entry by the Landlord and Agent

The Tenant will allow the Landlord or the Landlord's agent and any other superior landlord (and where necessary with or without workmen plant machinery and others) at all reasonable times during the Tenancy Period on reasonable prior notice (or without notice in the event of an emergency) to enter the Property for the purpose of:

3.7.1 repairing or painting the outside of the Property or any adjoining property or carrying out any structural or other necessary repairs to the Property or any adjoining property, or

3.7.2 to carry out the Landlord's obligations under this Agreement; or

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3.7.3 to take gas, electricity or water meter readings; or

3.7.4 for any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Property or any other property; or

3.7.5 for any purpose under the superior lease (if any); or

3.7.6 to comply with any statutory or regulatory requirement including but not limited to the Building Safety Act 2022 and gas safety checks of gas appliances, pipework, and flues; or

3.7.7 Examining the state and condition of the Property, or

3.7.8 The Landlord or his employees showing the Property to prospective tenants or purchasers and for this purpose no more than 24 hours' notice will be required,

PROVIDED ALWAYS that the Landlord can access the Property without notice when the Landlord is unable to contact the Tenant and fears for the health or welfare of the Tenant or where the Landlord has attempted to contact the Tenant without success and suspects that the Tenant has vacated the accommodation and the Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in the event of an emergency and the circumstances set out herein and to permit the Landlord, where necessary, to disclose the Tenant's contact details to contractors or workmen for the purpose of arranging access to the Property where access cannot reasonably be arranged by the Landlord.

3.8 Notice to Repair

If the Landlord or Landlord's agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses 3.5 to 3.7 above, the Tenant will carry out the necessary remedial work within 7 days or such longer period as may be reasonable in the circumstances from being given notice. Where this does not happen the Landlord or persons acting on his behalf are entitled to enter the Property to undertake the work, the cost of which will be charged to the Tenant and payment is payable on demand.

3.9 No assigning or underletting etc

The Tenant will not:

3.9.1 assign, underlet, charge or part with possession of the whole or any part of the Property; or

3.9.2 take in lodgers or paying guests; or

3.9.3 share occupation with any person; or

3.9.4 give possession of the keys or fob to any other individual for any period of time; or

Should the Tenant contravene any of the above unless there is explicit permission from the Landlord then this will lead to forfeiture of the Deposit and any other reasonable charges incurred to ensure the property is secure.

3.10 Private Residential use only

The Tenant will not carry on any profession trade or business whatsoever at the Property nor will the Tenant allow to be registered a company at the Property address and the Tenant will use the

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Property as a residence for the Tenant personally and any temporary visitation by the Tenant's visitors and shall not allow any other person to use the Property.

3.11 Proper conduct

The Tenant shall not, and shall procure that any member of the Tenant's household and any guest or visitor whilst visiting the Property or the building the Property forms part of does not:

3.11.1 use the Property, for any improper, immoral or illegal purpose (including nudity) nor use the Property or act in any way which may, in the Landlord's reasonable opinion, cause a nuisance, damage or annoyance to the other tenants of the building which the Property forms part of, or neighbours, or any other person;

3.11.2 hang on the outside of the Property any flowerbox, flowerpot or similar or any clothes or any other articles;

3.11.3 block or put any noxious substances into the sinks, baths, lavatories, cisterns, waste, or soil pipes in the Property or allow them to overflow;

3.11.4 leave the entrance doors to the Property or the entrance or rear (including fire exit doors) doors to the building to which the Property forms part of and any doors to communal areas open;

3.11.5 play any audio equipment television or musical instrument or otherwise make any sound in the Property so as to heard outside the Property in such manner as may cause disturbance after 2300 hours or before 0800 hours on any day or at a volume that is unreasonable or likely to disturb others at any such hours of the day;

3.11.6 use in the Property any electrical device which is not fitted with an effective suppressor;

3.11.7 use any television in the Property without having a television licence (unless legal exemptions are applicable);

3.11.8 change any of the locks of the Property or have any duplicate keys of the Property made;

3.11.9 keep or permit to be kept in the Property any animal, bird, insect, fish or reptile, **except for an assistance animal required in connection with a disability or mental health condition**, and subject to the Tenant providing reasonable supporting evidence and ensuring that such animal does not cause damage, nuisance or disturbance;

3.11.10 keep, store, or use any gas or oil heater or other fuel burning appliance in the Property, including paraffin heater candles etc., or any other flame lit device;

3.11.11 exhibit or place any notice, sign, or advertisement so as to be visible from outside the Property;

3.11.12 make payment for Rent or services other than by authorised means as set out in this Agreement and ensure there are no grounds for a chargeback on debit/credit card transactions;

3.11.13 smoke or permit smoking in the Property, the building of which the Property forms part, or in the immediate vicinity of the Property, including (without limitation) cigarettes, cigars, pipes, electronic cigarettes (including vaping devices / E-cigarettes), shisha or hookah pipes, or any other device or substance used for smoking, inhalation or

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vaporisation, whether tobacco-based or otherwise SAVE THAT the Tenant may smoke vaping devices or E-cigarettes in any area designated from time to time by the Landlord for smoking;

3.11.14 tamper with the fire prevention systems and control equipment (including maliciously, recklessly, negligently or through inadvertence activating such fire prevention systems; This will be treated as a serious breach of this Tenancy Agreement;

WARNING: YOU SHOULD NOTE THAT TAMPERING WITH FIRE PREVENTION/LIFE-SAVING EQUIPMENT INCLUDING, BUT NOT RESTRICTED TO, FIRE EXTINGUISHERS, FIRE DOORS AND SMOKE DETECTORS, IS A CRIMINAL OFFENCE (PUNISHABLE BY A FINE AND/OR IMPRISONMENT)

3.11.15 use designated fire escapes except for the purposes of emergency escape from the Property or the building in which the Property forms part of;

3.11.16 engage in any behaviour that causes, or is likely to cause, nuisance, annoyance, harassment, alarm or distress to any other occupier, neighbour, visitor, or the Landlord;

3.11.17 engage in any form of criminal, threatening, abusive, violent, discriminatory, or intimidatory behaviour;

3.11.18 misuse the Property or the surrounding common parts in a manner that causes damage, obstruction, or unreasonable interference with the use and enjoyment of neighbouring premises;

3.11.19 engage in any form of severe anti-social behaviour, including conduct that involves violence, threats of violence, intimidation, harassment, or actions that cause or are likely to cause serious nuisance, alarm, fear, or distress to any person;

3.11.20 possess, store, carry, brandish, use, threaten to use, or permit the presence of any weapon at the Property or in any surrounding communal areas. For the avoidance of doubt, “weapons” include (but are not limited to) firearms, imitation firearms, knives, offensive weapons, prohibited weapons, or any object adapted or intended to cause injury or fear;

3.11.21 keep the Property or any part of it in connection with criminal activity, gang-related behaviour, violent conduct, or any activity involving weapons or dangerous psychoactive or controlled substances;

3.11.22 keep use or supply illegal drugs or psychoactive substances;

3.11.23 erect any external wireless or television aerial or satellite dish at the Property or hang clothes or fabrics out of the windows or doors of the Property;

3.11.24 post material on social media platforms or elsewhere which the Landlord (acting reasonably) considers to be illegal, immoral, racist, posing a threat of violence or connected any act of terrorism (whether actual, fictional, or proposed),

3.11.25 use any electrical point, either in the Property or any communal area in the building which the Property forms part of and any outside facility to charge any e-scooter or e-bicycle powered by a lithium battery. Neither shall the Tenant allow any guest to do likewise.

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3.11.26 overload and shall take reasonable care not to overload the electrical circuits of the Property, including by using electrical appliances, multi-socket adapters, and extension cables appropriately when connecting them to the mains electricity supply.

3.11.27 shall not do anything that would obstruct the ventilation of the Property and the Tenant shall ensure that the Property is properly ventilated at all times and shall not disable or block any measures installed by the Landlord, to prevent the build-up of excessive condensation.

3.11.28 shall not do anything to prejudice the security of the Property and building the Property forms part of by ensuring that all doors and windows at the Property are securely locked when the Property is left unoccupied and during the night.

3.11.29 If the Tenant has any guests or visitors to the Property, the Tenant will:

3.11.29.1 be responsible for the conduct of its guests/ visitors;

3.11.29.2 make sure that any guests/visitors the Tenant may have at the Property comply with the provisions of the above clause; and

3.11.29.3 notify the Landlord, in advance, should the Tenant have any visitors to the Property particularly those who may require assistance should it be necessary to evacuate the Property.

THE TENANT ACKNOWLEDGES THAT ANY BREACH OF THIS CLAUSE MAY CONSTITUTE A SERIOUS BREACH OF THE TENANCY AGREEMENT AND MAY RESULT IN ENFORCEMENT ACTION BY THE LANDLORD, INCLUDING SEEKING POSSESSION OF THE PROPERTY WHERE PERMITTED BY LAW.

3.12 No alterations

The Tenant will not:

3.12.1 alter or add to the Property internally or externally;

3.12.2 decorate the interior or the exterior of the Property;

3.12.3 or erect any external aerial or satellite dish at the Property.

3.13 Pass on notices

Within seven days of receipt, the Tenant will give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any superior Landlord, government department, local or public authority or other party.

3.14 Obligations of the Tenant at the end of the Tenancy Period or where the Tenancy is terminated early in accordance with the conditions of this tenancy or where the Tenant abandons the property during the period of the Tenancy.

The Tenant, when leaving the Property, will:

3.14.1 hand to the Landlord or the Landlord's agent all the keys and entrance fobs to the Property;

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3.14.2 give the Landlord vacant possession to the Property;

3.14.3 ensure that the Property is completely clean and tidy and is in the condition required by these letting terms;

3.14.4 leave the fixtures, fittings, and Landlords effects in the same places in which they were at the commencement of the tenancy;

3.14.5 leave all fixtures, fittings and furnishings and effects in the same clean state and condition as they were at the commencement of the tenancy (reasonable wear and tear accepted)

3.14.6 ensure that the fuse board is turned off at the time the Tenant leaves the Property. If this is not done, any electricity used at the Property once the Tenant has left and whilst the Property remains vacant shall be paid by the Tenant;

3.14.7 Any costs incurred by the Landlord by the failure of the Tenant to comply with any of the above conditions shall be paid by the Tenant to the Landlord. Schedules of current replacement and cleaning costs incurred by the Landlord are listed at:

CODE Fairfax Street, Coventry: www.codestudents.co/cov-costs or
CODE Leicester: www.codestudents.co/leics-costs or
CODE Harper Road: https://codestudents.co/harper-costs

3.14.8 The Tenant shall remove all rubbish furniture and personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of fourteen calendar days (unless the Tenant gives the Landlord permission to dispose of the items left in the Property within the fourteen-day period in which case the Landlord is permitted to dispose of the said items immediately). The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within fourteen calendar days, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds or the Deposit.

3.15 Payments for a period of unauthorised occupation

3.15.1 A period of unauthorised occupation is any period (including any day or part of a day outside the Tenancy Period during which either:

3.15.1.1 the Tenant or anyone under his control remains in occupation of the Property or leaves any belongings in the Property other than small items left accidentally that can be easily and cheaply removed or;

3.15.1.2 the keys and entrance fobs to the Property have not been returned to the Landlord or his agents, unless as a result of accident or injury or serious illness to the Tenant.

3.15.2 For any period of unauthorised occupation, the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period plus interest at the rate of 3% above the base lending rate of HSBC Bank plc (or such other bank as the Landlord may from time to time nominate in writing)

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3.16 Regulations for the Building

The Tenant must observe and perform the regulations for use and conduct of persons in the building in which the Property forms part of reasonably made from time to time by the Landlord or the superior landlord for the management or improvement of the building of which the Property forms part after prior consultation with the Tenant (reasonable account being taken of the Tenant's views) and communicated to the Tenant.

3.17 Costs of Enforcement

The Tenant must pay the Landlords reasonable costs, charges, disbursements, and expenses properly incurred in relation to or incidental to:

3.17.1 recovery or attempted recovery of arrears of Rent or other sums due under this Agreement and

3.17.2 any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations (being a document containing details of alleged breaches of the Tenant's obligations in relation to the state and condition of the Property) during or after the end of the Tenancy Period.

3.18 Warranty as to convictions

The Tenant warrants that before the signature of this Agreement the Tenant has disclosed to the Landlord in writing any conviction, judgement or finding of any court or tribunal relating to the Tenant of such a nature which affects or is likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Property is insured.

3.19 Parking of cars (This is a requirement of the planning permission / planning agreement for the Property and building the Property forms part of)

During the Term the Tenant will not park at the Property or within 5 kilometers of it any car which is within their ownership custody or control in connection with the use of the Property.

3.20 Control of Legionella

The Tenant will:

3.20.1 not alter the hot water temperatures on boilers/water heaters cylinders as this has been set to 60°c (or such other temperature as the Landlord may from time to time notify to the Tenant, which shall replace the temperature specified in this clause)to minimise the risk of legionella bacteria forming in the Property.

3.20.2 Inform the Landlord if they believe the hot water temperature is below 50°C (or such other temperature as the Landlord may from time to time notify to the Tenant, which shall replace the temperature specified in this clause) or the hot water tank/boiler is defective in any way

3.20.3 advise Landlord if they believe the cold-water temperature is above 20°C (or such other temperature as the Landlord may from time to time notify to the Tenant, which shall replace the temperature specified in this clause)

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3.20.4 clean, disinfect and descale shower heads at least once every 6 months (or such other period as the Landlord may from time to time notify to the Tenant, which shall replace the period specified in this clause)

3.20.5 flush through little used outlets for 2 minutes (or such other time period as the Landlord may from time to time notify to the Tenant, which shall replace the time period specified in this clause)

3.20.6 at least once a week (or such other frequency as the Landlord may from time to time notify to the Tenant, which shall replace the frequency specified in this clause) run any showers/sprays/taps for at least 2 minutes (or such other time period as the Landlord may from time to time notify to the Tenant, which shall replace the time period specified in this clause) if the Tenant is away from the Property for more than 10 consecutive days (or such other time period as the Landlord may from time to time notify to the Tenant, which shall replace the time period specified in this clause)

3.20.7 notify the Landlord/letting agent if they notice any debris or discolouration in the hot or cold water

3.21 Avoiding the spread of infectious disease

The Tenant shall also comply with all rules and regulations imposed by either HM Government or by Local Government, including Health Authorities imposed to prevent the spread of any infection.

4. TERMINATION

4.1 **Landlord's right of termination**

The Landlord may terminate this agreement and recover possession of the Property on giving written notice to the Tenant if and whenever during the Tenancy Period:

4.1.1 the Rent or any part of it lawfully due from the Tenant remains unpaid for a period of 6 weeks after the relevant Rent Day (whether formally demanded or not); or

4.1.2 the Tenant is in material breach of any of the Tenant's obligations under this Agreement; or

4.1.3 the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods; or

4.1.4 any representation or information provided by the Tenant in connection with the grant of this agreement is materially untrue or misleading

then the Landlord may re-enter the Property pursuant to this clause, and the Agreement shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Tenancy Agreement by the Tenant will remain in force.

The Landlord will be entitled to bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

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

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4.2 Tenant's right of termination

4.2.1 If at any time during the Tenancy Period any of the following events occurs the Tenant may terminate this tenancy in accordance with the procedure set out in clause 4.2.1:

4.2.1.1 the Tenant withdraws from the Educational Institution;

4.2.1.2 the Tenant is excluded from the Educational Institution

4.2.1.3 the Tenant is refused admission to their Educational Institution;

4.2.1.4 the Tenant has been absent for more than 60 calendar days from their Educational Institution due to illness and has agreed with their Educational Institution to suspend their studies.

4.2.2 the Tenant must give at least 4 weeks' written notice (or such other period as the Landlord and Tenant mutually agree) to the Landlord setting out the following:

4.2.2.1 Name and address of the Tenant;

4.2.2.2 The full address of the Property;

4.2.2.3 The reason or ground on which the Tenant is relying on to terminate the tenancy;

4.2.2.4 The intended date on which the Tenant intends on vacating the Property;

4.2.2.5 The evidence the Tenant is seeking to rely on to support their selected reason or ground on which the Tenant is relying on to terminate this Agreement

4.2.3 The Tenant acknowledges and agrees the evidence set out in clause 4.2.2.5 shall be to the reasonable satisfaction of the Landlord and the Landlord shall be entitled to request further clarification or additional evidence to satisfy themselves and some examples the Landlord provides are given below and the Landlord reserves the right to alter the acceptable evidence criteria:

Reason / Ground for non student status	**Acceptable evidence**
Tenant withdraws from the Educational Institution	1. A copy of the letter from the Tenant withdrawing from the Educational Institution duly signed and dated by the Tenant. 2. A copy of the response from the Educational Institution accepting the withdrawal of the Tenant and confirmation the Tenant is no longer a student of the Educational Institution duly signed and dated by an authorised person from the Educational Institution.
Tenant is excluded from the Educational Institution	1. A copy of the letter from the Educational Institution confirming the exclusion of the Tenant as a student from the Educational Institution duly signed and dated by an authorised person from the Educational Institution.

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Tenant is refused admission to their Educational Institution	1. A copy of the letter from the Educational Institution confirming nonacceptance or refusing admission to the Tenant as a student of the Educational Institution duly signed and dated by an authorised person from the Educational Institution.
the Tenant has been absent for more than 60 calendar days from their Educational Institution due to illness and has agreed with their Educational Institution to suspend their studies	1. A copy of the letter from the Educational Institution confirming the non-student status of the Tenant due to illness and confirmation the Tenant has been absent from their course at the Educational Institution for a continuous period of 60 calendar days duly signed and dated by an authorised person from the Educational Institution.

4.2.4 If the Landlord accepts the notice of termination the Tenant must move out of the Property on or before the date set out in the notice.

4.2.5 If the written notice set out in clause 4.2.2 is invalid or the evidence is insufficient the Landlord will notify the Tenant as soon as the Landlord becomes aware of the defect in the notice or evidence and give the tenant a reasonable opportunity to correct it.

4.2.6 The Landlord shall be entitled to remarket the Property once the notice set out in clause 4.2.2 has been accepted by the Landlord the Tenant and the Guarantor shall be released in from this Agreement accordance with clause 8.4.

4.3 Effect of termination

4.3.1 Termination of this Agreement under Clause 4.1 shall bring to an end the Tenancy Period such termination does not release the Tenant from any of the outstanding obligations and conditions under this Agreement.

4.3.2 At the end of the Tenancy (whether this is the Tenancy Period has expired through the effluxion of time or if the parties have agreed to terminate the Tenancy earlier) Tenant shall give vacant possession of the Property and return the Property and the Landlords fixtures and fitting and the Contents fobs to the Landlord in the condition required by this Agreement and to return all keys and fobs to the Landlord.

4.3.3 The Tenant shall at the end of the Tenancy clean the Property to a professional standard to the same cleanliness condition at the start of the Tenancy, as shown in the Inventory or permit the Landlord to carry out a professional clean at the cost of the Tenant.

4.3.4 In the event that the Tenant wishes to vacate the Property prior to the end of the Tenancy Period or if the Tenant has not yet occupied the Property and no longer wishes to do so, the Tenant should notify the Landlord, in writing, confirming the date when the Property will be vacant.

4.3.5 In order to cover all loss incurred by the Landlord, the Tenant will be liable for the following:

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4.3.5.1 A sum equivalent to one weeks proportion of the Rent if they end the Tenancy Period early or leave without giving notice on or before 24th April 2027 when the payment of the tenancy Deposit is due;

4.3.5.2 A sum equivalent to the Deposit if they end their fixed term tenancy early or leave without giving notice from the 24th April 2027 when the tenancy Deposit is due.

4.3.6 The Landlord will, upon receipt of the above notice seek to re-let the Property at the same Rent for the remainder of the Tenancy Period. If a new tenant is found, and a new (replacement) tenancy agreement is signed, the Tenant contracted under this Agreement will remain liable for the Rent up to the date of the commencement of the replacement tenancy together with the amounts shown in clauses 4.3.5.1 and 4.3.5.2 above.

4.3.7 The Landlord may let the Property to a replacement Tenant, but if the Landlord is not able to achieve a rental income equivalent to the Rent, or for the remainder of the Tenancy Period the Tenant shall remain liable for the shortfall.

5. LANDLORD'S COVENANTS

The Landlord will observe and perform the obligations set out in this clause 5.

5.1 If the Landlord holds the Property on a lease, the Landlord will pay the rents and other sums payable under the lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's responsibility under this Agreement.

5.2 The Landlord will:

5.2.1 arrange for the Property to be insured under comprehensive insurance policies;

THE LANDLORD SHALL PROVIDE OR PROCURE COVER FOR LOSS OR DAMAGE TO THE TENANTS PERSONAL BELONGINGS IN THE PROPERTY AND THE TENANT IS DIRECTED TO **"PERSONAL BELONGINGS CARE" DOCUMENT COVERING TENANT'S POSSESSIONS WHICH CAN BE FOUND AT**
CODE LEICESTER: **https://codestudents.co/belongings-care**
CODE FAIRFAX STREET: https://codestudents.co/belongingscare
CODE HARPER ROAD: https://codestudents.co/harper-belongings

5.2.2 use all reasonable efforts to arrange for any damage caused by any insured risk to the Property (but not the Tenant's possessions) to be remedied as soon as practicable unless the damage was caused by the wilful actions, negligence or default of the Tenant; and

5.2.3 refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result as such damage, any dispute as to the refund to be decided by arbitration

but 5.2.2 and 5.2.3 will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

5.3 Subject to the provisions of clause 3.1 the Landlord will give the Tenant exclusive uninterrupted occupation of the Property during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Agreement.

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5.4 In accordance with section 11 of the LTA 1985, the Landlord shall:

5.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

5.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

5.4.3 keep in repair and proper working order the installations in the Property for fixed gas supply, space heating and heating water.

5.5 The Landlord shall not be required to:

5.5.1 carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or

5.5.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property; or

5.5.3 keep in repair or maintain any item that is owned by or belongs to the Tenant; or

5.5.4 keep in repair or maintain any damage caused by the Tenant; or

5.5.5 keep in repair or maintain any TV aerials / phone lines or electricity

5.6 The Landlord shall keep in repair the appliances set out in the Particulars

5.7 The Landlord shall take all reasonable steps to ensure that the Property shall comply with the Homes (Fitness for Human Habitation) Act 2018.

5.8 The Landlord will pay all water and sewerage charges in respect of the Property.

5.9 The Landlord will equip and make available to the tenant an exercise gym (locations vary and the Landlord reserves the right to change the location of the gym from time to time provided the tenant is notified) for the use of the Tenant which will be subject to such rules as the Landlord may from time to think prudent to apply.

5.10 Subject to clause 3.2.1 of this Agreement the Landlord will provide at the Landlord's expense a broadband internet connection to the Property.

5.11 The Landlord shall:

5.11.1 undertake a legionella risk assessment for the Property and review periodically

5.11.2 ensure hot water temperatures on boilers/water heaters cylinders have been set to 60 degrees (or such other temperature as the Landlord may from time to time notify to the Tenant, which shall replace the temperature specified in this clause) to minimise the risk of legionella bacteria forming

5.11.3 Prior to letting the Property to ensure that the hot and cold-water systems have been flushed though and that shower heads have been cleaned, disinfected, and descaled.

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6. DEPOSIT

6.1 The Tenant must pay the refundable tenancy Deposit to the Landlord as set out in the Payment Schedule as security towards the discharge or part discharge of any liability referred to in sub-clause 6.3 and subject to this is to be held on trust for the Tenant absolutely.

6.2 The refundable tenancy Deposit shall be held on the terms of a deposit protection scheme established under to the Housing Act 2004 Section 212 ('the Scheme') the details of which will be notified to the Tenant prior to the commencement of the Tenancy and the parties agree that any provisions of the Scheme which need to be incorporated into the Tenancy will be incorporated herein on notification to the Tenant of those provisions. The Landlord shall comply promptly with his obligations under the Scheme.

6.3 The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

6.3.1 any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

6.3.2 any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this Tenancy Agreement; and

6.3.3 after the end of the Tenancy Period, any sum owing to the Landlord equivalent a pro rate sum of the Rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control;

6.4 If the refundable tenancy Deposit or part of it is applied as authorised by sub-clause 6.3 and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the deposit value to the value of the Deposit and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

6.5 Subject to the provisions of sub-clause 6.4, the refundable Deposit or the balance of it must be returned to the Tenant after the end of the Tenancy Period in accordance with the provisions of the Scheme but any interest earned on the refundable tenancy Deposit may be retained by the Landlord.

7. OTHER AGREEMENTS

7.1 Keys and call out charge

In the event of the keys or entrance fobs to the Property or to the building which the Property forms part of being lost by the Tenant or by any party on behalf of the Tenant, the Tenant shall be liable for the cost of replacing the locks to the Property or the building of which the Property forms part including costs for the supply of replacement keys or entrance fobs for the same to the Landlord, the Landlord’s Agents and other residents of the building (if appropriate).

7.2 Condition of the Property

The Tenant will inspect the Property on 10th September 2027 (Leicester) / 11th September 2027 (Coventry) and agree the condition of the Property by signing and returning the Inventory for the Property. Any damage to the Property on taking first occupation must be brought to the attention of the Landlord with 48 hours of the first day of check in so that it can be noted as previous damage.

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7.3 Suspension of rent

If the Property burns down or the Tenant cannot live in it because of fire damage the Rent will be suspended until the Property is rebuilt or repaired so that the Tenant can live there again.

7.4 Increase in rent

The Landlord reserves the right to increase the Rent at the end of the Tenancy Period should the Tenant remain in occupation of the Property after the expiry of the Tenancy Period

7.5 Forwarding address

The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

8. GUARANTORS OBLIGATIONS

NOTE: CLAUSE 8 IS ONLY APPLICABLE IF A GUARANTOR(S) HAS BEEN NAMED AS A PARTY IN THE PARTIES SECTION ABOVE. IF A GUARANTOR HAS NOT BEEN INCLUDED IN THE PARTIES SECTION ABOVE, THEN PLEASE DISREGARD THIS CLAUSE 8.

The Guarantor jointly and severally guarantees and agrees with the Landlord to:

8.1 pay the Rent hereby reserved on the First Rent Payment Date and on the Rent Days and in the manner aforesaid and shall perform and observe all the Tenants covenants of this agreement on the part of the Tenant hereinbefore contained

8.2 That in the case of default in the payment of such Rent or in the non-performance or non-observance of such covenants and agreements as aforesaid the Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 8.1 to indemnity and keep indemnified the Landlord against failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Tenancy Agreement and the Guarantor shall pay and make good to the Landlord on demand all losses, damages, costs and expenses thereby arising or incurred PROVIDED THAT any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent reserved by this tenancy agreement when the same becomes payable or to enforce performance or observance of Tenant part hereinbefore contained or at any time which may be given to the Tenant by the Landlord shall not release or exonerate or in any way affect the liability of the Guarantor(s) under this indemnity

8.3 That the provisions of this indemnity shall apply to any increased rental and/or to any continuation, extension, renewal or re-grant of the Agreement, including moving to any bedsit/studio/flat or house owned by the Landlord, created by an agreement whether by operation of law of agreement between the Landlord and the Tenant or otherwise as if this indemnity were incorporated in full in such contained, extended, renewed or re granted tenancy (as the case may be) and for the avoidance of doubt the Guarantor(s) hereby agrees with the Landlord that the Tenant shall pay the rent reserved by such continued extended renewed or re granted Tenancy (as the case may be) and shall perform and observe all of the agreements on the part of the Tenant hereinbefore contained.

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8.4 The liability of the Guarantor under clause 8.1 and clause 8.2 shall continue until this Agreement comes to an end and the Tenant is released from the tenant covenants of this Agreement.

8.5 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

8.5.1 any time or indulgence granted by the Landlord to the Tenant;

8.5.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;

8.5.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or

8.5.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit; or

8.5.5 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing their affairs.

9. NOTICES

9.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:

9.1.1 sent by first class post to the Landlord's address given in Clause 9.4;

9.1.2 sent by email to the email address:
CODE Fairfax Street: coventry@codestudents.co.uk
CODE Harper Road: harper-road@codestudents.co.uk
CODE Leicester: leicester@codestudents.co.uk

9.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

9.2.1 sent by first class post to the Property; or

9.2.2 left at the Property; or

9.2.3 sent by email to the email address given in the Particulars.

9.3 If a notice is given in accordance with Clause 9.1 or 9.2 it shall be deemed to have been received:

9.3.1 if delivered by hand, at the time the notice is left at the proper address; or

9.3.2 if sent by first-class post, on the second Working Day after posting.

9.3.3 If sent by email then then at 9.00 am on the next Working Day after it was sent, provided that no delivery failure notification is received by the sender.

9.4 The Landlord hereby notifies the Tenant, in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987, that the address at which notices (including notices in legal proceedings) and any other written communications may be served on the Landlord is 42a Western Road Leicester LE3 0GH.

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10. SEVERABILITY OF THE TERMS OF CONTRACT

If any term, condition, or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful, or unenforceable to any extent, the validity, legality, or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

11. JURISDICTION / GOVERNING LAW

11.1 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.

This Agreement has been entered into on the date stated at the beginning of it.

BEFORE SIGNING PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TENANCY AGREEMENT

Resident's signature:

Guarantors signature:

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SCHEDULE 1

TERMS AND CONDITIONS

1. By accepting this contract you are agreeing to pay one weeks' rent as a refundable deposit and once your booking is complete the refundable holding Deposit is credited to your first rent instalment payable on the First Rent Payment Date.

2. The Landlord agrees to let, and the tenant agrees to take the Property at the Rent for the Tenancy Period subject to the Standard Letting Terms as set out in this Tenancy Agreement.

3. This is an agreement to create a Common Law Tenancy. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.

4. The Tenant the Guarantor and the Landlord agree with each other to comply with the requirements of this Tenancy Agreement.

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SCHEDULE 2

STANDARD LETTING TERMS

In these terms:

1. provisions relating to the Property apply to every part of it and its fixtures fittings and decorations

2. when more than one person has signed this Tenancy Agreement as the Landlord the Tenant or the Guarantor, the term the Landlord the Tenant or the Guarantor shall mean each of them and they are responsible for their obligations both jointly and individually

3. the Landlord includes the persons from time to time entitled to receive the Rent

4. if the Landlord holds the property on a lease, the Landlord will (where appropriate) procure that his obligations are fulfilled by the superior landlord and

the headings are only for convenience and are not part of the Standard Letting Terms.

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