



The following represent an example of the Opal standard Terms and Conditions for the Assured Shorthold Tenancy Agreement which every Tenant will be required to enter into prior to taking occupancy of a room within an Opal Accommodation Hall.

Prospective Tenants are advised to read these Terms and Conditions carefully prior to entering into an agreement with Opal as they represent a legally binding agreement.

Should any prospective tenant have any questions regarding these Terms and Conditions, they should be brought to the attention of the hall team.

STANDARD LETTING TERMS

1. GENERAL

- 1.1 Reference in this agreement to the Landlord shall include the Landlord's Agent and other representatives.
- 1.2 Where two or more persons are together the Landlord the Tenant or the Guarantor they are responsible for their obligations jointly and severally.
- 1.3 Clause and paragraph headings are for convenience only and shall not affect the construction of this deed.
- 1.4 Normal residential use of electricity, water and sewerage utility services is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential or wholly unreasonable or excessive use of the utility services.

2. ADVANCE RENT, RENT AND OTHER PAYMENTS

2.1 The Tenant agrees:-

- 2.1.1 To pay the Landlord for the duration of the Tenancy Period the Rent notwithstanding the fact that the Tenant may cease to occupy the Premises during such period for whatever reason.
- 2.1.2 To make payment of the Rent annually in advance by the required date unless the Tenant has provided a UK (based Guarantor who has been approved by the Landlord, in which circumstances the Tenant will be entitled to pay the Rent by instalments.
- 2.1.3 If the instalments of the Rent are not paid on or within 7 days of the Rent Days, or any invoice issued to the Tenant by the Landlord is not paid within 7 days of receipt of the invoice, then the Tenant agrees to pay the Landlord's administration charge (currently £30.00) each time the Tenant is contacted, which will become payable immediately.
- 2.1.4 That payment of the instalments of the Rent will be made by credit, debit card or any other method of payment advised by the Landlord on or before the rent days in accordance with the Landlord's stated booking and payment procedures. A fee (currently 1.5%) is charged on payments made by credit cards.

NOTE: - Opal operates in pounds sterling (GBP) only and payments made in other currencies may incur additional charges from your remitting bank. Any monies received from foreign banks may result in an additional administration charge being levied on the Tenant to cover charges made by the Landlord's bank.

- 2.1.5 To reimburse the Landlord immediately on demand in respect of any costs or charges payable by the Landlord as a result of any payment by the Tenant not being duly honoured or being made after the due date for payment under this Agreement.
 - 2.1.6 To pay the Landlord the Advance Rent in one instalment of the equivalent of 2 weeks rent in cleared funds upon application for a tenancy
 - 2.1.7 To pay the Landlord within 7 days of the Tenant receiving an invoice, any outlay, such as insurance excess up to a maximum of £10,000 and/or cost of repair/renew of damage as a result of any damage caused by the negligence of the Tenant as a result of breach or non compliance this agreement and/or any of the Landlord's rules and regulations in relation to residing at the premises set out in this agreement.
- 2.2 The Advance Rent has been taken for the following purposes;
- 2.2.1 As part payment of the Rent under this Agreement.
 - 2.2.2 To have the Premises made unavailable for letting to any other person, in anticipation of the Tenant entering into an Agreement for the letting of the Premises.
- 2.3 If the Tenant advises the Landlord in writing that the Tenant no longer wishes to let the Premises then:
- 2.3.1 If the tenant so advises the Landlord in writing within 7 working days of booking the Premises and prior to 1st August in the year that the Tenancy is to begin, then the Landlord shall repay all monies paid by the Tenant to the Landlord in respect of rent.
 - 2.3.2 If the Tenant so advises the Landlord in writing after the expiry of 7 working days after booking and prior to 1 August in the year that the Tenancy is to begin then the Landlord shall be entitled to retain the full amount of the Advance Rent in consideration of the cancellation and administration costs incurred by the Landlord.
 - 2.3.3 If the Tenant so advises the Landlord in writing after 1 August in the year that the Tenancy is to begin and before the first day of

the Tenancy Period then the Landlord shall be entitled to retain the full amount of the Advance Rent in consideration of the cancellation and administration costs incurred by the Landlord and the Tenant will also be liable for the whole of the Rent under this Agreement

2.3.4 Distance Selling regulations apply to all bookings made via the on-line booking system

- 2.4 The Tenant will promptly pay any Council Tax or similar tax (if applicable) in respect of the Premises or its occupants for the Tenancy Period and all charges for electricity consumed or supplied to the Premises (in excess of the level provided by the Landlord as referred to in clause 1.4)
- 2.5 If the Tenant is exempt from paying any Council Tax, then an exemption certificate must be obtained and provided to the Landlord within a calendar month of the Tenant's occupancy or within 14 days upon request.
- 2.6 The Tenant will indemnify the Landlord for any Council Tax due in respect of the entire flat to the Local Authority as a result of change of status of the Tenant, and will within 7 days of written demand reimburse the Landlord in respect of any Council Tax payable by the Landlord as a result of the Tenants continued occupation at the premises..
- 2.7 The termination or surrender of this Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.
- 2.8 The Landlord's rights under this clause are in addition to any other rights the Landlord has under this Agreement. In particular the Landlord reserves the right to seek compensation for a breach of this Agreement or to cover any arrears then the Landlord may pursue other rights and remedies it has as it sees fit.

3. TERMINATION

3.1 The Landlord may (by written notice to the Tenant) terminate this Tenancy Agreement immediately if: -

- 3.1.1 the Tenant shall fail to pay any instalment of the Rent in accordance with the terms of this Tenancy Agreement; or
- 3.1.2 the Tenant's status as a registered student of the relevant University/College shall terminate or be suspended for any reason whatsoever; or
- 3.1.3 the Tenant is in breach of any of the obligations contained in this Tenancy Agreement whereupon the Tenant shall vacate the Premises forthwith but shall remain liable for the Rent for the whole Tenancy Period; or
- 3.1.4 the Tenant:-
- 3.1.4.1 commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the Premises, the Cluster Common Parts, the Building Common Parts or the Building itself; or
 - 3.1.4.2 indulges in drunkenness or the misuse of drugs;
 - 3.1.4.3 uses the Premises or the Cluster Common Parts for any unlawful purpose;
 - 3.1.4.4 uses abusive, violent and or threatening behaviour
 - 3.1.4.5 uses any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident or the Landlord or a representative of the Landlord

AND the effect of such termination will be to end the Tenancy Period but will not release the Tenant from any outstanding obligation and the Tenant will still be liable for the whole Rent for the full Tenancy Period and any other payments due.

4. LANDLORD'S OBLIGATIONS

Throughout the Tenancy Period the Landlord will:

- 4.1 Give the Tenant exclusive uninterrupted occupation of the Premises and the right (shared with others) to use the Cluster Common Parts and the Building Common Parts during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.
- 4.2 Arrange for the Tenants contents to be insured under a comprehensive insurance policy the details of which including the conditions and limit of cover are available from the Landlord.
- 4.3 Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the current academic year;
- 4.4 Refund to the Tenant any Rent paid for any period in which the Premises is totally uninhabitable or inaccessible as a result of any damage not caused by or resulting from the Tenant save where loss of rent is not recoverable under the Landlord's insurance policy by reason of the Tenant's action.

4.5 Use all reasonable endeavours to arrange for the Building Common Parts to be cleaned and adequately lit.

5. TENANT'S OBLIGATIONS

Throughout the Tenancy Period the Tenant agrees:-

- 5.1 To pay the Rent on the agreed dates. In the event that the Landlord has agreed for the Tenant to pay by instalments and a payment is not made on the due date then the Landlord has the right to demand all monies due for the remaining duration of the lease and the ability to make payments by instalment will be withdrawn.
- 5.2 To allow the Landlord access to the Premises and Cluster Common Parts at any time for the purposes of inspection and the carrying out of repairs maintenance and cleaning of the Building.
- 5.3 To allow the Landlord access to the premises under the terms of this agreement (the room) following the Landlord giving statutory notice period. Except when in emergencies, i.e. floods, fire, electrical faults and other or where the Tenant has requested the Landlord to rectify any faults or carry out any maintenance.
- 5.4 To clean and keep in a tidy condition the Premises and the Cluster Parts.
- 5.5 Not to use the Premises otherwise than as private living accommodation.
- 5.6 Not to share the occupation of the Premises or any part of it nor do or cause anything to be done whereby the occupation of the Premises is shared with any other person (except with other authorised Tenants or licensees of the Landlord) and not under any circumstances to part with or sub-licence the whole or part of the Premises.
- 5.7 Not to have overnight visitors longer than two consecutive nights and to ensure that any visitor signs in at the Reception on arrival at the Building and on departing the Building provided that the Landlord shall be entitled to refuse entry to any visitor in its absolute discretion where such visitor has previously caused the Tenant to breach or the Landlord reasonable considers may cause the Tenant to breach the terms of this agreement.
- 5.8 Not to do permit allow or suffer to be done in or upon the Premises anything which may be a nuisance or annoyance or cause or create any discomfort or inconvenience to the Landlord or to other residents of the Building and in particular not to make nor permit the making of any noise between 2300 hours and 0800 hours so as to audible outside of the Premises.
- 5.9 To keep and deliver up the Premises and the Landlord's furnishings and appliances and effects in a good and clean and tidy condition (fair wear and tear expected) and not to remove any of the said furnishings and effects from the Premises and if at the termination of this Tenancy Agreement either the Premises are damaged or the said furnishings and effects are damaged or lost, to pay the Landlord on demand the amount or value of such loss or damage.
- 5.10 Not to make any additions or alterations to the Premises nor to make any alteration to the decoration of the Premises.
- 5.11 Not to tamper, force or in any way open the windows of the Building beyond their restricted opening, which have been restricted for Health and Safety purposes.
- 5.12 To keep the Premises in a clean and tidy and proper condition at all times and to dispose of all refuse in accordance with the directions made by the Landlord in this regard from time to time.
- 5.13 Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises.
- 5.14 Not to install a private telecommunications at the Premises.
- 5.15 Not to erect any external television aerial or appliance for any television sets used at the Premises.
- 5.16 To hold a current television licence for any television sets used at the Premises.
- 5.17 Not to have at the Building, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, woks, rice cookers, candles, incense sticks, oil burners, oil lamps, refrigerators or cooking appliances except those provided by the Landlord at the Premises and to observe fire and safety precautions at all times.
- 5.18 Not to wedge or jam open any fire door and in particular any kitchen door.
- 5.19 To be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Building by a resident or guest.
- 5.20 Not in any way to misuse any fire alarm or fire safety appliance at the Building or tamper with or obstruct any smoke or heat detectors.
- 5.21 To respond immediately if the fire alarm is sounded by following the evacuation procedure for the Building.

- 5.22 Not under any circumstances whatsoever to take or allow to be taken into or on to the Premises, the Cluster Common Parts or the Building Common Parts (except in such places as the Landlord may from time to time designate) any bicycles or motorcycles. In the event that the Landlord is required to remove any bicycle stored in breach of this clause to pay the landlord on demand £25.00 (including VAT) before the release of the bicycle to the Tenant.
- 5.23 To notify the hall manager of the Building of any intended absence from the premises for a period of three consecutive nights or longer.
- 5.24 Immediately to give notice to the Landlord (and the hall manager of the Building) of any failure in water, drainage, electrical or other services at the Premises.
- 5.25 Not to bring any weapons or imitation weapons of any form onto the Landlords premises..
- 5.26 Not to bring any illegal or controlled substances whether for the Tenant own use or otherwise unless prescribed by a bonafide Medical Practitioner into the Landlords premises.
- 5.27 Not to do or permit to be done on the Premises anything or act whereby the insurance policy of the Building may become void or voidable or whereby the premium thereon may be increase.
- 5.28 To attend a hall safety meeting at the beginning of the residence period if arranged by the Landlord and local Fire Brigade as required.
- 5.29 Not to set off a fire alarm without due cause (even if accidentally), and the Tenant further agrees that if the Tenant or Tenant's guest does set off a fire alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the building(s), the Tenant shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord.
- 5.30 Not to use or suffer the Premises to be used for any illegal purposes.
- 5.31 Not to smoke in any part of the building at any time.
- 5.32 To report the loss of any keys to the Premises or the Building immediately to the hall manager of the Building and on termination of this Tenancy Agreement to immediately return all such key to hall manager PROVIDED THAT in any case it is agreed that leaving any keys to the Premises with the hall team at the Building will not in any circumstances be deemed as acceptance of termination of this agreement by the Landlord.
- 5.33 To observe and be bound by the disciplinary code and rules and regulations relating to student occupancy of residential property as published by the University or College at which the Tenant attends.
- 5.34 Should the Tenant wish to leave the Premises for any reason prior to the end of the tenancy agreement, the Tenant shall still remain liable for the rent for the Premises for the whole Tenancy Period. In the event that the Tenant finds a suitable replacement tenant, which replacement tenant will be subject to the Landlord's approval, then the Tenant will be responsible for the rent on the Premises until the suitable replacement tenant has agreed and signed a new tenancy agreement to take over the tenancy of the Premises named on the first page of this agreement.
- 5.35 The Tenant agree to sign and be bound by the hall postal procedure

6. STUDENT STATUS

It is a term of this Tenancy Agreement that the Tenant is at all material times during the Tenancy Period a student in full time education and the Tenant shall supply evidence of this to the Landlord at the same time as paying the Advance Rent and on request during the Tenancy Period. Any change occurring to the status of the Tenant which results in the Tenant no longer being a student in full-time education will require the Tenant to surrender this Agreement but the Tenant will still remain liable for the Rent for the full Tenancy Period.

7. GUARANTOR

- 7.1.1 The Guarantor unconditionally guarantees due payment of all money payable to the Landlord under this agreement within the time periods set out within this agreement and the Guarantor agrees to pay to the Landlord immediately on written demand any money so payable.
- 7.1.2 The Guarantor hereby agrees that the guarantee cautioned in this clause 7 shall not be affected by any time or other indulgence the Landlord may see fit to grant the Tenant.
- 7.1.3 The Guarantor agrees to reimburse the Landlord immediately on demand in respect of any costs or charges payable by the Landlord as a result of any payment by the Tenant not being duly honoured or being made after the due date for payment under this Agreement



8. GENERAL PROVISIONS

- 8.1 This Agreement shall take effect to the provisions of Section 11 of the Landlord & Tenant Act 1985 if applicable.
- 8.2 In the event that there is more than one Tenant named in this agreement, then:
 - 8.2.1 This is a joint tenancy and the Premises is let as one household.
 - 8.2.2 The Landlord agrees that the Tenants named on this contract are liable to pay only the individual rent for their room as stated on the guarantor document. All other joint and several liabilities remain.
 - 8.2.3 Should any term in this Agreement be held invalid, illegal or unenforceable then the remainder of this Agreement and the application of such term shall not be affected thereby and each term of this Agreement shall be valid and enforceable to the extent permitted by law.
- 8.3 Notice under Section 48 of the Landlord and Tenant Act 1987.
 - 8.3.1 The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

HALL NAME:
 HALL ADDRESS:

9. AT THE END OF THE TENANCY

At the end of the Tenancy, the Tenant agrees:

- 9.1. To vacate the room and remove all of their belongings from the Landlords premises and leave the Premises and items in the same clean state and condition as they were at the beginning of the tenancy period. If the Tenant fails to remove any of their property from the Landlord's premises within 3 days after this Agreement coming to an end then the Landlord may sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to a third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 2 months the sale proceeds net of any disposal and reasonable management costs have not be claimed by the Tenant the Landlord shall be entitled to keep them.
- 9.2. To jointly and severally with the other occupiers of the Cluster Common Parts ensure that the Cluster Common Parts are left in the same clean state and condition as they were in at the beginning of the Tenancy Period.
- 9.3. To ensure that any room item or shared item with may have been moved during the Tenancy Period is returned to the location that they were in at the beginning of the tenancy period.
- 9.4. Not to leave any refuse or belongings for disposal within the Building, and if any such refuse or belongings are left by the Tenant, then the Tenant agrees to pay the Landlord £10 for each and every item left.
- 9.5. To pay the Landlord for the rectification, repair and/or replacement of any fixtures, fittings and finishing's damaged by the Tenant, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination caused by smoking.
- 9.6. To return to the Landlord all keys/fobs and for any such item not returned at the end of this Agreement the Tenant will pay to the Landlord the administration fee and replacement key charges of £25.00 per item together with the cost of supplying and fitting replacement locks.

Signed on behalf
of the Landlord _____

Signed Tenant _____

PRINT name _____

PRINT name _____

Date _____

Date _____