



Email: <City>Questions@cosmostudents.com
Telephone: 0870 600 4777

Agreement to create an Assured Shorthold Tenancy

Dated: <>

Landlord: Cosmopolitan Student Homes Ltd

Property:

<SD:Site1>
<SD:Site2>
<SD:Site3>
United Kingdom
<SD:Site4>

Room: <>, <>

Tenant: <>

This document sets out the terms and conditions which will apply to your tenancy agreement with us. This will be an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended.

By following the online acceptance procedure described on our web-site, you agree that the terms and conditions set out below will apply to your tenancy.

You should not confirm your agreement to these terms and conditions unless you are sure you understand them. Read them carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document. You should print out a copy and keep it safe.

If anything goes wrong with your tenancy you will need to refer to it.

Landlords Contact Details

<>

<>

Telephone: 0870 600 4777

<SD:City>-Questions@cosmostudents.com

Special notes

We are a limited company specialising in providing accommodation for students studying at specific educational establishments. You are a student attending a course of study at one of these establishments. Our accommodation is intended only for students, and is not available to rent by anyone who is not a student.

The distance selling regulations and your rights to cancel this agreement

Your accommodation has been selected by you via the internet, and therefore the distance selling regulations will apply to this agreement. The following cancellation rights will apply:

Seven days after confirmation of this agreement

The Distance Selling Regulations entitle you to cancel this agreement without penalty during seven working days starting from the date after you confirm this agreement (**the statutory cancellation period**).

The statutory cancellation period will apply from whenever you confirm this agreement. However you will not be able to cancel on this basis after you have moved into the property, so if you confirm this agreement during the last seven days before you move in, your cancellation period will be shorter.

If you wish to cancel this agreement after the statutory cancellation period, the following additional rights will apply:

Up to and including 30 days before the start of your tenancy

You can cancel at any time during this period, but there will be an administration charge of £50. This will be deducted from the deposit paid by you and the balance of the deposit will be returned to you.

During the last 30 days before the start of your tenancy – you will only be able to cancel this agreement if a suitable replacement tenant is found to take your place. Either you can find a suitable replacement tenant yourself, or we can find one for you. However if it is left to us, we will only do this after all our other rooms have been let. In either case there will be an administration charge of £50. Again, this will be deducted from the deposit paid by you and the balance of the deposit will be returned to you. **Note that if no replacement tenant is found, you will be responsible for payment of the rent in full, even if you do not move in to the property.**

If you wish to cancel this agreement you must inform us immediately, in writing, at the address provided above in the Landlords Contact Details.

After the start of your tenancy

For cancellation of this agreement after your tenancy has started see clause 9.2 in the terms and conditions below.

Guarantors

It is a condition of your tenancy that you are able to provide at least one UK based guarantor who is approved by us. **If a signed deed of guarantee is not received by us by the start of your tenancy, then you will be**

required to pay all the rent in advance, before being permitted to move into the property.

You agree that we have the right to contact the guarantor not only if you are in arrears of rent, but also if you are not performing your obligations under this agreement. We also reserve the right to contact the guarantor or your next of kin if we have concerns for your well-being.

Main details and definitions

The Property

Room < >,< > at < >,< >

Your tenancy is for a room in a shared flat. You will have exclusive use of your room, and shared use of the rest of the flat.

Please note the following:

The Property – this is the flat which you will share with other students. We may also refer to it as **your flat**.

The room – this is your individual bedroom.

The community shared areas – these are the communal areas in the building, controlled by us, which you share with the residents of other flats

The landlord

Cosmopolitan Student Homes Ltd whose registered office is situate at:-

Cosmopolitan House
2 Marybone
Liverpool
L32BY

Referred to as **we** or **us** in this agreement.

Note: if the owner of the Property changes, for example if the Property is sold, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

The tenant

Name: < >

Of < >

Referred to as **you** or **your** in this agreement.

The fixed term

starting on < >

and ending at 11.00 am on < >

We will expect you to vacate the property by this date and time. Please can you contact Cosmopolitan Student Homes or the site based accommodation team, not later than four weeks before the end of this agreement if you would like to book a further short term.

Note that the fixed term cannot be ended by you other than as set out in clause 9 below.

The rent

£< > per week.

You have agreed to rent your room for a total period of < > weeks making a total rent due of £< >. You have agreed to pay this as follows:

[details of payment schedule]

Payment should be made by credit/debit card, internet transfer or by cheque.

Note that if **no guarantee is provided**, all of the rent will need to be paid in advance and the payment schedule above will no longer apply.

The deposit

£250.00

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

A deposit is payable at the time you confirm your agreement with us.

This will be treated as a holding deposit until your tenancy starts on []. We will then register the deposit with The Dispute Service (one of the three government authorized tenancy deposit protection schemes), as required by the Tenancy Deposit Scheme rules.

For more information on the deposit see section 2 below. For more information on The Dispute Service see their web-site at www.thedisputeservice.co.uk.

Some more definitions

The inventory

This is a list of all the contents of your flat and your room. You will receive this with your welcome pack when you first arrive. You should check it carefully and return it to us within 48 hours if there is anything damaged or missing in your room or in the flat.

Fixtures and fittings

This means all of our appliances and furnishings in the Property, including everything on the inventory, and the installations for supplying or using gas, electricity and water, where applicable.

Shared areas

Those parts of the building which are shared by you with the other occupiers. This includes not only the shared areas of your flat, but also the community shared areas.

Fair wear and tear

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

Important note

When you are responsible for the actions of others

You are responsible for the behavior of everyone who stays with you or visits the Property as your guest. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include everyone who stays with your or visits you. It will also include anyone you allow into both your flat and the community shared areas, whether or not they are a friend of yours.

Terms and conditions

1. Payments, utilities and costs

1.1.

You must pay the rent as set out in the payment schedule above, which has been selected and agreed by you. Although we may sometimes send out reminder letters, note that your payment will be payable by you on the agreed dates, whether or not any request has been sent out by us.

1.2

You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

1.3

If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

1.4

You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a days rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do.

1.5

If you fail to pay your rent within 21 days of the due date, we will be instructing debt collectors. You will be responsible for their fees which will be limited to 15% of the over due rent.

1.6

Your rent includes payment of all utility bills. So far as Council Tax is concerned, we have accepted you as a tenant on the basis that you are a student, and are therefore not liable to pay Council tax. Your rent, and the rent of the other students sharing with you, has been calculated on this basis. If for any reason you cease to be a student while you are still living in the Property, you must let us know immediately. **If the property becomes subject to Council Tax because you are no longer a student, the whole of the Council tax charged in respect of the flat will be payable by you, not just a proportionate part.**

1.7

You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement.

2. The deposit

2.1

We will arrange for your deposit to be protected by The Dispute Service, an authorised Tenancy Deposit Scheme, as required by the Housing Act 2004. .

2.2

We will follow the rules of the Tenancy Deposit Scheme at all times.

2.3

You will get the deposit back when your tenancy ends and you move out of the Property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and any other money due to us under this agreement. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.

2.4

You will not be entitled to any interest payable on the deposit money.

3. The condition of the Property and disrepair

Our responsibilities:

3.1

We will make sure that the Property is in good condition at the time it is let to you, without any 'category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

3.2

Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.

3.3

In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:

3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)

3.3.2 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

3.3.3. the installations for space heating and heating water.

3.4

We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted

3.5

However, we will not be responsible for:

3.5.1 carrying out work that you are responsible for under your duty to use the Property in a 'tenant-like manner';

3.5.2 rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or

3.5.3 repairing or maintaining anything which belongs to you

3.6

We will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only so far as we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

Your responsibilities

3.7

You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).

3.8

You must keep your room, and our fixtures and fittings in your room, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.

3.9

You must keep the shared areas of your flat clean and fit for use by you and the other occupiers of the Property.

3.10. Although we will be responsible for maintaining and cleaning the community shared areas (i.e. the rest of the building outside your flat), you must use them responsibly, and not must do anything which will cause any damage to or will otherwise affect the condition of these areas, fair wear and tear excepted.

3.11

You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property, or to the community areas, or to any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.

3.12

You will be responsible for the repair of any damage to your room, or the shared areas in your flat, or to our fixtures and fittings in you flat, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If the identity of the person causing any damage is not known, the cost will be divided equally between you and the other people living in your flat.

4. Health and safety

(See also the section above on the condition of the Property and disrepair for our responsibilities)

4.1

You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches). Because of the fire risk, you must also not use any deep fat fryers or chip pans.

4.2

You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.

4.3

You must not smoke in the shared areas.

4.4. You must not tamper with any of the fire prevention and control equipment which we have installed in the building. If the fire alarm sounds, you must vacate the building immediately (and ensure that your visitors do also) by the nearest fire exit. Designated fire escapes must only be used in an emergency and must not be used at any other time.

4.4

Your must deal with your rubbish and other waste promptly and in accordance with the instructions provided to you by the site based accommodation team.

4.6

You must keep all shared areas, in particular passages and hallways, both in your flat and in the communal areas, free from obstruction.

In particular bicycles should only be kept in the designated bicycle storage areas provided, and not brought into the building (save with our permission which will only be given in exceptional circumstances).

4.7. You must not keep any drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs act 1971) in the room, flat or building

4.8. You must not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the room, flat or building.

5. Using the Property

Our responsibilities:

5.1

We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.

(Note - this type of clause is often called 'the covenant of quiet enjoyment').

Your responsibilities:

5.2

You must not allow anyone who is not named in this agreement to live in or share possession or occupation of your room with you. This does not apply to visitors but these should not normally stay at the Property for longer than two nights, without our written permission (which we will not refuse or delay without good reason).

5.3

You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.

5.4

You must not do anything on or at the Property that:

5.4.1 causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

5.4.2 is illegal or immoral

5.4.3 allows strangers unsupervised access to the shared areas

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

5.5

You must not leave the your room empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.

5.6

You must not keep any pet or any kind of animal at the Property unless you have our written permission. Note that for hygiene reasons, and due to the fact that pet dander (dead skin) can adversely affect allergy sufferers, permission to keep a pet will be given only in exceptional circumstances.

6. Insurance

Our responsibilities

6.1

We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

6.2. We will also arrange for basic insurance cover for your possessions at no extra charge. Insurance is provided by Cover4Students.Com up to a maximum value of £250 per item, apart from bicycles, mobile phones and portable computers which are not included in the basic insurance package. Optional extensions can be purchased online by following the links at www.cosmostudents.com.

Your responsibilities

6.3

You will be responsible for arranging and paying the premiums for any extended insurance cover as described above, or (if you prefer) with your own insurance company..

7. Landlords inspections and keys

7.1

You must allow our staff, or workmen, or anyone with our permission in writing, to enter your room at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs, and to carry out viewings of your room with prospective tenants, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).

7.2

We are however entitled to visit and inspect the shared areas (both in your flat and in the community areas) without giving you any prior notice, provided our visit is for a proper and lawful reason.

7.3

We are entitled to keep keys/swipe cards for all the doors to the Property (including your room), but we are not entitled to use them to enter your room without your permission (unless it is an emergency).

7.4

If you do not return the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted, new keys cut, and swipe cards replaced, or programmed.

8. Notices and documents

8.1

This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the following address:

Cosmopolitan House
2 Marybone
Liverpool
L32BY

8.2

You must tell us promptly about any notice or order received by you that affects the Property.

8.3

Any notices or other documents will be properly served on you during your tenancy if they are either left at the Property or sent to you at the Property by first-class post or recorded delivery. Notices will be treated as being served the day after they are left at the Property or posted to you.

9. Ending or transferring your tenancy

9.1

You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.

9.2

You cannot normally end this your tenancy before the end of the fixed term. However, if you can find another suitable tenant to replace you (**the new tenant**), and if we approve the new tenant (we will not refuse or delay our approval without good reason), we will allow you to end your tenancy at a time to be agreed between us, provided you have

9.2.1 paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy, and

9.2.2 paid our administration fee of £50, and

9.2.3 complied with our standard checkout procedure (this will involve an inspection of your room and the flat to see whether any deductions should be made from your tenancy deposit)

And provided the new tenant has

9.2.4 signed a tenancy agreement with us for a period which is equal to the rest of your fixed term, and

9.2.5 paid the tenancy deposit, and.

9.2.6. provided a guarantor who has been approved by us and we have received back our guarantor deed properly signed by the guarantor,

Your liability to us under this tenancy agreement will end once the new tenant has signed the tenancy agreement for your room, and we will at that stage return your tenancy deposit to you, less any authorised deductions.

However unless and until a new tenant signs a tenancy agreement for your room, you will remain responsible for the rent until the end of the fixed term set out in this agreement, even though you may no longer be living at the Property.

9.3

If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 3, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

9.4

If the Property is destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

10. Leaving the Property

10.1

If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property, before you leave. If you do not do this, you will be responsible for paying our reasonable costs and expenses that may result from this.

10.2

You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term. However, you will not be responsible for any damage caused by fair wear and tear.

10.2. All rubbish must be removed from the property and dealt with in accordance with the instructions provided to you for the disposal of rubbish, by the site based accommodation team

10.3

You must give us a forwarding address and telephone number before you leave the Property.

10.5

You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys and swipe cards for the Property (together with any identifying key fobs) to us by 11.00 am on the last day of the tenancy. If you need more time to move out, you should get our permission in writing, which we will not refuse without good reason.

10.6

If you leave any personal items in the Property (**the items**) at the end of your tenancy, the following will apply:

10.6.1. We will remove the items to a safe storage area.

10.6.2 We will send you a notice in writing asking you to remove the items.

10.6.3 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.

10.6.4 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.

10.6.4 You will be responsible for paying all reasonable costs for removing, storing and disposing of the items. Storage charged will normally be £10 per day, or as described in our recharge schedule, which will be provided with your welcome pack and which can be also obtained from the site administration office. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

Cosmopolitan Student Homes Limited

Company Registration Number: 5025230

Registered Charity Number: 1104833

Registered Office: Cosmopolitan House, 2 Marybone, Liverpool L3 2BY

Telephone: 0151 227 3716 Fax: 0151 227 4991

E-mail: Questions@cosmostudents.com Internet: <http://www.cosmostudents.com>

Cosmopolitan Student Homes Limited is a member of Cosmopolitan Housing Group