Fixed Term Standard Occupation Contract

FOR

PROPERTY NAME

Contract-holders: Lead Tenant

BOOKING DETAILS

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below under “Period of Stay”.

The key matters and information about the deposit and landlord are set out below.
If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

Landlord:

LANDLORD NAME & ADDRESS

Operating under the Brand: Now Student Living

Rent Smart Wales Licence Number:

#LR-08145-69667

Student:

Name : Mr Lead Tenant Email : first.tenant@email.com Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Period of Stay:

(“Check In Date”)
(“Check Out Date”)

Accommodation:

PROPERTY NAME

Room Type:

Building:

PROPERTY ADDRESS

Landlord Contact Details:

Via the Landlord’s Agent Now Student Living
(operating under the brand Now Student Living)

1st Floor Gallery, 28 Arcadia Avenue, London N3 2FG

hello@nowstudents.co.uk

Advance Rent:

£200

Total Rent:

Total Rent Due per person
Payment Breakdown Schedule:

Fixed Term Occupation Contract

NOTE: New occupiers from 1 December 2023
Written Statement of a Fixed Term Standard Occupation Contract for a term of less than seven Years

Part 1

Fixed Term Standard Occupation Contract – Explanatory Information
This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, it may be given to you before the occupation date and, if it is not, must be given to you within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, the landlord may be liable to pay you compensation, equivalent to a day's rent for each day that the written statement is not provided, starting with the occupation date, up to a maximum of two months' rent (unless the landlord's failure to provide the written statement was intentional in which case the court may determine that an increased amount per day is payable).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act.
However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. The terms of your contract may also include:
additional terms – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord.

It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied:

you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or
your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.
If you remain in occupation after the end of the term, you and the landlord are treated as having made a new periodic standard contract in relation to the dwelling, which means that it will continue from one rental period to the next (typically from month to month or week to week).

Part 4 sets out the terms which will apply to the new periodic standard contract. Some of the terms of the fixed term contract will continue to apply and there are some additional terms which will only apply to the new periodic contract.

These additional terms include a right for the landlord to apply to the Court for a possession order (in addition to the three circumstances mentioned above, which continue to apply) where the landlord can demonstrate that all the correct procedures have been followed and:
you have been given at least 6 months' notice under section 173 of the Act (landlord's notice) (see terms 95 and 96 of this contract) that you must give up possession; and
the notice was not issued within the first six months of your original occupation date; and
no other restrictions on serving notice under section 173 apply, including the restrictions set out in sections 75 and 98 of the Housing Act 2004 (other consequences of operating unlicensed HMOs: restrictions on terminating tenancies) and section 44 of the Housing (Wales) Act 2014 (restriction on terminating tenancies).
The landlord must demonstrate the correct procedures have been followed and that the above points have been satisfied before a court can make an order for possession on these grounds.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for

determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

Part 2. Fixed Term Standard Occupation Contract – Key Matters

The key matters and information about the deposit and landlord are set out below and in the Booking Details.

This contract is between:
The entity identified as the "Landlord" in the Booking Details (Landlord)

The person identified as the "Student" in the Booking Details (contract-holder)
It relates to: the room in the Property of the type identified in the Booking Details under “Room Type” which is allocated to the Student by the Landlord on or before the Check In Date (the dwelling)

The rent is stated in the Booking Details.

The first payment is to be made on the date stated in your Payment Breakdown Schedule as set out in the Booking Details and further payments are to be made on the dates stated in your payment Breakdown Schedule as set out in the Booking Details. Advanced Rent is the sum identified as “Advance Rent” in the Booking Details.

The fixed term standard contract will end on the date specified in the Booking Details. You can contact the landlord on/at: hello@nowstudents.co.uk.
You have not paid a deposit.

For more information about the holding of any deposit, see terms 5 & 6.

The occupation date (when you can begin occupying the dwelling) is the Check In Date set out in the Booking Details. Your acceptance of this contract through our online systems will be evidence of your agreement to this contract.

Rent Smart Wales

Registration Number will be the "Registration Number" set out in the Booking Details (if applicable) Licence Number will be the "Licence Number" set out in the Booking Details (if applicable)

Part 3. Fixed Term Standard Contract – Fundamental and Supplementary Terms

The fundamental and supplementary terms of this fixed term standard contract are set out in this

Part. Fundamental terms that cannot be left out of this contract or changed have (F) added after the term sub-heading. Fundamental terms that can be left out or changed have (F+) added.
Supplementary terms have (S) added. Additional terms have (A) added.

Where any fundamental or supplementary term has been left out of the contract or otherwise changed, the following apply:
Any new text is shown in CAPITALS; and

Any text omitted is shown as {Deleted Wording}. The following clauses have been deleted:
Clauses 3, 10 (part only), 18.2 (part only);

Clauses 29.1, 29.2 & 29.4 (part only);

Clauses 31.2 & 31.3;

Clause 33 (Part only); and

Clause 42.
Where a term is referring to the contract-holder, it usually uses "you" instead of "the contract-holder". Similarly, where a term is referring to something belonging to the contract-holder, it usually uses "your" rather "the contract-holder's".

Definitions

The following terms have the meanings ascribed to them:

"Booking Details" means the Booking Details above setting out the details of the Room, the Property, Your Payments and the Length of Stay (among other things);

"Contents" means the furnishings, fixtures and fittings in the Room or Flat Common Areas as listed on the inventory to be provided to you on moving-in to the Room;

"Dwelling" means the dwelling identified in Part 2 - Key Matters but excluding the Service Media within the Dwelling;

"Facilities" means all services contained within Flat Common Areas, inclusive of all white goods, cooking facilities as well as furniture, fixtures and fittings.

"Flat" means the flat (if any) referred to in the Booking Details, including its Contents, but excluding the Service Media in the Flat;

"Flat Common Areas" means the Flat, other than the Room and any other rooms within the Flat (to be occupied exclusively by other tenants of the Flat);

"Guarantor" means any person, not living at the Property or in any other property let by Now Student Living, who agrees to indemnify (pay compensation to) the Landlord against any claim, loss or expense arising from your failure to comply with the obligations in this contract;

"Length of Stay" means the length of stay as specified in the Booking Details being the period from and including the Check In Date and ending on and including the Check Out Date as specified in the Booking Details;

"Payment Schedule" means the Payment Schedule Breakdown in the Booking Details setting out the amounts and the dates on which payments must be made;

"Property" means the building identified in the Booking Details where the Room, Flat, Flat Common Areas and the Property Common Areas are situated;

"Property Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store (where applicable) and any other common areas in the Property provided for the benefit of all tenants;

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Special Conditions" means the Special Conditions referred to in the Booking Details;

Terms

Rent and other charges

Receipt of rent or other consideration (S)
Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration paid or provided under the contract.
Additional Terms (A)
You must pay the rent on the dates specified in the Booking Details.
The Advance Rent is the sum stated in the Booking Details. It constitutes a prepayment of part of your first instalment of Rent and will be deducted from that first payment. If you terminate this contract within 5 working dates after the day that the Landlord confirms that your booking has concluded, or, from the 1st August, within 48 hours that the Landlord confirmed that your booking has been concluded, the Landlord will reimburse the Advance Rent within 28 days of receiving notice of the termination. If you terminate this contract outside of these time frames, the Landlord will retain the Advance Rent.
If payment of the rent due from you under this contract is late by more than 14 days, you will pay interest at the rate of 3% per annum above the Bank of England base rate on the outstanding amount from the date payment was due until the payment is made in full. Interest will be calculated on a daily basis.
Anybody who makes payments on your behalf towards rent or other amounts due from you under this contract does so as your agent. In such circumstances you will remain liable for the payment of all sums under this contract and all our rights and remedies against you remain fully preserved. Where applicable, funds will only be returned to you (not anyone else) following the end of the contract, except for any deposit (if a deposit has been paid and is detailed in the Booking Details) which will be refunded to the person who originally paid it (unless this is no longer possible and in which case payment will be made to you).

{DELETED Periods when the dwelling is unfit for human habitation (S)
You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation.}
Right of set off (F+)
If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent.

Deposit

Form of security (F+)

The landlord may not require security (which includes a deposit) to be given in any form other than:
money, or
a guarantee.
Requirement to use a deposit scheme (F)
6
If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must:
comply with the initial requirements of the authorised deposit scheme, and
give you (and any person who has paid the deposit on your behalf) the required information.

The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to:
the authorised deposit scheme which applies,
the landlord's compliance with the initial requirements of the scheme, and
the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Prohibited conduct

Anti-social behaviour and other prohibited conduct (F)
7
You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
to live in the dwelling subject to this contract, or
to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:
in the dwelling subject to this contract, or

in the locality of that dwelling.

You must not engage or threaten to engage in conduct:
capable of causing nuisance or annoyance to:
the landlord, or
a person (whether or not employed by the landlord) acting in connection with the

exercise of the landlord's housing management functions, and
that is directly or indirectly related to or affects the landlord's housing management functions.

You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
You must not, by any act or omission:
allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs 7.1 to 7.3 of this term, or
allow, incite or encourage any person to act as mentioned in paragraph 7.4 of this term.

Control of the dwelling

Use of the dwelling by the contract-holder (S)
You must not carry on or permit any trade or business at the dwelling without the landlord's consent.
Additional Rights and Reservations (A)
You have the following rights in common with the landlord and all other occupiers of the Property (including all other persons from time to time authorised by the landlord):
The right to use and access over the Property Common Areas and the Flat Common Areas including the right to come and go to and from the Room over such part of the Property Common Areas and the Flat Common Areas as are designed or designated to allow access;
The right to use the shared Facilities in the Flat Common Areas;
The Landlord reserves for itself and all those authorised by it the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the dwelling.
Contract Holder's additional obligations (A)
You must:
remain a student in full time education throughout the period of this contract;
Provide the Landlord with a certificate of exemption for council tax within 6 weeks of registering with your university or college or 10 weeks of your Check In Date (whichever is the sooner). You are responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption.
Comply with any special conditions set out in the Booking Details.
Not smoke in the dwelling or any part of the Property (including E –cigarettes).
Not keep any animal, bird, insect or reptile in the Dwelling or the Property with the exception of service animals and to notify the Landlord as soon as possible if a service animal Is to be kept in the Dwelling or the Property.

Not post material on social media platforms or elsewhere which we (acting reasonably) consider to be illegal, immoral, racist, posing a threat of violence or connected any act of terrorism (whether actual, fictional or proposed);
Pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which the landlord has properly incurred, where you have not carried out your obligations under this contract. We are within our rights to recover any of these amounts from your deposit and/or via any claims against you (or your Guarantor) via the Courts.
Allow access to the landlord or those authorised by it to access the dwelling for the purposes of inspections and viewings with prospective students.
Comply with the Regulations.
Permitted occupiers who are not lodgers or sub-holders (S)
You may permit persons who {DELETED are not lodgers or sub-holders} have been approved by the Landlord as permitted occupiers to live in the dwelling as a home.
Right to occupy without interference from the landlord (F+)

The landlord may not, by any act or omission, interfere with your right to occupy the
dwelling.
The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.
The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act).
The landlord is to be treated as having interfered with your right if a person who:
acts on behalf of the landlord, or
has an interest in the dwelling, or part of it, that is superior to the landlord's interest. interferes with your right by any lawful act or omission.

Landlord's right to enter the dwelling – Repairs (F+)

13
The landlord may enter the dwelling at any reasonable time for the purpose of:
inspecting its condition and state of repair, or
carrying out works or repairs needed in order to comply with the obligations set out in terms 20 and 21 of this contract.

The landlord must give at least 24 hours' notice to you before exercising that right.
Paragraph 13.4 applies where:
the dwelling forms part only of a building, and
in order to comply with the obligations set out in terms 20 and 21 the landlord needs to carry out works or repairs in another part of the building.

The landlord is not liable for failing to comply with the obligations under terms 20 and 21 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.
Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)
14
In circumstances where you have not undertaken the repairs that are your
responsibility in accordance with terms 19.2 and 19.3, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.
But the landlord must give you at least 24 hours' notice before entering the dwelling.
Landlord's right to enter the dwelling – other works and inspections (A)
You must allow the landlord and all those authorised by the landlord to enter the dwelling and the Flat on reasonable written notice of not less than 24 hours (except where, in the landlord's reasonable belief, they consider that there is an emergency and/or that an unlawful activity is or may be occurring within the dwelling or the Flat which is placing any person at risk of harm, when no notice will be given), for any necessary purpose, including but not limited to:
viewings with prospective tenants;
to carry out any inspections required by law including (but not limited to) fire safety inspections;
to carry out any works, repairs, maintenance or installations required by law or any work associated with any necessary improvement or refurbishment work; and
to carry out repairs, improvements or other works to the Property Common Areas or any other adjoining land belonging to the landlord.
Landlord's right to enter the dwelling – Emergencies (S)
In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.
If you do not provide access immediately, the landlord may enter the dwelling without your permission.
If the landlord enters the dwelling in accordance with paragraph 16.1, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
For the purposes of paragraph 16.1 in this term, an emergency includes:
something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

Care of the dwelling – contract-holder's responsibilities

Duty to take care of the dwelling (S)

You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—
take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord,
keep the dwelling in a state of reasonable decorative order, and
not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.
Additional Obligations (A)
You have the following additional obligations:
you must not erect any external wireless equipment at the Property or hang clothes or fabrics out of the windows or doors,
you must not keep or use any gas or oil heater or other fuel burning appliance, including candles and any other flame lit device in the Dwelling Flat or Property,
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) and it will be treated as a serious breach of this contract, and
You must not keep any vehicle or motor vehicle in the Dwelling, Flat, or Property unless it is a wheeled chair. For the purposes of this term "vehicle" includes cycles of all kinds, scooters, prams, pushchairs, trolleys, and motor spares.

Duty to notify landlord of defect or disrepair (S)
19
You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.
Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them. IMMEDIATELY NOTIFY THE LANDLORD WHO WILL CARRY OUT THE NECESSARY REPAIR OR RENEWAL OR YOU CAN CHOOSE TO REPLACE OR RENEW THE DAMAGED ITEM AT YOUR COST.
The circumstances in which paragraph 19.2 applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier or any person visiting the dwelling.

Prohibition of discrimination against people with children and benefits claimants

Right for children to live at or visit dwelling (F+)

19A (1) Subject to paragraph (2) of this term, you may permit a person who has not reached the age of 18 to live in or visit the dwelling.

(2) The landlord must not interfere with or restrict the exercise of your right under paragraph (1) of this term, unless the interference or restriction is a proportionate means of achieving a legitimate aim.

Right to claim benefits (F+)

19B The landlord must not prohibit you from being a benefits claimant within the meaning given by section 8J of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019.

Care of the dwelling – landlord's obligations

Landlord's obligation: fitness for human habitation (F+)
20
The landlord must ensure that the dwelling is fit for human habitation:
on the occupation date of this contract, and
for the duration of this contract.
The reference to the dwelling in paragraph 20.1 includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Landlord's obligation to keep a dwelling in repair (F+)
21
The landlord must:
keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
keep in repair and proper working order the service installations in the dwelling.

If the dwelling forms part only of a building, the landlord must:
keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either:
forms part of any part of the building in which the landlord has an estate or interest, or

is owned by the landlord or is under the landlord's control.

The standard of repair required by paragraphs 21.1 and 21.2 is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.
Further landlord obligations in relation to terms 20 and 21 (F+)
22
22.1 The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 20 and 21.

22.2 The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 20 and 21.
Limits on landlord obligations in relation to terms 20 and 21: General (F+)
23
23.1 Term 20.1 does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
The landlord's obligations under terms 20.1 and 21.1 do not require the landlord:
to keep in repair anything which you are entitled to remove from the dwelling, or

to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

If the dwelling forms part only of a building, the landlord's obligation under terms 20.1 and 21.2 do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
Relevant causes for the purpose of paragraphs 21.2.2 and 21.3 are fire, storm, flood or other inevitable accident.
Term 21.2 does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:
the dwelling, or
the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 20 and 21: contract-holder's fault (F+)
24
Term 19.1 does not impose any liability on the landlord if the dwelling is unfit for
human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.
The landlord is not obliged by term 21.1 or 21.2 to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.
"Lack of care" means a failure to take proper care:
of the dwelling, or
if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 20 and 21: notice (F+)
25
The landlord's obligations under term 20.1.2 and under term 21.1 and 21.2 do not
arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
The landlord complies with the obligations under term 20.1.2 and under term 21.1 and 21.2 if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

If:
the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 20.1 or 21.1 or 21.2,the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

Landlord's Cleaning and Decoration Obligations (A)
The Landlord will:
decorate, adequately heat and light the Property Common Areas and the Flat Common Areas;
clean the Property Common Areas; and
provide security facilities for the Property.
Landlord's right to move you (A)
The Landlord reserves the right during the contract to offer you alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the dwelling or the Property subject to:
You having been given reasonable notice (except in an emergency);
You occupying the alternative accommodation on the same terms as those contained in this contract including the Rent payable.
Rights of permitted occupiers (F+)
28
28.1 A permitted occupier who suffers personal injury, or loss of or damage to personal
property, as a result of the landlord failing to comply with term 20 or 21, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
28.2 But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

Making changes to the dwelling or utilities

Changes to the dwelling (S)
29
29.1 You must not make any alteration to the dwelling OR THE PROPERTY without the
consent of the landlord.
the purposes of paragraph 29.1, "alteration" includes:
any addition to or alteration of the fixtures and fittings in the dwelling,
the erection of an aerial or satellite dish,
the erection, removal or structural alteration to sheds, garages or any other

structures in the dwelling, and
the carrying out of external decoration to the dwelling.

Changes to the provision of utilities to the dwelling (S)
30
{DELETED You may change any of the suppliers to the dwelling of :
electricity, gas, or other fuel or water (including sewerage) services;
telephone, internet, cable television or satellite television services.}

{DELETED You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph 29.1.}
Unless the landlord consents, you must not:
leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

For the purposes of paragraph {DELETED (3)(b)} 29.3.2 of this term, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Security and safety of the dwelling: contract-holder's responsibilities

Security of the dwelling – unoccupied periods (S)
31 If you become aware that the dwelling has been or will be unoccupied for {DELETED 28} 14 or more consecutive days, you must notify the landlord as soon as reasonably practicable.
Security of the dwelling – locks (S)
32
You must take reasonable steps to ensure the dwelling is secure.
{DELETED You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.}
{DELETED If any change made under paragraph 31.2 results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.}

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing (F+)
33
You may not deal with this contract the dwelling or any part of the dwelling except:
in a way permitted by this contract, or
in accordance with a family property order (see section 251 of the Act).

A joint contract-holder may not deal with their rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except:
in a way permitted by this contract, or
in accordance with a family property order.

If you do anything in breach of paragraph 33.1, or a joint contract-holder does anything in breach of paragraph 33.2:
the transaction is not binding on the landlord, and
you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).

"Dealing" includes:
creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
transferring;
mortgaging or otherwise charging.

Transfer of Occupation Contract (A)

You agree that you will not assign, sublet or charge the Dwelling or any part of it or part with possession or share occupation of the Dwelling or any part of it under any circumstances.
We may accept a replacement Contract Holder for the Dwelling at our sole discretion. If we do agree to accept a replacement contract holder you will be responsible for finding a proposed replacement. Any proposed replacement contract holder must be approved by us and pass all administrative checks.
We will not agree to a replacement Contract Holder unless all outstanding accounts with us are settled.

Any decision made to release you from your Occupation Contract is made by us, at our sole discretion on a case by case basis.
Permitting lodgers (S)
You must not allow ANY OTHER persons to live in the dwelling {DELETED as lodgers without the landlord's consent}.

Provisions about joint contract-holders

Adding a joint contract-holder (F+)
36
You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.
If a person is made a joint contract-holder under this term, they become entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.
Joint contract-holder ceasing to be a party to a contract -– survivorship (F)

3737.1

37.1.1
37.1.2

37.2

37.3

37.4
If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time they cease to be a party the remaining joint contract-holders are:
fully entitled to all the rights under this contract, and
liable to perform fully every obligation owed to the landlord under this contract.

The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after they cease to be a party to the contract.
Nothing in paragraph 36.1 or 36.2 removes any right or waives any liability of the joint contract-holder accruing before they cease to be a party to the contract.
This term does not apply where a joint contract-holder ceases to be a party to this contract because their rights and obligations under the contract are transferred in accordance with the contract.

Termination of contract - general

Permissible termination etc. (F)

38
This contract may be ended only in accordance with:
the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 37 to 40, 44 to 55 and term 63, or
any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

Nothing in this term affects:
any right of the landlord or contract-holder to rescind the contract, or
the operation of the law of frustration.

Termination by agreement (F+)
39
If the landlord and you agree to end this contract, this contract ends:
when you give up possession of the dwelling in accordance what you agree with the landlord, or
if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

An occupation contract is a substitute contract if:
it is made in respect of the same (or substantially the same) dwelling as the original contract, and
you were also the contract-holder under the original contract.

Repudiatory breach by landlord (F+)

40 If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.
Death of a sole contract-holder (F)

41
If you are sole contract-holder, this contract ends:
one month after your death, or
if earlier, when the landlord is given notice of your death by the authorised persons.

The authorised persons are:
your personal representatives, or
the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.
The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.
If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends:
when the order ceases to have effect, or
if later, at the time the contract would end under the paragraph 41.1 of this term.

Contract-holders' obligations at the end of the contract (S)
When you vacate the dwelling at the end of this contract, you must:
remove from the dwelling and all property belonging:
to you, or
to any permitted occupier who is not entitled to remain in occupation of the dwelling,

return any property belonging to the landlord to the position that property was in on the occupation date, and return to the landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.
Additional Contract- holders' obligations at the end of the Contract (A)
43
You must:
Remove all of your belongings from the Property
Remove all rubbish from the dwelling.
Pay all outstanding amounts due to the landlord under the terms of this contract.

Repayment of rent or other considerations (S)
44 {DELETED Repayment of rent or other consideration (S)
The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.}

Termination by contract-holder

Early termination by contract-holder (F+)
45
You may end this contract at any time before the earlier of:
{DELETED the landlord giving you a written statement of this contract under term 58.1, or}
PRIOR TO 1ST AUGUST, THE END OF THE 5TH WORKING DAY AFTER THE LANDLORD CONFIRMS THAT YOUR ACCOMMODATION BOOKING HAS CONCLUDED AND PROVIDES YOU WITH A WRITTEN STATEMENT OF THIS CONTRACT, OR
FROM THE 1ST AUGUST, WITHIN 48 HOURS AFTER THE LANDLORD CONFIRMS THAT YOUR ACCOMMODATION BOOKING HAS CONCLUDED AND PROVIDES YOU WITH A WRITTEN STATEMENT OF THIS CONTRACT, OR,
the occupation date.

To end this contract under paragraph 45.1 you must give a notice to the landlord stating that you are ending this contract.
On giving the notice to the landlord, you:
cease to have any liability under this contract, and
become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Termination of the contract with joint contract-holders (F+)

If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

Termination by the landlord: possession claims and possession notices

Possession claims (F)

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 48

to 54 and 63.
Possession notices (F+)
48
This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim:

term 50 (in relation to a breach of contract by a contract-holder);
term 52 (in relation to estate management grounds);
term 54 (in relation to serious rent arrears).

The notice must (in addition to specifying the ground on which the claim will be made):
state the landlord's intention to make a possession claim,
give particulars of the ground for seeking possession, and
state the date after which the landlord is able to make a possession claim.

Termination by the landlord: grounds for making a possession claim

Breach of contract (F+)

If you breach this contract, the landlord may on that ground make a possession claim.
Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).
Restrictions on making a possession claim in relation to a breach of contract (F+)
50
50.1 Before making a possession claim on the ground in term 48, the landlord must give you a possession notice specifying that ground.
The landlord may make a possession claim in reliance on a breach of term 7 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.
The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.
In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.
Estate management grounds (F+)
51
51.1 The landlord may make a possession claim on one or more of the estate management grounds.
The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.
Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:
it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
it is satisfied that suitable alternative accommodation (what is suitable is to be

determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.
Paragraph 51.4 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
Restrictions on making a possession claim under term 51 (estate management grounds) (F+)
52
52.1 Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
The landlord may not make the claim:
before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
after the end of the period of six months starting with that day.

If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)—

before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
after the end of the period of twelve months starting with that day.

The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.
Serious rent arrears (F+)
53
53.1 If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.
You are seriously in arrears with your rent:
where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
where the rental period is a month, if at least two months' rent is unpaid;
where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you:
were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
are seriously in arrears with your rent on the day on which the court hears the possession claim.

Restrictions on making a possession claim under term 53 (serious rent arrears) (F+)
54
Before making a possession claim on the ground in term 53, the landlord must give you a possession notice specifying that ground.
The landlord may not make the claim:
before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
after the end of the period of six months starting with that day.

Court's Order for possession

Effect of order for possession (F+)
55
If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:
if you give up possession of the dwelling on or before that date, on that date,
if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

Paragraph 55.3 applies if:
it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

This contract ends immediately before the occupation date of the new contract.

Variation

Variation (F – except 55.1.1 which is F+)

56
56.1

This contract may not be varied except:

by agreement between you and the landlord, or
by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

56.2 A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 57.
Limitation on variation (F)
57
The fundamental terms of this contract set out in paragraph 57.2, may not be varied

(except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).
The fundamental terms to which paragraph 57.1 applies are:
term 6 (requirement to use deposit scheme),
term 7 (anti-social behaviour and other prohibited conduct),
term 36 (joint contract-holder ceasing to be a party to the occupation contract),
term 37 (permissible termination),
term 39 (death of sole contract-holder),
term 46 (possession claims),
term 56.1.1 and 56.2,
this term, and
term 63 (false statement inducing - landlord to make contract to be treated as breach of conduct).

A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect:
unless as a result of the variation:

the fundamental provision which the term incorporates is incorporated without modification, or

the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
if the variation (regardless of whether it is within paragraph 57.3.1) would render the fundamental term incompatible with a fundamental term set out in paragraph 57.2.

A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
Paragraph 57.4 does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information

Written statements (F+)
58
The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.
If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with—
the day on which the identity of the contract-holder changes, or
if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

The landlord may not charge a fee for providing a written statement under paragraph 58.1 or 58.2.
You may request a further written statement of this contract at any time.
The landlord may charge a reasonable fee for providing a further written statement.
The landlord must give you the further written statement before the end of the period of 14 days starting with:
the day of the request, or
if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)
59
If this contract is varied the landlord must, before the end of the relevant period, give you:
a written statement of the term or terms varied, or
a written statement of this contract as varied.

The relevant period is the period of 14 days starting with the day on which this contract is varied.
The landlord may not charge a fee for providing a written statement under paragraph 59.1.
Provision of information by landlord about the landlord (F+)
60
The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.
If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 60 (F+)
61
If the landlord fails to comply with an obligation under term 60, the landlord is liable to pay you compensation under section 87 of the Act.
The compensation is payable in respect of the relevant date and every day after the relevant date until:
the day on which the landlord gives the notice in question, or
if earlier, the last day of the period of two months starting with the relevant date.

Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph 61.2.2 of this term.
The interest starts to run on the day referred to in paragraph 61.2.2 at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
The relevant date is the first day of the period before the end of which the landlord was required to give the notice.
Inventory (S)
62
The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 58.
The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.
If you disagree with the information within the inventory, you may provide comments to the landlord.
Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.
Where comments are received by the landlord within 14 days, the landlord must either:
amend the inventory in accordance with those comments and send the amended inventory to you, or
inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

Other matters

False statement inducing landlord to make contract to be treated as breach of conduct (F)
63
If the landlord is induced to make this contract by means of a relevant false statement:
you are to be treated as being in breach of this contract, and
the landlord may accordingly make a possession claim on the ground in term 49 (breach of contract).

A relevant false statement is one which if it is made knowingly or recklessly by:
you, or
another person acting at your instigation.

Forms of notices etc. (F+)
64
Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.
Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.
Passing notices etc. to the landlord (S)
You must:
keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.
Recharges (A)
You must pay to the landlord:
Any costs which it reasonably incurs as a result of any breach of this contract by you or your visitors.
Any reasonable costs it incurs in replacing any damaged or lost key, fob or other access device as well as any other reasonably incurred costs arising from their loss.
Environmental Impacts (A)
You are encouraged to work with the landlord to help reduce environmental impacts of the Property including activity such as:
Taking reasonable steps to reduce the wastage of energy and water, such as switching off lights in vacant areas, only heating spaces to a reasonable temperature, and closing windows when heating is operating.
Cooperating with the landlord where work is proposed to improve energy, water or carbon performance such as upgrades to lighting or heating systems.
Managing waste responsibly including recycling waste in line with arrangements on

site.
Reporting issues or problems that could result in the wastage of energy or water, such as dripping taps or showers, leaking toilet cisterns, or problems with heating controls, to the landlord for repair.
Getting involved with activities, programmes or initiatives that the landlord may run to help reduce environmental impacts.

You are encouraged to consider the environmental and social impact of your behaviour and to make responsible living choices, such as:
Reducing the consumption of items and reusing where possible.
Purchasing environmentally friendly products (such as cleaning material and toiletries).
Reducing food waste.
Donating unwanted items to charity, and recycling items at end of life.
Consider the most sustainable transport options such as public transport or bike instead of driving.

Additional terms – Miscellaneous (A)

If the Landlord reasonably believes that you have breached this contract, it reserves the right to (and you expressly consent that we may) inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.
In order to administer your contract, we need to use your personal information and personal information relating to your Guarantor. To find out more about how we use and share your personal information please see our Privacy Policy, as published at https://www.nowstudents.co.uk/privacy-policy or you can make a written request for a hard copy from our notice address. The Privacy Policy also provides information about your rights in relation to your personal information and how you can exercise them.
This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims) shall be governed by and construed with the law of England and Wales as it applies in Wales.

Part 4

Terms which apply to any periodic standard contract which may arise under section 184(2) of the Act after the end of the fixed term (the Potential Contract)

Preliminary Matters

Occupation date and Rent (A)
72
The terms set out in Part 4 will only apply if you remain in occupation of the dwelling
after the end of the fixed term set out in the Booking Details.
The occupation date for the Potential Contract will be the date immediately after the end of the fixed term.
The rent shall be the monthly rent figure set out in the Special Conditions.

The rent is payable in advance. The first payment is due on the occupation date as per 72.2 above and is for the proportion of the monthly rent calculated on a daily basis for the period from and including that occupation date to and including the last day of the month in which that date falls and further payments are due monthly in advance on the first day of each calendar month.
If payment of the rent due from you under this contract is late by more than 14 days, you will pay interest at the rate of 3% per annum above the Bank of England base rate on the outstanding amount from the date payment was due until the payment is made in full. Interest will be calculated on a daily basis.
Anybody who makes payments on your behalf towards rent or other amounts due from you under this contract does so as your agent. In such circumstances you will remain liable for the payment of all sums under this contract and all our rights and remedies against you remain fully preserved. Where applicable, funds will only be returned to you (not anyone else) following the end of the contract, except for any deposit (if a deposit has been paid and is detailed in the Booking Details) which will be refunded to the person who originally paid it (unless this is no longer possible and in which case payment will be made to you).
Terms of Fixed Contract which will apply to the Potential Contract (A)
73
Subject to paragraph 73.2 below, the terms of the Fixed Term Standard Contract will
apply to the Potential Contract.
The terms of the Fixed Term Standard Contract which will not apply to the Potential Contract are:
Additional Term numbered 2.
Fundamental Terms numbered:

37; (Permissible termination)

46 & 47; (Possession Claims)

56 & 57, (Variation) and

59 (Written Statement of Variation).

Additional Terms which will apply to the Potential Contract

Variation of rent (F+)

74
The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice.
The period between the day on which the notice is given to you and the specified date may not be less than two months.
Subject to that —

the first notice may specify any date, and

Subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

Variation of other consideration (F+)
75
Where consideration other than rent is payable under this contract, the amount of consideration may be varied —

by agreement between the landlord and you, or

by the landlord in accordance with paragraphs 75.2 to 75.4.
The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.
The period between the day on which the notice is given to you and the specified date may not be less than two months.
Subject to that —

the first notice may specify any date, and

subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
Withdrawal of a joint contract-holder (F+)
76
If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a "withdrawal notice") to the landlord.
The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date ").
You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
You will cease to be a party to this contract on the withdrawal date.
A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 92 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
Paragraph 76.3 does not apply to a notice which is treated as a withdrawal notice because of paragraph 76.6.
Withdrawal of a joint contract-holder – notice required (S)
77
The minimum time period between the date on which a notice under term 84 is given to the

landlord, and the date specified in the notice, is one month. Variation (F – except 78.1(a) which is F+)
78
This contract may not be varied except —

in accordance with term 74 (variation of rent), 75 (variation of other consideration), and 79 (variation of terms other than rent), or

by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 80.
Variation of terms other than rent (F+)
79 The fundamental terms, supplementary terms and additional terms of this contract may be varied by agreement between the landlord and you (subject to term 80).
Limitation on Variation (F)
80
A fundamental term of this contract set out in paragraph 80.2 of this term may not be

varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).
The fundamental terms to which paragraph 88.1 applies are:
term 6 (requirement to use deposit scheme),
term 7 (anti-social behaviour and other prohibited conduct),
term 36 (joint contract-holder ceasing to be a party to the occupation contract),
term 82 (permissible termination),
term 40 (death of sole contract-holder),
term 82 (possession claims),
terms 98 – 106 (further restrictions on giving landlord's notice under term 87)
term 78.1(b) and 78.2,
this term, and
term 63 (false statement inducing - landlord to make contract to be treated as breach of conduct).

Additional Termination Terms which apply to the Potential Contract only

(The parties' termination rights in terms 38 to 40, 44, 45, 48 to 54 and term 63 will apply to the Potential Contract)

Permissible Termination etc. (F)

81
This contract may be ended only in accordance with —

the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act, or other terms included in this contract in accordance with Part 9 these are terms 38 to 40, 44, 45, 48 to 54, term 63 and terms 83 -106, or

any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
Nothing in this term affects —

any right of the landlord or contract-holder to rescind this contract, or

the operation of the law of frustration.
Possession claims (F)
82
The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 5 of Part 9 of the Act which are set out in terms 44 to 54, term 63 and terms 83 -99.
Possession notices (F+)
83
81.1 This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim —

term 49 (in relation to a breach of contract by a contract-holder);

term 52 (in relation to estate management grounds);

term 89 (in relation to a contract-holder's notice);

term 54 (in relation to serious rent arrears).

84
The notice must (in addition to specifying the ground on which the claim will be made) —

state the landlord's intention to make a possession claim,

give particulars of the ground for seeking possession, and

state the date after which the landlord is able to make a possession claim.
Contract-holder's notice (F+)
85
You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.
Contract-holder's notice: minimum notice period (F+)
86
The date specified in a notice under term 85 may not be less than four weeks after the day on which the notice is given to the landlord.
Termination of contract on contract-holder's notice (F+)

87
If you give up possession of the dwelling on or before the date specified in a notice under term 85, this contract ends on the date specified in the notice.
If you give up possession of the dwelling after that date but in connection with the notice, this contract ends —

on the day on which you give up possession of the dwelling, or

if an order for possession is made, on the date determined in accordance with term 54.
The notice ceases to have effect if, before this contract ends —

you withdraw the notice by further notice to the landlord, and

the landlord does not object to the withdrawal in writing before the end of a reasonable period.
Recovery of possession on the ground of a notice given under term 84 (contract-holder's notice) (F+)
88
If you fail to give up possession of the dwelling on the date specified in a notice under term 85, the landlord may on that ground make a possession claim.
Section 212 of the Act provides that if the court is satisfied that the ground is madeout, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights).
Restrictions on making a possession claim under term 85(F+)
89
Before making a possession claim on the ground in term 85 the landlord must give you a possession notice specifying that ground.
The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.
But the landlord may not make the possession claim after the end of the period of six months starting with that day.
The landlord may not give you a possession notice specifying the ground in term 83 after the end of the period of two months starting with the date specified in the notice under term 84 as the date on which you would give up possession of the dwelling.

Termination by the landlord: landlord's notice

Landlord's Notice (F+)
The landlord may end this contract by giving you notice that you must give up possession of the dwelling on a date specified in the notice.
Minimum Notice period (F+)
The date specified in any notice given under term 90 may not be less than six months after the day on which the notice is given to you.
Restrictions on giving further notices under term 90 (landlord's notice) (F+)

92
Paragraphs 92.2 and 92.3 apply where:
a landlord has given you a notice under term 89 ("the first notice"), and

the landlord has subsequently withdrawn the notice (see term 101.3)
The landlord may not give another notice under term 90 to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with paragraph 92.3.
The landlord may give one more notice under term 90 to you during the period of 28 days starting with the day on which the first notice was given.
Paragraph 92.5 applies where:
a landlord has given a contract-holder a notice under term 89, and

the period for making a possession claim on the ground in term 92 has ended without the landlord having made a claim.

The landlord may not give another notice under term 90 to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term 92.2).
Recovery of possession following a notice given under them 90(F+)
93
If the landlord gives you a notice under term 90, the landlord may on that ground make a possession claim.
Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on your Convention rights).
Restriction on making a possession claim under term 93(F+)
94
The landlord may not make a possession claim on the ground in term 93:

before the date specified in the notice given by the landlord to you under term 90, or

after the end of the period of two months starting with that date.
Termination of contract following a notice given under term 90 (F+)
95
If you give up possession of the dwelling on or before the date specified in a notice under term 90, this contract ends on the date specified in the notice.
If you give up possession of the dwelling after that date but in connection with the notice, this contract ends:

on the day on which you give up possession of the dwelling, or

if an order for possession is made, on the date determined in accordance with term 55.

The notice ceases to have effect if:

before the contract ends, and during the period of 28 days starting with the date on which the notice was given, the landlord withdraws the notice by giving further notice to you, or

before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given:
the landlord withdraws the notice by giving further notice to you, and

you do not object to the withdrawal in writing before the end of a reasonable period.

Termination by the landlord: restriction on giving a landlord's notice

Restrictions on giving notice under term 90: notice may not be given until after the first six months of occupation (F+)

96
The landlord may not give notice under term 90 before the end of the period of six months starting with the occupation date of this contract.
If this contract is a substitute occupation contract*, the landlord may not give such notice under term 97 before the end of the period of six months starting with the occupation date of the original contract.
For the purposes of paragraph 96.2:

an occupation contract is a substitute occupation contract if:
the occupation date of this contract falls immediately after the end of a preceding occupation contract,

immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and

this contract relates to the same (or substantially the same) dwelling as the preceding contract, and
"original contract" means:
where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;

where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
Restriction on giving notice under term 90 following retaliatory possession claim (F+)
97
Paragraph 97.2 applies where:

the landlord (having given you a notice under term 95) has made a possession claim on the ground in term 93, and

the court has refused to make an order for possession because it considered the

claim to be a retaliatory claim (see section 217 of the Act).
The landlord may not give another notice under term 90 to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.
Further restrictions on giving notice under term 90- failure to provide written statement (F)**
98
98.1 The landlord may not give notice under term 90 at a time when:

(a) you have not been given a written statement of the contract under term 58.1 (requirement to provide written statement at the start of a contract), or

the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under term 58.2.
Restriction on giving notice under term 90 – late provision of written statement (F)
If the landlord has failed to comply with terms 58.1 and 58.2 (the duty to provide written statement of contract), the landlord may not give notice under term 90 during the period of six months starting with the day on which

the landlord gave a written statement of this contract to you.
Restriction on giving notice under term 90 – failure to provide information about landlord (F)
The landlord may not give notice under term 90 at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under term 59 (duty to provide information about landlord).
Restriction on giving notice under term 90 – failure to provide a valid energy performance certificate (F)
101
The landlord may not give notice under term 90 at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.
For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).
In this term:
"the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012;

"valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations.
Restriction on giving notice under term 90 – breach of security and deposit requirements (F)
102
The landlord may not give notice under term 90 at a time when security required by the landlord in connection with the contract in a form not permitted by term 5 has not been returned to the person by whom it was given.
The landlord may not give a notice under term 90 at a time when any of paragraphs to 102.5 apply unless:

a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or

an application to the county court has been made under paragraph 2 of Schedule 5 to the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.
This paragraph applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.
This paragraph applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by term 6.2.2.
This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.
Restriction on giving notice under term 90 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)
103
The landlord may not give a notice under term 90 at a time when:

a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and

that prohibited payment has not been repaid
The landlord may not give a notice at a time when:

a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and

the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following:

a payment of rent under this contract;

a payment required as security in respect of this contract.
Restriction on giving notice under term 90 – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)
104
The landlord may not give notice under term 90 at a time when:

the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and

as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.
Restriction on giving notice under term 90 – failure to supply electrical condition report etc. (F)

105
The landlord may not give notice under term 90 at a time when:

the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the contract-holder such a report or written confirmation of certain other electrical work), and

as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.
Restriction on giving notice under term 90 – failure to provide gas safety report to contract-holder (F)
106
The landlord may not give notice under term 90 at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).
For the purposes of paragraph 106.1, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when:

the landlord has ensured that you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and

that record is valid.
For the purposes of paragraph 106.2, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.
In this term:

"check for safety" ("gwiriad diogelwch") means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;

"gas safety record" ("cofnod diogelwch nwy") means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;

"Gas Safety Regulations" ("y Rheoliadau Diogelwch Nwy") means the Gas Safety (Installation and Use) Regulations 1998

Written Statement of Variation (F+)
If this contract is varied the landlord must, before the end of the relevant period, give you —

a written statement of the term or terms varied, or
a written statement of the occupation contract as varied,
unless the landlord has given notice of the variation in accordance with term 74 (variation of rent), or term 75.2 to 75.4 (variation of other consideration).

The relevant period is the period of 14 days starting with the day on which this contract is varied.
The landlord may not charge a fee for providing a written statement under paragraph 107.1 of this term.
* Guidance Note: The Potential Contract will be a substitute contract under term 38.

** Guidance Note: As the terms of the Potential Contract are set out in the Fixed Term Standard Contract, the landlord is not required to serve a further written statement of contract as provided by Section 185 (2) of the Act.

Annex

See term 51

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

The landlord intends, within a reasonable time of obtaining possession of the dwelling—

to demolish or reconstruct the building or part of the building comprising the dwelling, or

to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes) 2
This ground arises if the dwelling satisfies the first condition or the second condition.

The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities) 3

The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

In this paragraph, "charity" has the same meaning as in the Charities Act 2011 (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and:

there is no longer such a person living in the dwelling, and

the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house) 5
The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and:

either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and:

a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,

there is no longer a person with those special needs living in the dwelling, and

the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders) 8
This ground arises if the first condition and the second condition are met.

The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with:

section 111, 130 or 138 (withdrawal) of the Act, or

section 225, 227 or 230 (exclusion) of the Act.

The second condition is that:

the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or

where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing

accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons) 9
This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

An estate management reason may, in particular, relate to:

all or part of the dwelling, or

any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

Guarantor contract

Mr Example Guarantor of 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom F1
The Landlord has entered into this Standard Occupation Contract at the request of the Guarantor. The following obligations shall be referred to as ‘the Guarantee’.

F2
The Guarantor agrees with the Landlord that if, at any time during the standard occupation period, the Tenant defaults in paying the Rent or other sums due under this Standard Occupation Contract, or is in breach of any covenant or obligation in this Standard Occupation Contract, then the Guarantor will

pay any Rent and other sums due under this Standard Occupation Contract within 10 Working Days of receipt of a written demand; and

remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses arising as a result of the Tenant's breach.

F3
The Guarantor's liability under the Guarantee will not be reduced or released by any delay or concession by the Landlord in enforcing the Tenant's covenants and obligations.

F4
The Guarantee shall continue throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the term specified in the Standard Occupation Contract.

F5
Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.

Signature

(Not signed)
Mr Example Guarantor
Mount park avenue, Worcester, WR2 6NJ United Kingdom