

# Student Letting Agreement

All payments to be in accordance with the payment schedule.

**Please note:** for health and safety reasons Cosmopolitan Offices no longer accept rent payments in cash. Payments should be made by debit/credit card, cheque or bankers draft.

If the rent is not paid on the specified dates a fee of £40.00 (Forty Pounds) will be payable in addition to the Rent and Deposit.

If a cheque in respect of a payment should be “referred to drawer” the Student will also be required to pay any bank charge payable by CSH to the bank.

**5.2** The Deposit is payable by the Student on the commencement of this Agreement which CSH may use towards the satisfaction of: -

**(a)** any costs or losses suffered by CSH arising from any breach or default by the Student in the performance of his responsibilities under this Agreement; **or**

**(b)** any costs or losses suffered by CSH as a result of any damage caused to the Room, the Building or communal areas by a group of students including the Student or their visitors.

The Deposit or any part thereof not used by CSH pursuant to the above will be refunded within 30 working days from the end of this Agreement. No interest is payable to the Student on the Deposit.

In the event a Student remains in the Room having ceased to attend a designated course at an educational establishment, the Student agrees to pay in addition to the Rent and Deposit whatever Council Tax may become due in respect of the Room or Building which the Student continues to occupy.

## **6. TYPE OF TENANCY**

The Room is let to the Student in consequence of the Student attending a designated course at an educational establishment. CSH is a Registered Charity and this Agreement is in the form of an Assured Shorthold Tenancy.

## **7 USE OF ROOM**

**7.1** The Student agrees to move into the Room at the start of the Period to occupy it as a private single dwelling (for one person only) and his only or main residence during term-time for the educational institution he is attending and not to use it for any illegal purpose or to operate any business in the Room. The Student agrees not to assign, sublet or part with possession or allow lodgers in the Room except with the consent of CSH.

**7.2** CSH agrees with the Student that the Student has the right to possess and enjoy the Room during the tenancy and that CSH will not interfere or interrupt the Student's right to peacefully occupy the Room except where:

**(a)** access is required to inspect the condition of the Room or to carry out repairs or other works to the Room or the Building in accordance with clause 9 ; **or**

**(b)** the Agreement has been terminated.

## **8 STUDENT RESPONSIBILITIES**

The Student agrees with CSH to comply with the Student Responsibilities attached to this Agreement. CSH reserves the right at its discretion to notify the Guarantor of any breach by the Student of the Student Responsibilities.

## **9 CSH RESPONSIBILITIES**

CSH agrees with the Student to comply with the CSH Responsibilities attached to this Agreement.

## **10 GUARANTOR'S RESPONSIBILITIES**

The Guarantor agrees with and guarantees to CSH to comply with the Guarantor's responsibilities attached to this Agreement.

## **11 CHANGES IN THE AGREEMENT**

With the exception of any changes in Rent, or in or as a result of Government Legislation, this Agreement may only be altered by the consent in writing of both the Student and CSH.

## **12 RELOCATION**

Subject to the Student's agreement CSH may, after giving four weeks notice, relocate the Student to another similar room as CSH may decide.

CSH reserves the right to relocate the Student at its discretion without agreement if such relocation is necessary for the safety of the Student or for their own protection or as a result of the Student ceasing to be a student or during the course of an investigation by CSH relating to an alleged breach of this Agreement by the Student.

The terms of this Agreement will apply to the alternative room.

## **13 TERMINATION BY THE STUDENT**

If there is a significant breach of this Agreement by CSH the Student may terminate this Agreement on giving four weeks written notice.

In exceptional circumstances CSH may at its discretion allow the Student to terminate the Agreement. All requests must be made in writing.

(The Student ceasing to attend a designated course at an educational establishment is not in itself grounds for termination of this Agreement).

## **14 TERMINATION BY CSH**

CSH may terminate this Agreement by 4 weeks written notice and re-enter the Room if the Student

**(a)** commits a criminal offence, **or**

**(b)** breaches clauses 1.8, 1.9, 1.10 or 1.11 of the Student Responsibilities, **or**

**(c)** fails to pay rent within 28 days of receiving a demand, **or**

**(d)** ceases to attend a designated course at an educational establishment.

## **15 SERVICE OF NOTICES**

Any notice required under this Agreement shall be in writing and may be served on CSH by leaving it at any CSH Student Accommodation office, on the Guarantor by sending to the Guarantor's last known address and on the Student either personally or by sending it to the Student's last known abode.

## **16 INTERPRETATION**

Words importing the masculine gender include the feminine gender and neuter meaning and visa versa.

## 17 STUDENT HANDBOOK

I/We confirm that all information given to CSH when applying for the Room is true, and we have read and understood both the Agreement and the CSH's Student Handbook (available on CSH's website, or hard copy available on request).

**SIGNED for and on behalf of COSMOPOLITAN STUDENT HOMES:**

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**SIGNED by the Student:**

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**SIGNED by the Guarantor:**

.....

(or see attached Guarantor Document)

**State Guarantor's Relationship to Student:**

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**Guarantor to print name, address and telephone number below:**

**Name** .....

**Address** .....

.....

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..... **Postcode** .....

**Telephone** .....

## COMPLAINTS

If the Student feels that CSH has not performed any responsibility contained in this Agreement the Student may complain in writing to: - Cosmopolitan Student Homes, Cosmopolitan House, 2 Marybone, Liverpool L3 2BY.

# RESPONSIBILITIES OF THE PARTIES

## 1 STUDENT RESPONSIBILITIES

The Student agrees with CSH

- 1.1 To accept the Room, the communal areas and the Building as being in good and tenable repair and condition and fit for the purposes for which they are let and/or intended to be used unless the Student informs CSH in writing of any defects in the condition and repair within 48 hours of the commencement of this Agreement.
- 1.2 The Student shall accept that all the Contents are present in the Room unless the Student informs CSH in writing that items are missing from the inventory within 48 hours of the commencement of this Agreement
- 1.3 To keep the interior of the Room and the Contents in good repair and condition and not to cause any damage to the Room, the Building, communal areas or the Contents. The Student will be responsible for the cost incurred by CSH in replacement or making good damage to the Room and Contents (fair wear and tear excepted). If either the Student or his visitors cause damage to the Building or communal areas deliberately or through neglect then the Student will be responsible for the cost incurred by CSH in replacement or making good the damage. Where the person who causes damage is not known the cost of repairing or making good any damage to the Building or communal areas shall be apportioned between all occupiers.
- 1.4 To allow on the giving of 24 hours notice by CSH, access to the Room to CSH at any time for the purposes of inspection of the Room or the Contents and the carrying out of repairs maintenance and cleaning of the Room or the Building and in emergency situations to give immediate access to the same
- 1.5 To tell CSH promptly of any repairs required to the Contents, Room, Building or communal areas.
- 1.6 Not to litter, store anything in nor obstruct the hall, staircase, gardens or communal areas.
- 1.7 Not to alter or add to the Room.
- 1.8 Not to do or allow visitors to do anything which would constitute harassment or a threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability or which may interfere with the peace and comfort of, or cause offence. Not to display any poster or message of an offensive or abusive nature.
- 1.9 Not to use or allow the Room to be used for any illegal or immoral purposes or to produce, use, possess sell or attempt to sell any illegal drugs in the Room or the Building.
- 1.10 To have due regard and consideration for other residents of the Building. Not to do or allow anyone else to do anything in the Room or the Building which may be a nuisance or annoyance or create any discomfort to CSH or to other students. Not to make nor allow anyone else to make any excessive noise at any time and not to play or allow to be played any machine or musical instrument to be heard outside the Room between 2300 hours and 0800 hours.

- 1.11 Not to assault or allow visitors to cause any physical or verbal assault or threaten violence and not to act or allow visitors to act in any way that is likely to lead to a breach of the peace.
- 1.12 To be responsible for any losses, damage and injury sustained as a result of malfunction of any electrical appliances brought into the Room by the Student or his visitors.
- 1.13 To notify CSH if the student is or expects to be absent from the Room for 28 days or more. Failure to provide such notice could result in possession proceedings being instigated on the grounds that the Room has been abandoned or is no longer the Student's principal home.
- 1.14 To give CSH vacant possession (including the removal of personal belongings and rubbish) and return the keys for the Room at the expiry or termination of the Agreement. CSH accept no responsibility for any personal belongings left in the Room by the Student and will charge for any removal of rubbish.
- 1.15 To leave the Room and Contents at the expiry or termination of this Agreement in a good clean and tidy condition (fair wear and tear excepted) and not to remove any of the Contents from the Room.
- 1.16 To comply with the current Rules in force for Students, which are contained in the Student Handbook (available on CSH's website, or hard copy available on request).

## 2 CSH'S RESPONSIBILITIES

CSH agrees with the Student: -

- 2.1 Not to interrupt or interfere with the Student's right to peacefully occupy the Room so long as the Student complies with the terms of this Agreement except where access is required to inspect the condition of the Room or to carry out repairs or other works to the Room or the Building or the Agreement has been terminated.

This clause does not prevent CSH from taking lawful steps to enforce its rights against the Student if the Student breaches any of the terms of this Agreement.

- 2.2 To keep in good repair the structure and exterior of the Building.
- 2.3 To keep in good repair and proper working order the installations provided by CSH for space heating, water heating and sanitation and for the supply of water, gas and electricity.
- 2.4 To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes, including their electrical lighting, in reasonable repair and fit for use by the Student and other occupiers and lawful visitors to the Room or the Building.
- 2.5 CSH is not required to:
  - (a) carry out any repair to the Room resulting from damage by the Student; **or**
  - (b) rebuild or reinstate the Room, the Building in the case of destruction or damage by fire or by tempest, flood or other accident or to keep in repair or maintain anything brought into the Room by the Student.

- 2.6 To provide to the Student (if requested) CSH's policies and procedures including its Complaints Procedure and its repairing obligations.
- 2.7 To allow the Student access to information relating to the Student held on CSH's computer system and any information provided as part of the Student's housing application (copy of Access to Information Policy available on request).

### **3 GUARANTOR'S RESPONSIBILITIES**

The Guarantor agrees;

- 3.1 to use its best endeavours to ensure that the Student will during the Period comply with all the obligations of this Agreement and agrees co-operate with CSH in dealing with any breaches by the Student.
- 3.2 to pay and make good to CSH on demand all losses, damages, costs and expenses sustained by CSH as a result of any default or breach of this Agreement by the Student.

