



Mears Group PLC (Mears Student Life) – STUDENT TENANCY AGREEMENT

This is a Student Tenancy Agreement within the meaning of paragraph 5 of schedule 1 to the Private Housing (Tenancies) Scotland Act 2016. The purpose of this agreement is to confer on a Tenant the right to occupy the property while the Tenant is a student. The Tenant in entering into this Agreement acknowledges that nothing contained within the Agreement is to be construed as conferring on the Tenant a Private Residential Tenancy.

Date	20/04/2020
Company	Mears Group PLC 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH
Location	Old Mill 21 Brown Street The Old Mill Dundee DD1 5EF

The Tenant:		The Guarantor * (If applicable):	
Title:		Title:	
First Name:		First Name:	
Middle name(s):		Middle name(s):	
Surname:		Surname:	
Sex:		Sex:	
Home Tel No:		Home Tel No:	
Mobile Tel No:		Mobile Tel No:	
E-mail:		E-mail:	
House - Flat No:		House - Flat No:	
Street Name:		Street Name:	
Town:		Town:	



County:		County:	
Country:		Country:	
Post Code:		Post Code:	
Date of Birth:		Date of Birth:	
University:		*Please note: A Guarantor will be required in circumstances where the Tenant wishes to pay the Rental in instalments. Documents required: Photo ID, Proof of address (Utility Bill) and bank statements for the last three months	
Course:			

Lease length: From and including START DATE to and including END DATE.

Continued:

First Payment Date			
Start Date		End Date	
Rent in full £*			
Energy Charge / Deposit £			

Instalments Amounts			
Single payment in advance £		(including % discount)	Due on 10 days prior to lease start date,
Or, instalment payment option (only available to Tenants with a valid Guarantor) in option of 4 instalments, (46 week tenancy) or (50 week tenancy) International students and UK students with no guarantors will pay in full prior to lease starting.			
Payment 1 £		Date due:	

Payment 2 £		Date due:	
Payment 3 £		Date due:	
Payment 4 £		Date due:	



Definitions

Landlord - Mears Group PLC

Accommodation - Residence/ Property and/or Room/ Flat offered to the Tenant

Tenant - Resident/ occupier responsible for the Lease

Guarantor - A person resident in the United Kingdom responsible for guarantee of any payments due in terms of the Lease

Student Tenancy Agreement - A Lease which is a binding common law Tenancy Agreement

Lease - Legally binding common law Tenancy agreement

Rental/ Rent- Cost of the Lease in British Pounds

Refundable Security Deposit/ Energy Charge - Security payment made at the time of reservation which turns into Deposit if you are a re-booker / Energy charge is a contribution to energy use of the building.

Instalment Payment - Payments via near equal instalments for the Length of Residence in the accommodation

Length of Lease/ Residence - Duration of occupation of the accommodation

The Website - <https://www.mearsstudentlife.co.uk/>

The Landlord's administration team - Mears Student Life administration office/ team

Lease Start Date - the day the lease starts, also the day when the tenant can check-in

Lease End Date- the day the lease may come to an end


First Payment Day - the first payment date takes place 10 calendar days prior to Lease Start Date

The Lease creates legally binding obligations between the Tenant and Mears Group PLC. If the Tenant breaches their obligations in this Lease Mears Group PLC has a range of remedies and may terminate the Lease. Before signing the lease, the student should read the lease and its terms and conditions and take any legal advice they may need to ensure that they understand the terms, conditions and obligations under these documents.

The Landlord is committed to abiding by the rules of the National Code of Standards for Larger Developments.

It is agreed as follows:






Subject to the terms of this Lease, the Landlord grants the Tenant a Lease to occupy the Accommodation for personal living for the Length of this Lease in common with the accommodation and all others authorised by the Landlord (so far as are not inconsistent with the rights given to the Tenant to use the accommodation for residential use), together with the right to use the Communal Areas for the purpose of access to and egress from the accommodation and as shall be designated by the Landlord.

This agreement is a Student Tenancy agreement and when accepted the Tenant will be agreeing to pay the relevant accommodation fees in full and to abide by the terms and conditions set out in this Lease the Length of the Lease (Length of Residence). The Tenant should, therefore, read the terms and conditions of this Lease carefully before signing.

1. The Tenant agrees that/to:

- a) Pay the Refundable Security Deposit (Re-bookers only) or Energy Charge at the time of reservation.
- b) Pay the Rent at the times and in the manner specified above;
- a) The allowance for payment by way of single, three, eight or ten instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount of all outstanding instalments immediately without further notice needing to be sent. If a payment of the full amount is not received as demanded, the Landlord would have the ability to terminate this agreement in accordance with the provisions of terms and conditions of the Lease Agreement as well as costs incurred to collect rent which are set by Unipol student accreditation. These fees are outlined as the following:
 - £30+VAT for rent owing later than 7 days
 - £15+VAT for each letter that is sent in respect to rent owed afterwards
- c) Should the Tenant anticipate having any problems with payment of the rent or any other sums under this lease, they must contact the Landlord as soon as possible to discuss their options;
- d) The Landlord has right to deduct money from the Deposit (Re-bookers only) against any breach by the tenancy of any of the terms of this Lease Agreement including any interest due to the Landlord. The Landlord is also authorised to apply to the relevant Tenancy Deposit Scheme to retain outstanding monies from Deposit for all rent owed and/or for compensation for damage caused to the Building. The Deposit shall not, at any time during the Term, entitle the tenant to set off part of full Deposit sum against any liabilities arising under the terms of this Agreement;
- e) The tenant is not to sublet the accommodation to any other person or company (or any part thereof), and to use the Property only for the purpose of a private residence for the occupation of the tenant them self;

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- f) The tenant is not to permit any other person to reside in or to occupy the Property without prior consent from the Landlord and without the presence of the tenant in the accommodation;
 - g) Not carry on, or permit to be carried upon the Property any business whatsoever;
 - h) Pay Council tax charges or utility charges which may become payable in respect of the Property occupation (including but not limited to television agreement fees, charges for the use of a telephone, if any, in the accommodation);
 - i) Agree to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the tenant or exhibited at the main office of the Building;
 - j) To issue any communication to the Landlord via email or in writing. The Landlord will communicate via email, online portal or via written post at all times during the tenancy;

2. Process for Completion of this Lease:

- a) In order to reserve accommodation, the Tenant must pay a Refundable Security Deposit (Re-bookers only) or with New bookings paying an Energy Charge to the Landlord in accordance with the instructions given online on the website or by a member of the Landlord's administration team by submitting a reservation form;
- b) If the Tenant wishes to pay the Rent by Instalment payments a Guarantor will be required. The Landlord will send an application form and a copy of this Lease to the Tenant with instructions to obtain a signature and relevant documents from the Tenant and nominated Guarantor;
- c) If the Tenant does not have a Guarantor, the Tenant must pay the entire Rental in full in accordance with the instructions given online and/ or confirmed by the Landlord;
- d) The Landlord will review the Reservation Form received from the prospective tenant and, if satisfied with all the information in the application, will send an offer of accommodation to the tenant via email or post;
- e) Upon receipt of an offer of accommodation (application form) from the Landlord, the Tenant and the Guarantor (if applicable) shall complete the application form, sign it and if Guarantor required, upload or enclose all necessary documents specified in the application form within given timescales. If the application is not being processed online, the Landlord will advise the Tenant on completion of the application offline;
- f) The Tenant and the Guarantor (if applicable) shall each physically sign this Lease;
- g) The Landlord shall, on receipt of the completed application and the required items listed in the application, confirm the Tenants successful application completion via email to the Tenant (at which point this Lease becomes legally binding with the Tenant, the Landlord and, the Guarantor and if applicable), provided that the application with all necessary items is received and completed prior to the First Payment Date as set out in the Lease; Please note that if you are bound by the Lease Agreement and do not move in, the Tenant and Guarantor are still bound by the terms and conditions unless the room is occupied during the Lease Agreement by another resident.



3. The Deposit (Re-bookers only) /Energy Charge

The Landlord shall be entitled to make deductions from the deposit (Re-bookers only) in relation to the following:-

- a) Any damage caused, to the property, fixtures and fittings or any furniture provided as part of the tenancy with the exception of fair wear and tear.
- b) Any costs incurred in replacing any items detailed on the ingoing inventory which have been lost or broken, or have disappeared during tenancy.
- c) Any interest incurred due to the tenant's late payments of rent or administrative or bank charges incurred by cheques not being met.
- d) Any unpaid bills including bills for utility services and local authority taxes.
- e) Any cleaning charges arising from the property not being properly maintained.
- f) Any amounts or rent, which shall remain unpaid, and charge for each additional day if they keys are not sent back.
- g) Any other costs arising from the tenant's failure to fulfil the conditions of this Lease Agreement.

At the start of the Lease, the Deposit will be transferred to a tenancy deposit scheme in Scotland within 30 working days of the start date of the tenancy and the Landlord will provide the tenant with the prescribed information in accordance with his duties under the Tenancy Deposit Scheme (Scotland) Regulations 2011 as amended.

The deposit will be held by the tenancy deposit scheme throughout the tenancy. No interest shall be paid on the deposit. If at the termination of the tenancy any sums are due to be paid from the deposit under clause 3 aforesaid the landlord shall apply to the tenancy deposit scheme as soon as reasonably practicable for return of the deposit either in whole or in part and notify the tenant. If the full amount of the deposit is due to the tenant, the tenant shall be responsible for applying to the tenancy deposit scheme for its release.

The energy charge of £199 is required by all new bookings that have not stayed at Old Mill (Dundee) the previous year. £99 is payable to hold a room and the final £100 is paid during the rent instalments you choose to pay. If you have previously re-booked your room and then claim your deposit back and then decide to stay again you will need to pay the £199 fee. Only deposits remaining in the DPS scheme will be not carry a charge.

4. Ending the Tenancy

This student tenancy agreement may be ended by:-

- a) By the landlord serving on the Tenant a Notice to Quit. The landlord may serve such notice either
 - (i) To terminate the tenancy at its end date;



(ii) To terminate the tenancy where the Rent or any part of it is unpaid for more than 14 days after it is due, whether formally demanded or not, or the Tenant has failed to maintain student status; or the Tenant has breached any of the Tenant's obligations under this Lease Agreement;



The Landlord may terminate the tenancy and recover possession of the property.

Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under the Lease Agreement.


b) By the Tenant giving the landlord one months' notice in writing to terminate the tenancy at its termination date.

4.1 Should the Tenant seek to cancel this Lease Agreement without giving the requisite notice before the end date, the said Tenant will be liable for any reasonable costs incurred by the landlord as a result of the Tenant's cancellation including **cancellation Fees and/or continuing liability for Rent** as follows, in accordance with the Landlord's cancellation and termination policy. Where the Tenant notifies the Landlord of cancellation after collecting the keys to the Accommodation:

4.1.1 The Tenant remains liable to comply with the tenancy obligations, including the obligation to pay Rent, for the period until a replacement tenant becomes liable to pay it (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if this Lease Agreement had not been cancelled);

4.1.2 The Landlord will attempt to re-let the accommodation but it will be the Tenant's responsibility to find a replacement, and this must be a full-time University or College student who is reasonably acceptable to the Landlord as a prospective tenant, the Landlord will decide promptly whether or not a prospective replacement would be an acceptable tenant; and who is not already renting accommodation from the Landlord;

4.1.3 The Landlord will be entitled to use the Deposit (Re-bookers only) towards payment of any Rent and Fees that the Tenant is liable to pay and any damage chargeable to the Tenant

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- 4.1.4 The Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability for rent or chargeable damage;
- 4.1.5 The provisions in this Tenancy Lease Agreement relating to cancellation and termination apply whether or not the Tenant is a student at the time of cancellation or termination.

5. Cancellation policy - Prior to and After the First Payment Date

- a) If the Tenant informs the Landlord in writing before signing the lease that they wish to cancel the Reservation, the Landlord shall return the Refundable Security Deposit in full (Re-bookers only) or Energy charge to new bookings.
- b) If the tenant signs the Lease the Refundable Security Deposit or Energy Charge will be retained for the property and the Tenant will be held liable to pay the full Rental Payments due in respect of the property;
- c) If the tenant should wish to vacate the property before the End Date, the Tenant will be liable to pay the entire remaining Rental in full. The Landlord may allow the tenant to find a suitable replacement (another student) to take over the remaining length of their tenancy. Any replacement tenant must be in pursuit of a full-time course at a university or an equivalent educational institution and must be approved by the Landlord. In considering whether to approve a prospective tenant for the Accommodation, the Landlord will act reasonably and will take into account all the circumstances including whether the replacement tenant already has accommodation and their financial ability to enter into the tenancy. If the tenant wishes to organise the tenancy *assignment* they should inform the Landlord in writing. The Landlord, in return, will inform the tenant of terms and conditions of such *assignment*. The Landlord reserves a right to refuse such request at any time during the lease term without limitations;

6. Additional responsibilities

- a) The tenant shall move into the Accommodation between 09.00 and 18.00 hours on the Occupancy Start Date. If this is not possible then the tenant must contact the Landlord in advance in writing to request alternative arrangements.

Note: The Tenant will not be able to move-in/ check-in to the accommodation at any point before the tenancy Start Date or unless they have agreed this with the site team. Please note, moving in early will need to be paid for in advance or at point of check in.

- b) It is a condition of this Lease that the Tenant must at all times during the length of residence attend a university or an educational institution as a full-time registered student. If the tenant ceases to comply with this condition the Landlord shall terminate this

lease. The Tenant must immediately notify the Landlord in writing if it ceases to comply with the conditions of this clause.



7. The Guarantor

A nominated Guarantor resident in the United Kingdom will be required to sign the Lease Agreement and so accept the liability for any default on rent payments during the tenant's term in the accommodation. If a UK Guarantor is not provided then 100% of the rent is due prior to the Lease Agreement starting.

- a) By signing this lease, the Guarantor requests that the Landlord grants the tenant the right to occupy the Accommodation.
- b) In consideration of the Landlord granting the tenant the right to occupy the Accommodation on the terms set out in this lease, the Guarantor guarantees to the Landlord as follows:
 - that the tenant shall pay the rent in accordance with the terms of this lease and observe and adhere to the terms of this lease and that if the tenant fails to pay the rent or to observe or adhere to any of the terms of this lease, the Guarantor shall pay or observe and adhere to them; and
 - to indemnify the Landlord against any failure by the tenant to pay the rent or to observe or adhere to any of the terms of this lease.
 - the liability of the Guarantor shall continue until the lease comes to an end and the tenant is released from the terms of this lease.
- c) The liability of the Guarantor shall not be affected by:
 - any waiver granted by the Landlord to the tenant; or
 - any delay or forbearance by the Landlord in enforcing the payment of the rent or the observance or adherence of any of the terms of this lease or in making any demand in respect of them; or
 - the Landlord exercising any right or remedy against the tenant for any failure to pay the rent or to observe or adhere to the terms of this lease; or
 - the Landlord taking any action or refraining from taking any action in connection with the Deposit; or
 - the tenant dying or becoming incapable of managing their affairs
- d) The proposed Guarantor will supply to the Landlord Photo ID, Proof of Address (via Utility Bill) and bank statements for the last three months before they are accepted as Guarantor.

f) The Landlord may at its sole discretion reject a proposed Guarantor and require an alternative Guarantor if it considers the proposed Guarantor is not sufficiently creditworthy or that it has insufficient monies and/or assets to satisfy its obligations under and in accordance with this Lease Agreement .



8. Rental includes the following:

- a) gas and electricity , water rates and sewerage utility services (subject to reasonable and normal residential use); Energy charge covers all extra additional usage.
- b) a connection for access to the internet (subject to reasonable usage and rent being paid. No payment of rent might result in Wi-Fi being disconnected - Wi-Fi will be reconnected once the payment is received);
- c) use of the Communal Areas;
- d) insurance premium in respect of contents insurance (the insurance will be subject to a number of exclusions and excesses; the tenant will be provided with details of the cover and the Landlord recommends that the tenant reviews these details to determine whether the tenant may require additional personal cover in respect of the tenants belongings. The tenant is personally liable for additional premiums should the general cover prove insufficient);

9. Room allocation

- a) Rooms/ Studios in the accommodation are allocated on first come first serve basis and room moves are not permitted at any time during the term of accommodation, subject to point 9 f);
- b) The Landlord guarantees the tenant they will be given appropriate room type/ studio type the tenant has selected during reservation process;
- c) The tenant will be informed of their room number on the Start Date (check-in date);
- d) If the tenant requires any special arrangements for the room (e.g. disabled access), they must inform the Landlord of such requirements at the reservation stage or contact the Landlord via email as soon as possible after this point;
- e) Whilst the Landlord will try to meet requirements made by the tenant regarding the room allocation, the Landlord is unable to guarantee, all or any, requirements can be met.
- f) If the tenant wishes to upgrade their room type or studio type within the Residence during their tenancy then they should submit a written request to the Landlord. If the Landlord permits such request, the tenant will be informed in writing within 2 weeks from the receipt of such request. The Tenant will pay the Landlord a non-refundable

cleaning charge of £90 within 7 days from the confirmation of such arrangements.



10. Occupation of Premium/ Dual Occupancy Studio in relation to cohabiting partners

- a) to be eligible to reside in the Accommodation, the tenants partner must have a full-time student status during their stay in the Accommodation; if the tenants partner does not have such status they will be not allowed to move into the Accommodation;
- b) if at the date of completion of this tenancy the tenant wishes to share the Accommodation with their partner, then the tenant shall inform the Landlord in writing of the personal details stated below in clause 10f);
- c) if between the date of completion of this tenancy and the Start Date the tenant wishes to share the Accommodation with their partner, then the tenant shall make a written application to the Landlord;
- d) if after the Start Date the tenant wishes to share the Accommodation with their partner, then the tenant shall make a written request to the Landlord and shall furnish any information requested by the Landlord in connection with this application, as well as pay a non-refundable £90 additional tenant fee to the Landlord;
- e) if the tenant has been authorised to share the Accommodation with a partner pursuant to clauses but subsequently wishes to seek consent to share the Accommodation with a new partner then the tenant shall submit a new request to the Landlord in respect of the new partner but may only make one such request under this clause during the Period of Occupancy.
- f) in applying for consent under this clause, the Tenant must submit the Landlord the following information about his/her partner:
 - full name;
 - date of birth;
 - contact details;
 - name and contact details for next of kin;
 - university & course details;
- g) if the Landlord grants consent to any request under this clause then on the date agreed between the Landlord and the tenant, the tenant shall present their partner at the reception of the accommodation on agreed day and they will be given a key fob/ keys. The tenants partner shall sign a form agreeing to abide by the terms of this lease;

h) in the event of a change in the full-time student status of their partner while in the occupation of the Accommodation, the Tenant shall be responsible for notifying the Landlord and local council authorities of such change and for duly making any payments arising as a result of such change, shall any apply without limitations;

11. Late Payment of the Rent and other charges

The following procedures will be implemented where payments of the Lease Agreement Fee or other sums payable by the Tenant remain unpaid after they become due:

- a) If a scheduled payment is not submitted on a due date:
 - **Arrears Letter 1** is sent to the Tenant if a scheduled payment is more than 7 Days overdue: Fees will be applied of £30 + £15 for each letter sent afterwards.
 - **Arrears Letter 2** is sent to the Tenant and the Guarantor for the payment if a schedule payment has not been received within 7 working days of the Arrears Letter 1.
- b) If a scheduled payment is more than 7 Days overdue on consecutive payment date from the *Arrears letter 2* deadline:
 - **Final Arrears Letter** is sent to The Tenant and the Guarantor and the Tenant will be required to pay the remaining balance,
- c) If the outstanding Rent have not been paid within 7 days from the *Final Arrears Letter*, the Landlord will request **the balance of the outstanding payment and all applicable fees from the Guarantor** (if applicable);
- d) The Tenant must contact the Landlord for advice and assistance as soon as it anticipates financial difficulties to avoid any charges or disputes to the Lease Agreement;
- e) If the Tenant or Guarantor (if applicable) fail to pay any outstanding sums due to this Agreement and its terms and conditions, the Landlord will proceed with termination of this Lease Agreement and eviction of the Tenant from the accommodation;
- f) If the Tenant fails to pay any outstanding sums due under this Lease Agreement and/or remains in the Accommodation after the Period of Residence End Date or sooner termination of this Lease Agreement, the Landlord may take proceedings to recover both the Accommodation and the outstanding sums. The court may make an order that the Tenant should pay the Landlord's costs of these proceedings.
- g) The Tenant shall pay interest at the rate of 4% per annum above the base rate of Barclays Bank on any overdue scheduled payment from the date that payment becomes due until full payment is received.

The following non-refundable charges are applicable under this Lease Agreement:

- The Tenant may incur additional card fees, transactional charges or other charges when making payments via 3rd party providers for which the Landlord holds no responsibility for, without limitation
- All Summer Lets and/or Short Term Agreements are subject to a non-refundable £80 cleaning charge payable by the Tenant at the end of such Agreement and will be deducted from the Tenant's Deposit (Re-bookers only) upon check-out from the Residence. New bookings who

have paid the energy charge will also have to pay this amount at the end of the agreement.

- Any break to the Lease Agreement will result in a non-refundable £80 cleaning charge in addition to any charges applicable and will be deducted from the Tenant's Deposit (Re-bookers only) upon check-out from the Residence. New bookings who have paid the energy charge will also have to pay this amount at the end of the agreement.

Charges Payable to Public Authorities

The Tenant agrees to pay directly to the relevant public authorities any additional charges including (but not limited to) council tax, TV Agreement fees. In the event that the Landlord becomes liable for any such charges in respect of the Tenant's occupation of the Accommodation, the Landlord is entitled to recover those charges from the Tenant.

11.1 Provided always and it is hereby agreed that:

- a) If the Property shall at any time during the term be destroyed or damaged by fire and/or explosion or otherwise and so be unfit for occupation and use in general, this lease shall end immediately but without prejudice to the rights of the parties hereunder.
- b) The Landlord shall not be liable to the tenant by reason of, and the tenant shall make no objection or claim in respect of any noise vibration or disturbance that may be caused by any work or alteration or construction repair or maintenance to any part of the accommodation, or to any adjoining or adjacent property. The Landlord shall not be liable for any external factors of nuisance, noise, vibration or pollution to which the Landlord has no direct influence or business with. The tenant shall not be entitled to object to any interference with the access of light and air to the accommodation caused by any such works or any alterations or additions to the accommodation. The Landlord will ensure that at all times during the tenancy, the tenant will be informed promptly of such works.
- c) The Landlord reserves the right to change the Accommodation allocated to the tenant under this lease for the purposes of good management of its accommodation and the tenant will comply with such requirement.
- d) If the tenant is required to move during the Period of Occupancy, the Landlord will take all reasonable steps to ensure that alternative accommodation of a similar standard to the Accommodation is allocated within the same Residence. However, in exceptional circumstances (for example, where there is a Leak or heating issues) tenants may be required to move to an Accommodation of a different standard and/or in a different Residence on a temporary basis.

12. Jurisdiction

**STUDENT
LIFE**

MEARS

This Lease Agreement shall be governed by, construed and take effect in accordance with the law of Scotland and the courts of Scotland should have jurisdiction to hear and determine any matters arising.



13. NOTICE & DECLARATIONS

In signing this Lease Agreement and taking entry to the accommodation, the tenant accepts:

a) **STUDENT TENANCY AGREEMENT**

Acknowledges that s/he understands this tenancy to be a Student Tenancy Agreement within the meaning of paragraph 5 of schedule 1 to the Private Housing (Tenancies) Scotland Act 2016;

b) **FULL DISCLOSURE**

Confirms that he has made full and true disclosure of all information sought by the landlord in connection with the granting of this tenancy;

c) **FALSE STATEMENTS**

Confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the landlord's decision to grant the tenancy.

ADDITIONAL TERMS & CONDITIONS OF THE LEASE AGREEMENT and OF BEHAVIOUR UNDER THIS LEASE AGREEMENT



Subject to the terms of the Lease Agreement and any applicable legislative provisions,
the Rules of **the Landlord** are as follows:

14. Introduction

The Rules are a supplement to the Lease Agreement which all Tenants are required to sign prior to taking up residence in the accommodation. The Rules provide guidance and information about the standards and procedures which Tenants of the accommodation are expected to meet and comply with during their residence in the accommodation.

Throughout the year updates of the Rules and information about residency in the accommodation will be distributed to Tenants by emails and flyers. We will give you at least one month's notice of any changes or additions. Where we make any variations to the Terms & Conditions which are to your significant disadvantage you may end this Agreement at any time by giving the Landlord one month's written notice.

Any failure by Tenants to comply with these Terms & Conditions and any update or variation of them which is notified by the Landlord will constitute a failure to comply with the provisions of the Lease Agreement and may lead to disciplinary action including but not limited to termination of the Lease Agreement and their right to reside in the accommodation. The Terms & Conditions are intended to benefit all Tenants. However, the expectations of Tenants outlined in the Terms & Conditions should not be seen as an exhaustive list. In becoming a Tenants of the accommodation, you become a member of Mears Student Life community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the Terms & Conditions.

15. Aesthetic Appearance

The Tenant is required to maintain their Room/Flat in a neat and clean state of condition/appearance. If applicable, the Tenant must in conjunction with other Tenant's ensure that Flat Common Areas are maintained to the same standards and ensure that the following is met:

- Items such as foil, cardboard flags or other unsightly material or objects are not placed in or on any windows in the property or alter any window coverings in the property;
- Keep balconies, decks, patios and common areas neat and orderly at all times and clear of personal belongings;
- Furniture designed for indoor use is not permitted outside (Including on any balcony, decks, patios or common areas).

If in the opinion of the Landlord any item adversely affects the appearance of the accommodation, the Tenant concerned will be asked to

remove it. If a Tenant is asked by the Landlord to remove any item, they must do so within a set time frame by the Landlord.



16. Alcohol and other Personal Issues

Personal issues, such as academic stress, alcohol abuse, depression and eating disorders may strain relationships in a living situation. It is both a Tenant's right and a Tenant's responsibility to seek help when such issues become disruptive.

Alcoholic drinking games and other activities that promote binge drinking are not permitted at the accommodation. The host of the party and other participants may be held responsible for any negative consequences of excessive drinking.

Tenants are required to comply with any policy, Terms & Conditions or guidelines within this Lease Agreement and will be in breach of their Tenancy under the conditions of the Lease Agreement if they fail to do so.

17. Condition and Contents of Room/Flat - Inventory

When moving into a Room/Flat, a Tenant is expected to carefully inspect the Room/Flat. On arrival, the Tenant will be given a form which includes a full list of all items that should be in the Room/Flat. If the Tenant finds any damaged or missing items or if the Room/Flat does not meet the standards set out in the Lease Agreement they must report this within 48 hours of moving in by filling in the above inventory form and submitting it to the Landlord. The Landlord will follow up on all reported problems and take corrective action as appropriate, within a reasonable time of receiving the Tenant's reported issue. If the problems reported are significant and cannot be rectified 48 hours, the Landlord will provide the Tenant with a replacement room of an equivalent type which does meet the standards set out in the Lease Agreement.

If a Tenant fails to advise the Landlord of any problem(s) within 48 hours of moving in, the Tenant will be taken to have been satisfied with the condition of the Room/Flat and confirmed that the Room/Flat was in a good and undamaged condition at the Commencement Date.

Upon vacating a Room/Flat, a Tenant may be charged for any missing or damaged items and for damage to the Room/Flat not reported to the Landlord within 48 hours of moving into the Room/Flat except in the case of fair wear and tear.

18. Bikes

Bicycles are to be secured only to the bicycle racks/sheds located throughout the accommodation if they are available. They are not to be secured to other objects such as benches, light posts, trees, handrails,

fire exits, routes or disabled access ramps. They are not to be placed in hallways or allowed to impede a means of access.

Bicycles that are secured to anything other than bicycle racks/sheds impede access or in any way present a safety hazard will be removed and stored by the Landlord and a storage fee of £20 will be charged for their return. If a lock has to be cut to remove the bicycle, the Landlord will not accept any liability for damage to the lock. Bicycles are not permitted inside Rooms/Flats. Bicycle storage is not available during the summer period once you have vacated your room unless the Lease covers summer period.

The Landlord is not responsible for the security of or any damage sustained to any bicycle which is left in the bicycle racks or anywhere else in the accommodation. It is strongly recommended that U-bolt locking devices are used for securing bicycles throughout the accommodation.

The Landlord insurance policy does not cover bicycles and it is recommended to take out a relevant insurance policy.

19. Candles/Incense

Due to risk to life and property, candles, torches, incense and other open flame devices are strictly prohibited anywhere inside or around buildings in the accommodation including in Rooms/Flats. A burning of the above devices is likely to set off the smoke detectors in your Room/Flat.

Tenants will be required to pay the cost of the fire brigade attending.

20. Car Parking and Motorbikes

The accommodation has limited parking spaces available and may not be able to provide parking facilities to all or any Tenant. A Tenant must have a valid parking permit from the Landlord to be able to park within the accommodation.

If the accommodation has parking facilities, Tenants may apply for a parking sticker/ permit. Tenants must prove that they are a Tenant of the accommodation by producing a copy of their Lease Agreement and evidence of ownership of a registered and insured vehicle.

The owner of any vehicle that does not display a current and paid-up parking sticker/ permit or which is not parked in the bays provided will be fined.

Visitor parking spaces must be left clear for visitors. Authority must be sought from the Landlord to park in a visitor parking space. Visitors who park in non-visitor areas or in a visitor parking space without approval will be fined.

Where Tenant parking is available, limited disabled parking spaces are also available and these spaces are strictly for Tenants with disabilities, who display the appropriate disabled parking permit. A heavy fine will be imposed on the owner of any vehicle parked in a disabled parking space not displaying such permit.

The Landlord is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked within the accommodation unless such damage is the direct result of the negligence of the Landlord.

21. Carpet Damage (where applicable)

Damage to carpet/floor covering in a Room will be billed to the Tenant. Damage to a carpet in a Flat Common Area or in the Common Area will be charged equally between Flat and Common Area Tenants respectively. The Landlord will attempt to have soiled carpet cleaned at the expense of the Tenant(s) of a Room/Flat. In the event that a stain cannot be removed, the carpet will be replaced at the expense of the Tenant(s).

Upon vacating a Room/Flat all carpets must be in the same condition as found at the beginning of the Residence Start Date, taking into consideration general wear and tear. The cost of replacing the carpet in a Room/Flat to this condition, including the cost of having the carpet steam cleaned, will be charged against the Deposit.

22. Vandalism

Any marking, writing or drawing with chalk, paint, pen or other marking devices or materials on the accommodation roads, footpaths, parking areas or buildings is prohibited and will be removed immediately by the Landlord and the persons responsible for such actions will be charged for the cleaning.

23. Cleaning

The Landlord will arrange:

- Sweeping, vacuuming and mopping of the external and internal Common Areas of the accommodation (e.g. laundry room, administration and resource centre, etc.);
- Maintenance of the accommodation grounds and gardens;
- For unauthorised flyers posted in non-designated areas to be taken down;
- For external rubbish bins to be regularly emptied;
- For the cleaning external surface of buildings in the accommodation to be cleaned.

All Tenants are expected to:

- Clean and vacuum their Room on a regular basis;

- Maintain their Room in a hygienic manner;
- Clean internal windows and walls in their Room but only to the extent that the windows and walls fall below the relevant Tenant's height.

Tenants who live in Flats are also expected to:

- Participate equally with other Tenants in keeping the Flat Common Areas clean;
- Clean all appliances and surfaces within a Flat;
- Clean the internal areas of the cooktop, range hood, oven and refrigerator equipment;
- Remove rubbish from the Flat regularly.

Tenants must supply their own cleaning materials and equipment in the accommodation where not otherwise supplied.

Tenants can arrange for their Room/Flat to be cleaned professionally on a weekly or monthly basis for a fee. Details of fees associated with these services are available from Landlord's office.

Where it is brought to the attention of the Landlord that a Room/Flat is not being cleaned or is unhygienic, the Tenant(s) of that Room/Flat will be requested to thoroughly clean the Room/Flat. If following such notification the Room/Flat is not promptly cleaned to comply with basic cleanliness and health standards.

Upon vacating a Room/Flat it must be left in the same state of cleanliness and repair as it was on the first day of occupation by the Tenant, considering fair wear and tear and taking into account any notice the Tenant submitted to the Landlord in accordance with Section 16. The cost of cleaning the Room/Flat to such condition will be charged to the Tenant.

The Landlord will inspect flats regularly to ensure acceptable levels of hygiene and cleanliness are being maintained.

24. Vacuuming

Vacuum cleaners are either provided in all of Rooms/Flats for use by Tenants or are available for loan from the Landlord. Vacuum cleaners must be checked and emptied after each use. If a Tenant notices that a vacuum cleaner is in need of repair they must advise the Landlord immediately.



25. Computer and TV Infrastructure

The computing infrastructure installed throughout the accommodation must not be tampered with. Damage and related costs of rectification (including, without limitation, the costs of labour and materials) to the computing infrastructure caused by Tenant(s) will be charged to the Tenant(s) responsible.

Tenants must adhere to the following protocols when using the Landlord data network:

- Only connect to the data port with the recommended cables and connections;
- Do not dismantle the data port;
- The network is not to be used for any criminal activity, including illegal downloading, port surfing or computer hacking;
- The network is not to be used for Peer 2 Peer usage; and
- The network may be monitored by the Landlord's network security services.

Where a free to air television service connection is available Tenant(s) must not tamper with or remove it.

26. Conduct Issues

Tenants and their guests in the accommodation are to show respect for order, property, morality, personal honour and rights as members of the Mears Student Life community.

Tenants are responsible for their guests and will be held financially accountable for any breach of the Terms & Conditions or misconduct by their guests.

27. Cooking

Cooking is only permitted in kitchens in Flats. Tenants must not leave any hot oil or cooking unattended.

Cooking equipment such as hot plates, rice cookers, electric woks, kettles, toasters and fry pans are not permitted in Rooms/ Flats.

Barbeque grills and charcoal fluid may be a fire hazard and are not permitted inside buildings in the accommodation.

When using cooking equipment in Flats, Tenants are required to comply with any signage installed in kitchens. Failure to comply with such signage is likely to set off the smoke detectors in your Flat. Tenants will be required to pay the cost of the fire brigade attending if a false alarm occurs.

28. Damage or Loss

Proper care must be taken of all property within the accommodation. Removal of any Landlord's property from its designated location will be reported to the appropriate authority. The Tenant(s) responsible will be charged replacement (including labour if applicable).



Tenants are responsible for all damage to or loss of the Landlord's property in their assigned Room/Flats. If the damaged or lost item were located in a room then the Tenant of that room will be held responsible.

If the damaged or lost item was located within a flat then all Tenants who reside in the flat will be held responsible and charged an equal share unless responsibility can be attributed to a specific person. In addition, tenants deemed responsible by the Landlord may be subject to disciplinary action.

29. Damages Charges

All malicious damages will be chargeable to the Tenant(s) and will be invoiced at a rate given by the supplier/contractor to the Landlord.

Standard charges for replacement of damaged furniture and fittings in a Room/Flat are available from the Landlord's office.

If a Tenant receives an invoice for a damaged or lost property of the accommodation, they must take follow the instruction given by the Landlord in regards to the payment and its deadline. Any invoice not challenged within 7 calendar days of the issue is no longer subject to review.

30. Decorating Rooms and Flats

A light decoration of Tenant's Room/Flat is permitted but must be made good upon Tenant's termination of the Lease Agreement. The Tenant is responsible for handing over their Room/Flat is the same condition it was found.

31. Disabled Access

A number of the Rooms, Flats and buildings within the accommodation have been fitted with facilities to assist persons with disabilities.

Interfering with or blocking these facilities in any way is considered misconduct and will result in disciplinary action which may include termination of a Tenant's Lease Agreement and their right to reside in the accommodation.



32. Discipline and Misconduct

Depending on the Tenant's misconduct, it may result in a meeting with management to discuss the Lease Agreement.

Disciplinary action includes but is not limited to admonition, probation, termination of a Tenant's Lease Agreement and the requirement for the Tenant to leave the accommodation. Terms and conditions of such disciplinary action will be communicated to Tenant(s) by the Landlord.

33. Dishware

Tenants are required to provide their own dishware in the accommodation. If your Room/Flat is supplied with pots, pans, crockery and cutlery, it is the responsibility of each Tenant that the amount of inventory stated at the start of the year is maintained and present upon departure. Any concerns or requests to replace the pots, pans, crockery or cutlery should be submitted to the Landlord's office for consideration.

If the accommodation is a catered facility, dishes and other items must not be removed from the accommodation outlets at any time. Removal of such equipment and/or any other items constitutes theft and will be prosecuted accordingly.

34. Smoking & Drugs

Smoking of any substance is prohibited within all areas (apart from designated areas) of the accommodation. Violation of this policy may, at the discretion of the Landlord, result in disciplinary action and a cleaning and damage repair fee to the Tenant.

Smoking of cigarettes or e-cigarettes is permitted outside of the accommodation. Smokers must dispose of their cigarette butts in the ashtrays/receptacles provided. If cigarette butts are found in the area surrounding the accommodation, the tenant(s) responsible will be fined and also charged for their removal. Smokers must be mindful of not smoking near an open window.

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use, distribution or production of illegal drugs or substances is prohibited.

Any breach of this condition, in any form, by a Tenant, is considered serious misconduct and as a consequence, the Landlord may consider enforcing a disciplinary procedure as per Section 4 of this Lease Agreement.

35. Electrical Equipment in Rooms

To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in Rooms to such items as computers,

study lamps, clocks, electric blankets, stereos, coffee makers, personal vanity items and other small appliances.



These items must be maintained in good and clean operating condition. Appliances with open heating elements such as hot plates and electric heaters are prohibited in Rooms and Flat/s unless provided by Mears Student Life management. Tenants are responsible for obtaining PAT certification for their electrical appliances.

36. Electrical Safety Reminders

Tenants must comply with the following fire and safety policies which are intended to prevent injuries in the accommodation and to ensure compliance with health and safety regulations:

- Never modify a plug by bending or removing prongs;
- If plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Landlord for assistance;
- Extension cords should only be used when absolutely necessary and only on a temporary basis. If you must use an extension cord, we recommend using a multiple outlet power strip equipped with an internal circuit breaker. If you discover any faulty electrical equipment, please report this to the Landlord;
- Do not "daisy chain" extension cords and/or power strips;
- Large appliances are not permitted in Rooms; and
- Promptly dispose and replace frayed or damaged extension cords.

37. Emergencies

Tenants can find all the numbers to be called in the event of an emergency in the Tenants Handbook. For any life-threatening emergency all Tenants are to call '999' to summon the appropriate authority.

38. Evacuation

Tenants are responsible for familiarising themselves with the location of alarms and firefighting equipment in their Rooms/Flats and in the common areas of the accommodation. Fire safety information is posted in all Rooms/Flats. Evacuation route maps are posted in various parts of the accommodation.

In the event of an evacuation, all Tenants are required to report to the accommodation's assigned emergency assembly point and await further instruction.

Tenants must not use lifts in the event of an evacuation or emergency, instead, shall use stairs. The accommodation is regularly inspected by the fire brigade for safety and fire code compliance. Tenants are required to keep common areas clear of any items which may affect safe egress from buildings. Whenever the Landlord encounters these obstructions or is informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance.

If the Landlord is required to remove items left in common areas, Tenants responsible for such obstruction will be charged, with repeated violations incurring escalating charges.

39. Exit Signs

Exit signs have been located throughout the accommodation for the personal safety of Tenants and visitors.

40. Fire Alarms

Any Tenant found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by the fire brigade and may also be subject to a disciplinary action.

Tenants are not to shower with the bathroom door open as excessive steam can set off a fire alarm and place clothing or other items on the Room/Flat heater for the purposes of drying.

41. Fire Equipment

Fire blankets and/or extinguishers are located in all kitchens. These are to be used for small fires only such as stove top fires where oil has ignited. Used fire blankets/extinguishers must be returned to the Landlord office for an immediate replacement.

Fire equipment that is not in working order jeopardises the safety of all Tenants and as such the Landlord will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors, exit signs and evacuation maps.

It is against the law to tamper with fire equipment including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to substantial fines, possible criminal penalties and disciplinary action which may include termination of a Tenant's Lease Agreement.

Any fire equipment repair or replacement or related damage that results from Tenants misconduct will be charged to the Tenant(s) responsible.



42. Fix-it Requests and Repairs

All maintenance in the accommodation is carried out by suitably qualified tradesperson who will be identifiable by Mears Student Life ID cards.

All requests for repairs or replacements in your Room/Flat can be submitted via email, in person at the reception or an on-line portal. Requests are processed between Monday to Friday during regular working hours. Tenants should report any problem which they believe constitutes a safety or security risk to the Landlord immediately.

Depending on the nature of the problem, the Landlord will do its best to ensure that urgent repairs are dealt with immediately.

Tenants are not permitted to repair or replace electrical, plumbing, heating, security equipment, glass or any other item in the accommodation, nor are they permitted to contract with any third party for such repairs.

43. Flyers

Flyers and posters may be posted only after they have been approved by the Landlord and then only at approved locations or on bulletin boards throughout the accommodation. Any materials posted anywhere else will be removed.

44. Furniture

Furniture of the accommodation is to remain in its original place and it is not to be moved to another Room/Flat or location.

45. Rubbish Disposal and Recycling

Tenants are responsible for removal of all rubbish from their Rooms/Flats. Tenants are responsible for ensuring all rubbish is placed in the appropriate rubbish and recycling bins provided in the accommodation.

46. Grounds and Gardens

An extensive landscaping plan is provided at the accommodation and the grounds are maintained by the Landlord.

47. Hazardous Material

Hazardous materials including automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be used or stored in or around the accommodation.

48. Initiation Ceremonies

Initiation in any form is completely unacceptable in the accommodation and the Landlord adheres to a strict zero tolerance initiation policy. The Landlord encourages any Tenant who feels forced or pressurised to do something which makes them uncomfortable, or who is aware of others engaging in initiation ceremonies or similar activities to contact the Landlord administration immediately.

Any Tenant who is found to be involved in initiation ceremonies or related activities will be subject to disciplinary action at the discretion of the Landlord which may include immediate termination of their Lease Agreement.

49. Heating

In the interests of safety, heaters with an exposed element and small fan heaters are prohibited within the accommodation. If heaters are not supplied in your Room/Flat, it is recommended that Tenants only use enclosed column heaters. Heaters are not be left switched on when a Tenant leaves their/your Room/Flat.

50. Indoor Plants

Indoor plants are permitted in Rooms/Flats, but Tenants are reminded to be mindful of the needs of co-tenants. Tenants must not water plants in the showers or sinks as this can create plumbing problems. All indoor plants must be placed in trays or other receptacles to avoid staining carpets.

51. Inspections and Building Condition Issues

The Landlord reserves a right to enter any Room/Flat:

- in the case of an emergency;
- by giving 24 hours' notice to Tenant(s)
- for the purpose of room inspections, maintenance or repair;
- if requested to do so by Tenant(s)

Inspections of Rooms/Flats are undertaken to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or refurbishment projects.

Repeated failure to pass the inspections will result in charges to Tenants for professional cleaners to return the Room/Flat to ensure appropriate room standards.

52. Maintenance Emergencies

In the case of a maintenance emergency situation, a Tenant is required to call reception during office hours. Outside of office hours there will be an emergency contact number provided or Night Staff on duty who will be able to assist.



If a maintenance request is submitted to the Landlord, it is deemed to have given the Landlord a permission to immediately enter Tenant's Room/Flat to carry out the requested maintenance/repair. Any questions or concerns about after hours' emergency response should be directed to the Landlord.

53. Management Access to Rooms

By signing a Student Tenancy Agreement, a tenant agrees to give access to Rooms/Flats on the following basis:

Purpose of Entry:	Minimum Notice which must be given to you
In an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which you have requested	Without notice unless expressly requested by Tenant to be present
To carry out general repairs and maintenance	24 hours notice (no subject to tenant's response)
To inspect the Room/Flat	24 hours notice (no subject to tenant's response)
If the Landlord has a reason to believe that you have abandoned the Room	2 weeks notice to the Tenant, if not responded the Landlord may enter the Room/ Flat
If the Landlord suspects that a person other than the Tenant is residing in the Room or the Flat or Common Areas	24 hours notice (no subject to tenant's response)

54. Insurance

All Tenants are responsible for insuring their property and/or belongings and shall refer to Tenants Handbook, section - Insurance details for more information. If content insurance is provided by the



accommodation, Tenants shall refer to Tenants Handbook for more information or contact the Landlord.



55. Keys/Swipe Cards/ Entry Codes

Tenants will be issued with Keys and/or Swipe Cards and/or Entry Codes, which enable access to their Room/Flat and to the accommodation common areas.

Key and/or Swipe Cards that are lost must be reported to the Landlord immediately and with appropriate identification. The Tenant will be issued with a new Key and/or Swipe Card at a cost. If your Key and/or Swipe Card is faulty please return it to the Landlord and it will be replaced at no charge.

Keys and/or Swipe Cards must not be duplicated and only the Landlord or a duly appointed locksmith can alter or repair a lock.

In order to be issued a new Key and/or Swipe Cards, the Tenant will be required to bring a photo ID to the Landlord's reception.

If Entry Codes are in use in the accommodation its distribution will be provided by the Landlord along with details of use.

Tenants must keep their Room door locked when they are not in their Room/Flat. Costs of replacing a Key and/or Swipe cards, lock and lock-out charges are available in the Handbook.

56. Kitchens

Tenants must clean the kitchen appliances in the accommodation after each use.

If a Tenant becomes aware that a kitchen appliance requires maintenance, they should advise the Landlord via email or the on-line portal (if applicable).

The cost of repairing or replacing maliciously damaged appliances will be charged to the Tenant responsible for the damage or to all Tenants of a Flat/building if the person responsible cannot be identified. Faulty appliances will be repaired at no charge where the appliance is faulty and has not been damaged by a Tenant.

57. Laundry

For a fee, a Tenant can make use of the accommodation's laundry facilities. Tenants can access the laundry facilities 24 hours a day.

Tenants are expected to provide their own washing supplies, and must ensure that they leave the area in a tidy state.

Any laundry left in the laundry facilities which is not claimed within 7 calendar days will be deemed abandoned and will be donated to a local charity.

The Landlord is not responsible for any damage caused to clothes or other items resulting from the use by Tenants of the laundry facilities.

58. Lighting

Tenants are not permitted to repair or replace permanent light fixtures in their Room/Flats under any circumstances.

All Tenants are required to report lighting issues to main reception, via e-mail or the on-line portal (if applicable) to the accommodation management.

59. Mail and Communications

The primary means of communication with the Landlord is by email, telephone or in person at the office. All Tenants are required to inform the Landlord immediately of any changes to their email address or contact details.

General notices will also be posted on the Website and within the accommodation.

The Landlord will not sign for any courier or non-Royal Mail post deliveries on a Tenant's behalf, except in exceptional circumstances where a Tenant has requested and authorised the Landlord to do so. Under no circumstances will the Landlord be responsible for any item delivered by courier or non-Royal Mail or equivalent post deliveries.

It is Tenant's responsibility to regularly check their mailbox. Any mail not collected within 10 business days of its delivery may be returned to sender by the Landlord.

60. Modifications to Buildings and Rooms

Modifications to Rooms/Flats or any other part of the accommodation such as Installing shelves or hooks, adding new light fittings, changing light fittings, painting or repainting, removing window opening restrictors, or altering permanent fixtures are not permitted.

61. Moving Out Procedures

Prior to the end of the academic year, all Tenants will be requested to confirm the date they will be vacating their Room/Flat (the "vacation date") which must be prior to or on the Termination Date of their Lease.

Tenants must comply with the following procedures and requirements whilst moving out of their Room/Flat in addition to any other reasonable requirements posted/ requested by the Landlord:

- All Tenants will be assumed to be vacating their Room/Flat on the Termination Date unless there is a separate Lease Agreement in place agreed with the Landlord, otherwise;
- Prior to vacating a Room/Flat all fees and charges payable by the Tenant under the Lease Agreement must be paid in full, or arrangements satisfactory to the Landlord made for their payment;
- Upon vacating a Room/Flat it must be left in the same state of cleanliness and repair as it was in on the first day of occupation by the Tenant considering fair wear and tear and taking into account any notice the Tenant submitted to the Landlord;
- All furniture and fittings within the Room/Flat must be left in the appropriate rooms and if any are damaged or missing they will be charged for in accordance with these Rules;
- All personal belongings must be removed from Rooms/Flats by **12:00 am** on the vacation date. The Landlord reserves a right to dispose of any belongings left in the room/ flat after this time. All applicable costs incurred by the Landlord will be at the Tenants expense. If valuable belongings (including but not limited to laptop, jewellery and electronic equipment) are found in the Room/Flat upon cleaning, the Landlord will take reasonable steps to contact the Tenant(s) and arrange for their collection. If no communication is received by the Tenant(s) in 48 hours the belongings will be disposed of at Landlord's discretion. If contact is made and agreed, the Tenant(s) shall pay the reasonable costs of postage, packaging and administration to the Landlord. The Landlord will not be responsible for any loss or damage to the belonging(s).
- Tenants vacating their Rooms/ Flats before their Termination Date agree that they will not be able to regain occupation of the accommodation for the remainder of their Lease without limitation after the "vacation date".

62. Noise

Tenants are responsible for the maintenance of good order and reasonable quietness in their Rooms/Flats.

Tenants must at all times show proper regard for others. Radios, televisions, stereos, musical instruments, VOIP, and other audio equipment should be adjusted so as not to disturb other Tenants of a Flat or the accommodation.

Tenants are required to lower noise pollution each day after 11PM without exception. Tenants must at all times adhere to the accommodation's "Noise Policy", as per the terms and conditions of the Lease Agreement.

Repeated failure to adhere to the accommodation's 'Noise Policy' may be subject to disciplinary action at the Landlord's discretion.



63. Obscene, Harassing or Discriminatory Behaviour

The Landlord is committed to ensuring that anyone who is part of Mears Student Life community treats and is treated, at all times fairly, equally and with respect, in an environment which is free of harassment, bullying, discrimination and any objectionable conduct.

The Landlord has a "Zero Tolerance Policy" with respect to discrimination, harassment and bullying of any kind.

All Tenants have a responsibility to comply with this policy. A breach of this policy is likely to result in disciplinary action. Tenants who have been a victim of any form of harassment are advised to contact the Landlord immediately.

64. Visitors

A visitor is defined as a person who is meeting with a Tenant for a short period of time, while a guest is defined as a person who is staying overnight with a Tenant in accordance with the Rules.


All visitors are required to leave the accommodation by 12 midnight. Any visitor present in the accommodation after midnight will be considered an "unauthorised person" and will need to leave the accommodation immediately. All Tenants are responsible for ensuring not unauthorised people remain in the accommodation after 12 midnight of each day.

65. Overnight Guests and Unauthorised Occupancy

Tenants are permitted to have guests for short periods of time with the approval of the other Tenants of the Flat (if applicable). Extended visits are not permitted, and Tenants must not, under any circumstances, allow any other person to reside in their Room or the Flat Common Areas.

To ensure compliance with fire and safety regulations, and in consideration of the rights of other Tenants of a Flat, the following procedures must be followed:

- All Tenants of a flat must be aware of a guest staying overnight and have their given approval to this;
- A guest must be registered at the Landlord' office;
- A guest must be accompanied at all times by a Tenant and must never be given a Swipe Card or Room key;
- A guest cannot stay more than two nights in any given period of seven days.



Any person found to occupy a Room or Flat, where the above procedure has not been followed, will be deemed as unauthorised and the Tenant of the Room/ Flat will be in breach of their Lease Agreement.

A guest must leave the accommodation immediately if requested to do so by the Landlord whether or not the above procedure has been followed. Tenants must ensure that any guest or another person who is in the accommodation at the invitation of the Tenant or in the Tenant's company complies with the Rules and any reasonable instructions given by the Landlord and does not do anything which a Tenant is prohibited from doing under the Terms and Conditions.

66. Pest Control

The Landlord employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with UK Standards as applicable.

Prior to any Tenanted area of the accommodation being treated, 24 hours' notice will be given to Tenants.

67. Pets

No pets, including fish, may be kept in the accommodation. Additionally, Tenants are not permitted to bring animals into the accommodation. This does not apply to the extent that it restricts the keeping of a guide or assistance dog.

68. Roofs

The roofs of buildings in the accommodation are not constructed for pedestrian traffic. Tenants are not permitted to enter the roof of any buildings at any time during their time in the accommodation. Tenants are responsible for and will be charged for any damage they cause to the roofs as a result of a breach of this condition.

69. Running a Business from the accommodation

Tenants are not permitted to conduct a business of any description from their Room/Flat or any other parts of the accommodation. Any Tenant found having registered a business against the address of the accommodation will face disciplinary action which may lead to termination of the Lease Agreement.

70. Access to the Accommodation

Wheelchair ramps (if applicable), kerb cuts, and building entryways must remain clear at all times to allow Tenants and others who may need to

use wheelchairs free access to their Rooms/Flats and other areas of the accommodation.



71. Gymnasium

(If applicable) The gymnasium is for the use and benefit of Tenants only. Tenants use the gymnasium at their own risk at all times and the Landlord and Operator accepts no liability for any injury from the use of the gymnasium or the gymnasium equipment.

72. Window opening restrictors

The window opening restrictor system is for Tenants safety and must not be interfered with or removed. Items of rubbish must not be discarded by throwing them out of the windows. Violation of this policy may, at the Landlord's discretion result in disciplinary action and a fine.

Signed by Tenant				Signed by Guarantor – (If applicable)			
Surname				Surname			
First Name				First Name			
Date	dd	mm	yyyy	Date	dd	mm	Yyyy
Signed by LANDLORD – (Office use only)							
				<p>Mears Student Life is a trading name of Mears Group PLC. Registered office: 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH</p> <p>Registered in England Number: 03232863</p>			





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