

## TERMS AND CONDITIONS

### ASSURED SHORTHOLD TENANCY AGREEMENT TERMS & CONDITIONS

By accepting this offer of Tenancy and making the required prepayments of the 1<sup>st</sup> months' rent and deposit, you are hereby accepting the Tenancy and confirming that you have read and agreed to the Terms and Conditions of this Tenancy Agreement. This Agreement is a legally binding contract.

If you are not sure about any of the clauses set out in these or any other Terms and Conditions, you should get advice from a solicitor or the local Citizens Advice Bureau or [www.gov.co.uk](http://www.gov.co.uk) before accepting this Tenancy.

#### 1. GENERAL

- 1.1. Reference in this Agreement to the Landlord shall include the Landlord's Agent Urban Sleep Ltd and other representatives. Note: Under s.48, The Landlord and Tenant Act 1987, notices can be served to the Landlord at Urban Sleep Head Office, 4 Myrtle Parade, Liverpool, L7 7AA
- 1.2. All communal service charges are included in the Rent except where the Tenant, Additional Occupants and/or their Visitors cause damage or nuisance in the Premises or the Grounds in which case they will be liable for the cost. No other utility services or charges are included in the Rent.
- 1.3. Where two or more people are together the Landlord or the Guarantor, they are responsible for their obligations jointly and individually.
- 1.4. Clause and paragraph headings are for convenience only and shall not affect the construction of this Tenancy Agreement or validity of any of its clauses.
- 1.5. This Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement. The Tenant understands that the Landlord will be entitled to recover possession of the Premises when the Tenancy Period ends.
- 1.6. The Landlord will arrange for an inventory and description of the condition of the Apartment to be completed free of charge at the beginning and at the end of the Tenancy. If the Tenant does not come to the appointments to check the Inventory at the start and end of the Tenancy, the Landlord will send the Tenant a copy of the Inventory. The Tenant will have three working days to check the Inventory, make any comments and sign and return it to the Landlord. If the Tenant does not do this within three working days the Landlord will take this to mean that the Tenant agrees to the Inventory and description of the condition of the Apartment as being a true and full record at the time it was made.

#### 2. DEFINITIONS

- 2.1. Inform in writing (Give notice) – Inform the Landlord by sending a letter (recorded delivery) to the address above or via e-mail via [lettings@urbansleep.co.uk](mailto:lettings@urbansleep.co.uk) (it is the Tenant's responsibility to check that the e-mail has been received).
- 2.2. Deposit - A Deposit is a sum of money that the Tenant agrees to pay the Landlord prior to moving into the Apartment. It is designed to protect the Landlord against damage or non-payment of rent by the Tenant. The Landlord is required to hold this money in compliance with regulations. At the end of a Tenancy, if the Tenant has fully complied with their Tenancy Agreement and has returned the property in the same condition that it was given to the Tenant by the Landlord or in a similar condition allowing for reasonable wear and tear, The Landlord will return the Deposit in full. Urban Sleep Ltd protects the Deposit with the Deposit Protection Service.

- 2.3. Prepayment – A prepayment is a non-refundable sum of money paid when accepting the Tenancy Offer and therefore entering into the Tenancy Agreement. The prepayment of the 1<sup>st</sup> month's rent is required from all Customers to finalise the Tenancy Agreement and is paid upon finalising the Tenancy Agreement and accepting these Terms and Conditions. The Tenancy Agreement will not be considered finalised until this Prepayment is received. The Tenant will be required to pay the full first month's Rent and Deposit at least 72 hours before the agreed Tenancy start date. It is the Tenant's responsibility to make arrangements for these payments to reach the Landlord before the agreed tenancy start date and before the Tenant can collect the keys.
- 2.4. Customer – Any person who expresses interest in the properties advertised by the Landlord.
- 2.5. Online System – The Online System refers to Urban Sleep's online booking and management system operating on [www.urbansleep.co.uk](http://www.urbansleep.co.uk) and [www.urbansleep.net](http://www.urbansleep.net) and any pages hosted by these domains and any other online facilities that the Landlord provides for the Tenant to use with regards to the Tenancy.
- 2.6. Online System Account – A personal account created and accessed by the Customer or the Tenant to book and manage their Tenancy hosted on the domains above.
- 2.7. Tenant – Individual who occupies Landlord's Apartment under an Assured Shorthold Tenancy agreement. Any references to the Tenant will be applicable to you if you accept this Tenancy Agreement.
- 2.8. Terms and Conditions – The Terms and Conditions set out in this document as well as any supplementary Terms and Conditions accepted by the Tenant and the Landlord in addition to this Agreement.
- 2.9. Application – An application made by the Customer using the Online System Account on the Landlord's Online System. An Application is not a Tenancy Agreement or any other kind of legal agreement and is used to express the Customer's interest in the Landlord's Properties. An Application does not guarantee at any stage a Tenancy Offer or availability of a particular Property or Apartment.
- 2.10. Tenancy Offer – An offer made by the Landlord to the Customer outlining the Terms and Conditions of the Tenancy Agreement as well as the details of the Property, the Tenancy Period and the Rent, submitted to the Customer via the Landlord's Online System and accessible to the Customer via their Online System Account. A Tenancy Offer does not constitute a Tenancy Agreement until it is accepted by the Customer on the Contracts section of their Online System Account by accepting these Terms of the Tenancy and paying a prepayment of 1st month's Rent as well as the Deposit payment. The Landlord is allowed to withdraw the Tenancy Offer at any point before the Customer accepts it. Once the Prepayment is paid and the Terms and Conditions of the Tenancy Offer are accepted, the Tenancy Agreement is finalised and is legally binding.
- 2.11. Rent – Means the monthly charge for renting the Apartment which has been agreed between the Tenant and the Landlord and set out in the Tenancy Agreement.
- 2.12. Tenancy Period – Means the period starting from (and including) the Tenancy Start Date and ending on (and including) the Tenancy End Date.
- 2.13. Tenancy Start Date– The date agreed between the Landlord and the Tenant and set out in the Tenancy Agreement from which their Tenancy will start regardless of when the Tenant collects the keys.
- 2.14. Tenancy End Date – the date agreed between the Landlord and the Tenant and set out in the Tenancy Agreement on which the Tenancy will end regardless of when the tenant moves out and returns the keys.

- 2.15. The Apartment – The apartment that the Tenant leases from the Landlord for the Tenancy Period under the Terms and Conditions set out in this Tenancy Agreement accepted by the Tenant via their Online System Account on the Landlord’s Online System.
- 2.16. Premises – This includes any parts of the Grounds, Building or Apartment, gardens, paths, fences, gates, driveways, boundaries or other Buildings and areas that belong to the Landlord and form a part of the development.
- 2.17. Grounds - This includes the driveways and walkways, hard and soft landscaped areas including the car park, motorcycle parking and bicycle parking areas and any external areas that belong to the Landlord.
- 2.18. The Building – The building where the Apartment is located.
- 2.19. Communal Service Charges – Any reasonable charges payable for the maintenance and management of the Premises to ensure that the Landlord’s obligations are met. This does not include any charges and/or costs which are the Tenant’s responsibility under this Tenancy Agreement.
- 2.20. Additional Charges – Any reasonable charges which are chargeable to the Tenant as defined in this Tenancy Agreement.
- 2.21. Rent Payments – Specified monthly payments from the Tenant to the Landlord due on the 1<sup>st</sup> day of every month as agreed per the Tenancy Agreement and detailed in the Tenancy Offer on the Online System that the Tenant has accepted.
- 2.22. Direct Debit - An arrangement made with a bank and the account holder that allows a third party to transfer money from a person's account on agreed dates.
- 2.23. Working Day - Any day (other than Saturday, Sunday or legal holidays (Bank Holiday) on which legal business can be conducted.
- 2.24. Due Day – A date on which the tenant has to pay any Rent or other Payments.
- 2.25. Standing Order - An instruction to a bank by an account holder to make regular fixed payments to a particular company.
- 2.26. Deferred Payment Plan – An arrangement set out by the Landlord or its preferred credit collection agent in which the Tenant is allowed to defer payments to a specified time in the future to settle any amount owed by the Tenant.
- 2.27. Invoice - A list of goods sent or services provided by the Landlord, with a statement of the sum due for the goods or services.
- 2.28. Visitor – Any person invited or allowed into the Premises by the Tenant and/or an Additional Occupant. This means that any person who is allowed access into the Premises in any way by the Tenant and/or the Additional Occupant will be considered as the Tenant’s Visitor despite whether the Tenant claims to know this person or not and the Tenant will be liable for this person’s actions while they remain on the Premises.
- 2.29. Emergency – An event, incident or situation where any person or any part of the Premises is exposed to a serious potentially harming threat such as:
  - 2.29.1. total loss of water or electricity supply in the whole Apartment
  - 2.29.2. total loss of heating during cold weather in the whole Apartment
  - 2.29.3. major leaks that cannot be stopped or contained by the Tenant or Additional Occupants
  - 2.29.4. burglaries or antisocial behaviour where the doors or windows of the Apartment are no longer secure
  - 2.29.5. fire hazard or an actual fire
  - 2.29.6. lock outs due to loss of keys or leaving the keys in the Apartment
  - 2.29.7. lock outs due to lock, door or key damage
  - 2.29.8. evidence of a gas leak in the apartment or building communal areas
  - 2.29.9. evidence of the Tenant and/or the Additional Occupants safety or wellbeing at risk in the apartment and building communal areas
  - 2.29.10. failure of all communal lighting
- 2.30. Additional Occupant – A person(s) who reside(s) at the Apartment as their primary residence with consent from the Landlord. The Additional Occupant(s) agree(s) to the clauses in the Additional Occupants Terms and Conditions document however is not a

legally named tenant on the Tenancy Agreement. The Landlord holds no legal obligation to the additional Tenant.

- 2.31. Arrears – Any amount due to be paid by the Tenant to the Landlord that has not been paid by the due date of the Payment.
- 2.32. Month – A calendar month.

### 3. ONLINE SYSTEM

- 3.1. The Tenancy Agreement will be finalised after the Customer accepts their Tenancy Offer using the Online System and makes the Prepayments upon accepting it.
- 3.2. Following clauses 2.1 & 2.2, it is the Customer's responsibility to check their Tenancy Offer details and status before accepting.
- 3.3. The Landlord reserves the right to withdraw the Tenancy Offer at any time before the Customer accepts the Tenancy Offer at the Landlords absolute discretion.

### 4. ACCOUNT PAYMENTS

#### 4.1 The Tenant agrees:

- 4.1.1 To pay Rent to the Landlord as specified in the Tenancy Agreement on the dates set out in the Tenancy Agreement for the duration of the Tenancy Period (including any and all periods when the Tenant may cease to occupy the Apartment for whatever reasons).
- 4.1.2 To pay the Landlord within 7 days of the Tenant receiving an Invoice, any reasonable expenditure that occurred as a result of any damage caused by negligence of the Tenant, the Additional Occupant and/or their Visitors and/or damage caused intentionally by the Tenant, the Additional Occupant and/or their Visitors and/or damage caused by breach or noncompliance with this Agreement and/or breach of any of the Landlord's terms and conditions in relation to residing at the Premises committed by the Tenant or their Visitors. This excludes reasonable 'wear and tear' and Property defects that occur out of Tenant's and the Additional Occupant's control that have been immediately reported to The Landlord in writing.
- 4.1.3 To register within 5 working days from the Tenancy start date and promptly pay any Council Tax or similar tax (if applicable) in respect to the Apartment and its Additional Occupants for the Tenancy Period.
- 4.1.4 To create and set up all utility bills not included in the Rent, needed for the Apartment for the Tenant and the Additional Occupants within 5 working days from the agreed Tenancy start date. These include but are not limited to:
  - 4.1.4.1 Water
  - 4.1.4.2 Electricity
  - 4.1.4.3 Gas
  - 4.1.4.4 TV Licence (if required)
  - 4.1.4.5 Internet through designated 3<sup>rd</sup> party supplier Internetty\*

\*Internet in your property is provided by a designated 3<sup>rd</sup> party supplier Internetty. You will be offered multiple competitively priced internet connection packages to choose from. However, you are not allowed to bring in any internet services provided by other suppliers into your apartment. Therefore, if you enter into this Tenancy agreement you agree to use the services provided by Internetty exclusively. If you would like to find out more about the services and packages offered, please contact your lettings team.

- 4.1.5 To promptly pay and be fully responsible for all utility and service charges with respect to the Apartment and its Additional Occupants and any service contract that the Tenant (and/or any of the Additional Occupants in the Apartment) has entered into during the Tenancy. The Tenant will also be fully

responsible during the Tenancy for any charges arising from such contracts relating to their Tenancy after the Tenancy End Date.

- 4.1.6 It is the Tenant's responsibility to make sure that the Landlord receives the Payments on time and to the correct amount. The Landlord is not required to send reminders about payment Due Dates.
- 4.1.7 Rent Payments must be paid via the Online System, Standing Order or telephone banking every month on the Due Day or the first Working Day after that if the Due Day is not a Working Day. Upon accepting the Tenancy Agreement the Tenant understands the rent payments are to be made by the options outlined above and accepting these Terms & Conditions is not an automatic instruction for a Direct Debit.
- 4.1.8 The Landlord must receive the full amount stated in the Tenancy Agreement or the Invoice on the day that it is due or the next Working Day if the Due Day is not a recognised Working Day.
- 4.1.9 Rent Payments can be made through the Online System using a Debit or Credit Card. Credit Card payments will incur an additional surcharge of 2%.
- 4.1.10 If for any reason the Rent Payments are not available to be received by the Landlord in full and/or on time, **the Tenant must inform The Landlord at least 5 Working Days in advance of the Due Date in writing** and provide evidence of future funding.
- 4.1.11 The Landlord strongly encourages the Tenant to approach the Landlord if they are not able to make their Payments on time, as soon as they become aware of this, **but always within 5 working days** before the payment Due Day as the Landlord may be able to set up a Deferred Payment Agreement & help avoid Additional Charges.
- 4.1.12 A Deferred Payment Plan may be offered and entered into at the Landlord's discretion and the Tenant will incur an Additional Charge of £30.00 for setting up the Deferred Payment Plan. It is your responsibility to make sure that the deferred payments reach the Landlord on time and/or to the correct amount. The Landlord is not required to send reminders about payment due dates.
- 4.1.13 It is the Tenant's responsibility to reimburse the Landlord immediately on demand in respect of any costs or charges payable by the Landlord as a result of any incomplete payment or payment being made after the Due Date stated in the Invoice issued by the Landlord.
- 4.1.14 The Tenant will indemnify the Landlord for any Council Tax, service charges and any utility charges due in respect of the entire Apartment and its Additional Occupants for the duration of the Tenancy, as well as where the Tenant (or any of the Additional Occupants in the Apartment) has entered into a contract extending beyond the Tenancy, in which case the Tenant will be liable for any charges due.
  - 4.1.1.1. The Tenant must not install any new and/or additional utility payment meters at the Premises without the Landlord's written consent.
  - 4.1.1.2. The Tenant must first obtain written permission from the Landlord if they wish to change the utility supplier for the Apartment.
  - 4.1.1.3. The Termination of this Agreement does not cancel any outstanding obligation which the Tenant is responsible for such as any rent payments owed for time stayed and up to the Tenancy End Date, utilities and other charges that may apply.
  - 4.1.1.4. The Landlord's rights under this clause are in addition to any other rights the Landlord has under this Agreement. In particular, the Landlord reserves the right to seek compensation for a breach of this Agreement or to cover any arrears. The Landlord may then pursue other rights and remedies as the Landlord sees fit.

## 5. ARREARS

- 5.1.1.1. If the Rent is not received by the Due Date (or the next Working Day if the Due Date is not a recognised Working Day) specified on the Tenancy Offer and there is no Deferred Payment Agreement in place, the Tenant agrees to pay The Landlord an Administration Fee each time the Tenant is contacted, which will become payable immediately.
- 5.1.1.2. The Landlord will contact the Tenant a maximum of 3 times within 5 working days of the Rent or Invoice payment becoming overdue, before further action is taken. The Landlord will charge each notice according to the debt notice stage. The first two notices will be charged at £50.00 per notice; the third notice will be charged at £100.00 which need to be paid within 7 days of the notice being served.
- 5.1.1.3. If Payments of the Rent or any other money or invoices due from the Tenant under this Tenancy Agreement is not received on time, the Landlord reserves the right to refer your account to a debt collection agency and charge the Tenant all reasonable and proper costs and expenses (including legal costs) and any value added tax thereon incurred by us in order to recover outstanding Rent or other charges unpaid by the Tenant.

## 6. ADDITIONAL CHARGES

- 6.1. The Tenant agrees to pay any Additional Charges which have been issued by the Landlord in writing with relation to breach of these Terms and Conditions, administration costs or goods and services provided by the Landlord as requested by the Tenant. The Additional Charges include but are not limited to, therefore allowing the Landlord to add reasonable Additional Charges throughout the Tenancy within means:
- 6.1.1. Lock outs due to loss of keys or leaving the keys in the Apartment (a lock out charge of £30.00 per lock out will apply for response to lock outs in addition to any key replacement charges).
- 6.1.2. Lock outs due to lock, door or key damage (a lock out charge of £100.00 in addition to any key replacement and repair charges).
- 6.1.3. Key replacement charges:
- |          |   |                  |
|----------|---|------------------|
| 6.1.3.1. | Apartment key, bedroom key, balcony key | £30 per key      |
| 6.1.3.2. | Key cards, key fobs                     | £20 per card/fob |
| 6.1.3.3. | Post box keys, personal storage keys    | £15 per key      |
- 6.2. The Landlord reserves the right to charge the Tenant for unauthorised parking at a charge of £50.00 every time.
- 6.3. Anyone found to be tampering with fire equipment (or if evidence of this is found in your Apartment) will be charged a fine of £250.00.
- 6.4. Anyone found to be smoking (or if evidence of smoking is found) inside the Apartment will be charged a fine of £250.00 and reported to the Guarantors/Guardians (where applicable). Smoking fees in communal areas (kitchens etc.) will be payable by the Tenant regardless of who is smoking in the flat.
- 6.5. Anyone found taking part in antisocial behaviour or creating excessive noise between the hours of 11pm and 8am will be charged an Additional Charge of £50.00.
- 6.6. Anyone found keeping a pet or allowing a pet into the Premises will be charged an Additional Charge of £100.00.

- 6.7. Anyone not complying with the waste management guidelines will be charged an Additional Charge of £50.00. This includes, but is not limited to:
- 6.7.1. Leaving rubbish outside the Apartment or outside the Building and in any communal areas not designated for waste disposal.
  - 6.7.2. Misusing or contaminating the recycling bins marked with the recycling signage.
  - 6.7.3. Not disposing of waste in the bins provided: leaving the bin bags or items on the bin store floor or outside bin store.
  - 6.7.4. Carrying leaking bin bags or otherwise property damaging waste throughout the Premises. Additional cleaning & maintenance charges may apply depending on the extent of the damage caused.
  - 6.7.5. Not disposing of bulky items correctly.
  - 6.7.6. Not disposing of ashtray waste correctly and contaminating the Grounds or other Parts of the Premises with cigarette waste.
- 6.8. The Landlord reserves the right to charge the Tenant for rectifying any damage caused by unreported but visible maintenance issues or unreported but visible property defects within the Apartment or any damage caused by incorrect use of the Apartment, appliances or anything brought into the Premises by the Tenant or their Additional Occupants or Visitors.
- 6.9. The Landlord reserves the right to charge the Tenant for cleaning & maintaining the Apartment throughout the Tenancy if the Tenant fails to clean and maintain the Apartment as per their Tenant obligations and fail to rectify this within 7 calendar days from receiving a written notice from the Landlord.

## 7. TRANSFER OF TENANCY

- 7.1. The Tenant agrees that the Tenant will not transfer the Tenancy created by this Tenancy Agreement to anyone else without first obtaining the Landlord's written consent, which the Landlord will not unreasonably withhold.
- 7.2. Should the Tenant wish to terminate this Tenancy Agreement prior to the Tenancy End Date, the Tenant must find a suitable replacement to transfer the Tenancy to. The Landlord is not liable to find a replacement Tenant.
- 7.3. The Tenant will be liable to pay the remaining Rent until the end of the Tenancy or until a suitable replacement Tenant is found and finalises their Tenancy agreement and pays the 1<sup>st</sup> month's Rent and Deposit and any Application and Credit check fees as requested by the Landlord. This includes periods when the Apartment is vacant (not occupied by the Tenant or the replacement Tenant).
- 7.4. The Landlord will as a condition of the proposed transfer:
- 7.4.1. Charge the existing Tenant an administration fee of £250.00.
  - 7.4.2. Require that any replacement Tenant passes the credit check and internal check procedures, and is considered as a suitable replacement by the Landlord.
  - 7.4.3. Require that the incoming Tenant is to enter into a Tenancy Agreement with Landlord and make their Rent payment and Deposit payment and pay any Application and Credit Check fees as requested by the Landlord.
  - 7.4.4. Require the Tenant to make payments as per the Tenancy Agreement until The Landlord notifies the Tenant of any changes in writing.

## 8. SUBLETTING

- 8.1. The Tenant is not allowed under any circumstances to sublet the Apartment or any part of it nor do or cause anything to be done to part with or sub-licence the whole or part of the Premises.

## 9. ADDITIONAL OCCUPANTS

- 9.1. The Tenant is required to get the Landlord's written permission (which the Landlord will not unreasonably withhold) before allowing any Additional Occupants to move into the Apartment.
- 9.2. The Landlord may require at their discretion for any Additional Occupants over of the age of 18 to pass an internal referencing check to establish the Occupant's suitability to live in the Apartment.
- 9.3. The Landlord may also request any Additional Occupants over of the age of 18 to pass a Credit Check with the Landlord's preferred Credit Check agent.
- 9.4. The Landlord reserves the right to reject any applications for Additional Occupants at the Landlord's absolute discretion.
- 9.5. The Tenant is required to inform the Landlord in writing whenever any of the Additional Occupants cease to reside at the Apartment.
- 9.6. The Tenant will not allow the Apartment to be overcrowded at any point of the Tenancy. This means that there should be no more than 2 occupants per bedroom living in any Apartment.
- 9.7. The Additional Occupants are not Tenants and do not have Tenant rights within this Tenancy Agreement.
- 9.8. The Landlord does not have any Tenancy related obligations towards any Additional Occupants.
- 9.9. The Additional Occupants can cease to occupy the Premises at any point during this Tenancy Agreement as they are not bound by this Tenancy Agreement to fulfil the requirements or fulfil the period of this Tenancy.
- 9.10. Additional Occupants are accountable to abide by the Terms & Conditions set out in the Additional Occupant Agreement.
- 9.11. The Tenant is held accountable for any damage, loss, injury or breach of these Terms and Conditions caused by any Visitor or Additional Occupant visiting or living with the Tenant.

## 10. PRIVACY POLICY & DATA PROTECTION

- 10.1. Urban Sleep Ltd are bound by the Data Protection Act 1998 as well as other laws that impose specific obligations in regards to handling personal information that directly or indirectly identifies a person.
- 10.2. Urban Sleep Ltd is committed to protecting the privacy of personal information. The policy supports the need to collect information and the right of individual to privacy.
- 10.3. Urban Sleep Ltd can collect personal information while recognising the right of individuals to have their information handled in ways that they would reasonably expect and in ways that protect the privacy of their personal data.
- 10.4. Urban Sleep Ltd use your personal information for responding to your enquiries, providing services to you and managing our relationship with you. Urban Sleep Ltd will also use the information to:
  - 10.4.1. Notify you of changes we are considering or planning to make and any alterations to our operations schedules and to our processes.
  - 10.4.2. Help us improve our services and carry out our Landlord obligations stated in this Tenancy Agreement
  - 10.4.3. Inform you about our services and those provided on our behalf by 3<sup>rd</sup> parties which includes but is not limited to contractors, subcontractors, consultants and other parties employed or contracted by us

- 10.4.4. Contact you about services and facilities available from Urban Sleep and associated 3<sup>rd</sup> parties
- 10.5. Access to your information will normally be limited to the Landlord. However, there may be occasions when Urban Sleep Ltd disclose your details to partnering agencies.
- 10.6. By accepting these Terms & Conditions, you consent to Urban Sleep Ltd referring you to another service, or 3<sup>rd</sup> party for activities that require us to share your contact and background information with the organisation that provides the service. Examples of this include but are not limited to providing your details to designated utility, data, communications providers, local authorities, our maintenance, security and emergency response suppliers, insurance companies.
- 10.7. Urban Sleep Ltd will share specific and relevant information with law enforcement and government agencies or public bodies where we are legally required to do so. Examples may include:
- 10.7.1. The prevention or detection of crime and fraud
  - 10.7.2. The apprehension or prosecution of offenders
  - 10.7.3. The assessment or collection of tax or duty owed to customs and excise
  - 10.7.4. Sharing in connection with legal proceedings
  - 10.7.5. Sharing in relation to the physical or mental health of an individual, where disclosure is required to protect them or others from serious harm
  - 10.7.6. Research and statistical purposes
- 10.8. We may also share your information with emergency services and local authorities, where this is necessary to help them respond to an emergency situation that affects you.
- 10.9. Urban Sleep Ltd may share your personal information with our suppliers who enable us to provide services to you, or who provide services on our behalf. Examples of those suppliers are: specialist maintenance contractors who carry out work in tenants' apartments; the contractor who handles you're out of hours service calls for us; companies that assist us in mailing out our notices and letters. The data shared is the specific information the supplier requires to carry out their task, as well as any information that ensures we fulfil our health and safety obligations to the people carrying out the task.
- 10.10. Urban Sleep remains responsible for the fair and lawful processing of personal data shared with suppliers. We ensure this occurs through setting data protection requirements in contracts let with suppliers.
- 10.11. In order to assist utility providers (gas, electricity and water, etc) deliver their services and collect revenue, Urban Sleep Ltd will provide on request names and contact details of new tenants, and forwarding addresses of former tenants, as well as tenancy dates.
- 10.12. Partner Agencies  
Urban Sleep Ltd may enter into partnerships with other organisations such as internet suppliers therefore your data will be shared, however before doing this Urban Sleep will enter into a formal data sharing agreement to govern the process and ensure it is lawful.

## 11. THE LANDLORD'S OBLIGATIONS

- 11.1. Throughout the Tenancy Period the Landlord will:
- 11.1.1. Give the Tenant exclusive uninterrupted occupation of the Apartment and the right to use the Apartment. This does not preclude The Landlord from taking legal action or passing on the Tenant's account to the Landlord's representatives should the Tenant fail to pay the Rent and/or any Payments due and/or should they be in breach of the Tenancy Agreement.
  - 11.1.2. Maintain and repair the structure of the Building as required by Section 11 of the Landlord and Tenant Act 1985.

- 11.1.3. Maintain, repair, decorate and provide adequate heating and lighting to the Building Communal areas and clean the Building communal areas.
  - 11.1.4. Provide an adequate supply of hot and cold water, heating, gas and electrical power to the Premises which falls under the required legal regulations.
  - 11.1.5. Provide and maintain equipment required by law in the Building Communal areas.
  - 11.1.6. Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the Tenancy.
- 11.2. The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation in another vacant Apartment depending on availability for the purpose of carrying out repairs to the Apartment if the Landlord considers it necessary, provided that:
    - 11.2.1. The Tenant is given reasonable notice of no less than 4 weeks but with provisions to use alternative accommodation sooner if practicable;
    - 11.2.2. The alternative accommodation is of no lesser standard than the Apartment the Tenant is living in;
    - 11.2.3. The Tenant will occupy the alternative accommodation on the same terms as those set out in this Tenancy Agreement.
- 11.3. The Landlord agrees to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible and no alternative accommodation can be arranged in any of the Landlord's properties as a result of any damage save where this has been caused by the Tenant's and/or Additional Occupants' and/or their Visitors' actions.
  - 11.4. The Landlord will not refund any Rent for any period in which the fault had not been reported in writing according to the Landlord's procedures and/or for any reasonable period within which the fault is rectified.
  - 11.5. The Landlord will not refund any Rent for any period in which Alternative Accommodation was provided to the Tenant.
  - 11.6. The Landlord will not refund any Rent and/or compensate the Tenant for any period in which the tenant and the Additional Occupants have not used the alternative accommodation provided by the Landlord when it was available to them.
  - 11.7. The Landlord will not arrange Tenant's insurance for contents and/or accidental damage to the property. The Landlord strongly recommends that the Tenant makes arrangements for such a policy to be in place.
  - 11.8. The Landlord will not be held liable and will not provide any compensation or Rent reduction for any loss, damage or injury sustained as a result of theft, burglary and/or breach of security. This includes all parts of the Premises including communal areas, Grounds including car parking facilities and bike storage facilities.
  - 11.9. The Landlord strongly advises for the Tenants to organise insurance for any cars, bikes, motorcycles and any other means of transport kept inside or outside the Grounds of the development or any designated storage areas.
  - 11.10. The Landlord cannot guarantee the continuity of the electrical, gas, water, television reception, telephone and data network service supplies to the Premises as such services are not entirely subject to the Landlord's control. Therefore the Landlord will not accept any responsibility or liability for any losses which may be incurred as a result of any interruption in the supply of these services. No compensation or Rent reduction will be issued as a result of any interruption of supply of these services.

- 11.11. The Landlord will not be held liable and will not compensate for any delays in provision of services caused by third parties and suppliers as long as all reasonable efforts to provide these services have been made.
- 11.12. The Landlord will take reasonable steps to make sure the appliances provided by the Landlord in the Premises for which the Landlord is responsible, work properly. If they need repairing, the Landlord will do so as long as the repairs are needed as a result of reasonable 'wear and tear' or a malfunction not caused by improper use or neglect by the Tenant or Additional Occupant.

## 12. PARCELS AND DELIVERIES

- 12.1. The Landlord will not accept delivery of parcels and mail addressed to the Tenant at the Premises on the Tenant's behalf, unless agreed otherwise with the Tenant in writing depending on availability.
- 12.2. The Landlord will provide one post box per Apartment in the lobby area of the Building for the use of any Delivery Companies.
- 12.3. The Landlord will use reasonable endeavours to arrange access to the post box area for the major Delivery Companies. The Landlord will not be held liable for any damage, loss or inconvenience caused by mis-deliveries, theft etc. arising due to the Delivery Companies not being able to access the Grounds, the Building and/or leaving deliveries anywhere in the Premises or its Grounds.

## 13. TENANT'S OBLIGATIONS

- 13.1. By accepting the keys the Tenant and any additional occupants accept the Apartment as being in good condition and fit for the purposes for which it is let and/or intended to be used on the Tenancy Start Date.
- 13.2. To notify the Landlord in writing of any defects in the condition and repair within 72 hours of the Tenant moving into the Apartment (which means when the Tenant collects the keys for the Apartment). This will be used (allowing for reasonable 'wear and tear' and taking into consideration any faults and defects reported throughout the Tenancy) to assess the state of the Apartment at the end of the Tenancy.
- 13.3. Accept that all the Contents are present in the Apartment and in good condition unless the Tenant lets the Landlord know in writing that items are missing from the Inventory and/or are damaged within 72 hours of moving into the Apartment. The Landlord strongly recommends the Tenant to take pictures of all areas and items provided in the apartment on the day when they collect the keys for their personal records.
- 13.4. Report any accident or incident in or around the Building or its Grounds to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.
- 13.5. Notify the Landlord in writing of any damage or defect in the Apartment and/or the Contents and/or the Building and/or the Grounds within 48 hours of identifying it.
- 13.6. If the Tenant fails to notify the Landlord of any loss or damage within the premises within the timescale stated, the Tenant may be held accountable to pay, for repairs or replacement of any goods, or any parts of the Apartment that were identified as damaged or missing.
- 13.7. Throughout the Tenancy Period the Tenant and any Additional Occupant(s) agree(s) to:
  - 13.7.1. Allow the Landlord (and those authorized by the Landlord) access to the Apartment under the Terms of this Agreement following the Landlord giving a verbal and/or written notice following the

statutory notice period of at least 24 hours, except when in emergencies (floods, fire, electrical faults etc.), to:

- 13.7.1.1. Inspect its condition by the Landlord, Management, Associated 3<sup>rd</sup> Parties within 24 hours of receiving a verbal or written notice;
  - 13.7.1.2. Carry out viewings of the Apartment with prospective Tenants during the last 8 weeks of the Tenancy;
  - 13.7.1.3. Carry out any necessary repairs or alterations to the Apartment or the Building;
  - 13.7.1.4. Carry out repairs and if necessary, replace the service media and any pipes, cables, wires, drains within the Apartment.
  - 13.7.1.5. The Apartment will be checked periodically with the Landlord giving notice at least 24 hours in advance.
- 13.7.2. Notify the Landlord of any employment, contact detail or any other changes to the Tenant's circumstances that the Landlord will need to be made aware of and that could affect the Tenancy.
- 13.7.3. Give notice to the Landlord immediately, of any failure in water, drainage, electrical, gas or other services at the Premises.
- 13.7.4. Promptly report all Emergencies to the Emergency Services where appropriate and to the Landlord using the emergency phone number provided by the Landlord. Tenants are advised to contact the appropriate emergency service on 999 before contacting the Landlord where appropriate.
- 13.7.5. Regularly clean the Apartment and keep it in a tidy condition and to dispose of all refuse in accordance with the directions given by the Landlord in this regard from time to time and as defined in these Terms & Conditions.
- 13.7.6. Not to conduct any form of business, trade, profession or employment or any other commercial activity including casual Agreements resulting in any non-Tenant use of the Premises.
- 13.7.7. Not to use the Apartment's address as a registered or trading address for any kind of business, charity or other non-residential purposes.
- 13.7.8. Not to publically display any promotional material or marketing material anywhere in the Apartment, Premises or its Grounds without Landlord's written consent.
- 13.7.9. Not to bring weapons or any imitations of the weapons to any part of the Building or its Grounds.
- 13.7.10. Not to possess, use, sell or otherwise distribute illegal drugs or controlled substances anywhere in the Apartment, Premises or its Grounds.
- 13.7.11. Not to store illegal drugs or controlled substances in the Apartment, Premises and/or its Grounds; This includes the bike store, bin store, and post box.
- 13.8. Tenants suspected of involvement in illegal drugs or controlled substances activity will be reported to the Police; the Landlord reserves the right to terminate the contract. This is with the exception of prescription drugs prescribed by a licenced Medical Practitioner.
- 13.9. To comply with any restrictions on outdoor activities within the accommodation grounds, e.g. barbeques, ball games, use of bikes etc.
- 13.10. Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises without express written consent from the Landlord.
- 13.11. Not to use the Premises otherwise than as a private living accommodation.

- 13.12. Give written notice to the Landlord of the Building of any intent of absence from the premises for a period of ten consecutive nights or longer.
- 13.13. Not to allow access to unknown or unidentified persons to any part of the Premises. If a Tenant has concerns about unknown or unidentified persons they should not approach them but contact the emergency services or a member of staff for assistance.
- 13.14. To report the loss of any keys to the Premises or to the Building immediately to the Landlord and on Termination of this Tenancy Agreement to immediately return all keys including any fobs, bedroom, post box and balcony keys, provided that in any case it is arranged. Leaving keys will not in any circumstances be deemed as acceptance of Termination of this Agreement.
- 13.15. To give the Landlord copies of any notices, documents, proceedings or letters which relate to the Premises or are addressed to the Landlord or the previous Tenant as soon as the Tenant receives them.
- 13.16. Not to make any alterations or additions to the Premises nor to make any alteration to the decoration of the Premises in any manner which may damage or permanently alter the structure or decoration of the Apartment or place anything outside or on the windows of the Apartment;
- 13.17. Not to make any alterations or additions which will permanently damage the Premises or Grounds.
- 13.18. Not to tamper, force or in any way open the windows of the Building beyond their built-in restrictions.
- 13.19. Ensure that the communal doors, communal gates and Apartment main entrance doors are properly shut securely when not in use. To ensure you report in written communication any communal doors, communal gates and apartments main entrance doors not shutting securely to the Landlord.
- 13.20. Ensure windows and doors are securely closed and locked whenever the Apartment is vacant.
- 13.21. Not to disclose door access codes to anyone or pass the Apartment or Building keys or fobs to anyone not living in the Apartment.
- 13.22. To hold a current TV licence for any TV sets used at the Apartment as required by relevant authorities. The Landlord will not take accountability for this.
- 13.23. To compensate the Landlord for any inconvenience or loss caused by activation of fire safety equipment.
- 13.24. To take reasonable measures to keep the Premises free of vermin for example, mice, fleas or parasites. If the Premises become infested because of the Tenant's actions or negligence, the Tenant will have to pay the appropriate costs of putting this right, any pest control expenses and cleaning of any parts of the Premises which are affected.
- 13.25. Not to keep at the Premises or any part of the Apartment or the Grounds, any dangerous fluids, fuels or materials or those which are deemed as a hazard, flammable, malodourous or which could cause contamination, or which may not keep to fire regulations, or which may cause harm to the environment or human health. However, substances for the purposes for cleaning and other domestic use are permitted as long as they are correctly stored.

#### 14. SMOKING

- 14.1. Smoking is strictly NOT permitted in any indoor area of the Apartment, internal or external communal areas of the Building, Premises and Grounds, including the gardens, bike store car park, bin store, entrances and exits.
- 14.2. Smoking is permitted on the balconies/terraces of the Apartments as long as appropriate precautions are taken by the Tenant to ensure safety and as long as all cigarette waste is disposed of appropriately and safely.
- 14.3. It is not permitted to leave ash trays, cigarette bins or cigarette waste anywhere in the Premises or on its Grounds at any time. This includes balconies and terraces in all Apartments. The Tenants are required to dispose of any cigarette waste safely and properly within their Apartment immediately. As a safety precaution we advise that you use closed ash trays to prevent any waste blowing into your Apartment, neighbours' Apartments or the Grounds of the Premises.

## 15. FIRE SAFETY

### 15.1. The Tenant Agrees:

- 15.1.1. To observe fire and safety precautions at all times.
- 15.1.2. Not to do anything leading to false activation of smoke, heat or fire detectors.
- 15.1.3. Not to set off a fire alarm without due cause. If the Tenant, Additional Occupants or their Visitors set off the fire alarm without proper cause, except for where the fire alarm is set off by regular domestic activities, resulting in attendance of the emergency, maintenance or management services, the Landlord or their agents or the evacuation of the Building, the Tenant shall pay on written demand a sum of £250.00 as required by the relevant emergency, maintenance or management services and will cover any resulting costs incurred by the Landlord.
- 15.1.4. Not in any way to misuse any fire alarm or any fire safety equipment at the Building or tamper with or obstruct any smoke or heat detectors. If the tenant misuses the fire alarm or fire safety equipment the landlord has the right to issue a fine of £250.00 which will need to be paid within 7 days.
- 15.1.5. To respond immediately if the fire alarm at the Building is ringing by following the evacuation procedure displayed in the communal lobby and other areas of the building.
- 15.1.6. To comply with all requirements and recommendations notified by any competent authority in relation to fire precautions and means of escape affecting the Premises including the Buildings and the Grounds.
- 15.1.7. Upon hearing a fire alarm in the Apartment to carefully investigate the cause of the alarm activation. If there is no actual fire, the Tenant must reset the fire alarm in the Apartment by pressing the button on the smoke detector. If there is an actual fire, the Tenant must leave the Apartment and the Building immediately using the closest emergency exit and activate the red call point on the way out. The Tenant must then go to the assembly point and contact the emergency services on 999, call the Landlord on the emergency phone to inform about the fire and not go back into the Building until instructed to do so by the Fire Service or the Landlord.
- 15.1.8. Upon hearing the fire alarm in a communal area such as a corridor or a lobby, the Tenant must leave the Building immediately using the closest emergency exit, go to the assembly point and not go back into the Building until instructed to do so by the Fire Service or the Landlord.
- 15.1.9. Upon discovering a fire in a communal area such as a corridor or a lobby, the Tenant must leave the Building immediately using the closest emergency exit, activate the red call point on the way out. The Tenant must then go to the assembly point and contact the emergency services on 999, call the Landlord on the emergency phone to inform about the fire and not go back into the Building until instructed to do so by the Fire Service or the Landlord.
- 15.1.10. Not to store any items in doorways, on walkways and staircases or anywhere else on the emergency evacuation route. This includes communal/entrance areas such as the lobby, lift. This includes the fire escape route within the apartment.
- 15.1.11. To ensure any personal possessions used in the Apartment meet the minimum standards set by the UK fire, electrical and safety regulations.

- 15.1.12. Not to keep open, wedge or jam open any fire doors, Apartment front doors, communal Building doors, gates and in particular any kitchen doors.
- 15.1.13. Not to have anywhere in the Building, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, oversized woks, candles, incense sticks, oil burners or oil lamps. The tenant will receive an Additional Charge issued by the Landlord if they find the tenant using any of the items listed above.
- 15.1.14. To test the heat and smoke detectors in the apartment on a weekly basis following the instructions provided by the Landlord.
- 15.1.15. To promptly notify the Landlord of any incidents of fire within a part of their Apartment or the communal areas.
- 15.1.16. To promptly notify the Landlord if any firefighting equipment (fire blanket etc.) has been used or damaged and/or is in need of replacement or servicing.
- 15.1.17. Not to leave any cooking unattended at any time.
- 15.1.18. Not to use adapters, extension leads and similar devices if they are not suitable for use in the UK. Not to misuse or overload such devices and only to use them where it is absolutely necessary. Not to use any extensions or adaptors in the kitchen and bathroom areas.
- 15.1.19. Not to use any electrical devices that do not match the voltage of the UK power circuits and not to use any chargers and adaptors that have unsuitable voltage.
- 15.1.20. To maintain the state of the apartment free of fire hazards such as accumulation of rubbish, grease or flammable materials in any part of the apartment and the terrace or balconies.
- 15.1.21. Not to cover the heaters, store any flammable materials by the heaters and/or any other sources of heat and to follow the instructions correctly.
- 15.1.22. To make sure all appliances are turned off correctly before leaving the Apartment vacant for any period of time, and also before going to bed at night.
- 15.1.23. The Tenant and the Additional Occupants are required to dispose of any cigarette waste safely and properly immediately and not to leave any such waste on the balconies/terraces.
- 15.1.24. Not to tamper with any electrical installation or provisions of the Building, Apartment or Grounds.
- 15.1.25. To store any flammable and combustible domestic materials (cleaning chemicals, paperwork etc.) safely and correctly.
- 15.1.26. Not to mix chemical solutions such as cleaning materials as this may cause dangerous chemical reactions.
- 15.1.27. Not to have any open fires, fireworks or barbeques in the Premises and in any part of the Communal Areas of the Building or its Grounds, including the Apartments, balconies, terraces, Communal Garden Spaces, Bin Stores and Car Park Areas.
- 15.2. Tenants found doing this will be issued an Additional Charge of £250.00 in addition to any charges for compensation damage caused by such activities.

## 16. VEHICLES

- 16.1. No car parking spaces are included in the Rent under this Tenancy Agreement. If the Tenant wishes to rent a car parking space in the development an additional agreement needs to be made with the Landlord. This agreement will be separate to the Tenancy Agreement.
- 16.2. An additional monthly fee will be payable for the use of any car parking spaces rented under the Car Parking Space Agreement.
- 16.3. Tenants with Car Parking Agreements agree:
  - 16.3.1. Not to wash any cars or other vehicles anywhere on the Premises (including the Car Park and the Grounds).
  - 16.3.2. Not to park in any reserved, staff or disabled car parking spaces. The Landlord reserves the right to charge the Tenant, additional occupants and their visitors for unauthorised parking at a charge of £50.00

- 16.3.3. To only park in an allocated car parking space as assigned to the Tenant and/or the Additional Occupant by the Landlord.
- 16.3.4. Not to park cars or other vehicles in any undesignated space including any pathway, garden or driveway of the Grounds, including the entrances and exits. The Landlord reserves the right to charge the Tenant, Additional Occupants and their visitors for unauthorised parking at a charge of £50.00.
- 16.4. Except in an emergency, you must not carry out any repairs to any vehicle on any part of the Grounds including the car park. The Exception for this is during a situation in which the vehicle has broken down in an area that it cannot be safely towed away from. The Tenant must inform the Landlord immediately if such situation occurs.
- 16.5. Tenants must store the bicycles only in the area designated by the Landlord and not to store them in the Apartment, balcony, terrace or communal areas of the Building, or any entrances and exits to the Buildings or the Grounds. The Landlord reserves the right to remove any bicycles left in the Building's communal areas or anywhere blocking entrances, exits, public routes of access or services and store them in Landlord's storage facilities. Under such circumstances the Tenant will be issued with a £50.00 storage fee every time. The Landlord will not be liable for any damage, loss or theft of any bicycles stored anywhere on the Premises.
- 16.6. The Tenant will be liable for any damage repair and cleaning charges arising from taking a bicycle into the Building.
- 16.7. The Tenant agrees not to use bicycles, skateboards, scooters or any other form of non-motor transport in the Buildings, all Communal areas and Grounds apart from designated driveways.
- 16.8. The Landlord is not liable for any stolen or damaged vehicles. It is the Tenant's responsibility to make sure that appropriate insurance is arranged for any vehicles that they may park at the Premises and that they are stored in a secured manner by the Tenant or Additional Occupants. When storing bicycles in the bike store, the Tenant must ensure they use the correct lock to secure the bicycle from theft, and ensure all doors are closed when leaving the storage area.

## 17. BEHAVIOUR

- 17.1. The Tenant agrees:
- 17.1.1. Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status) as defined by Liverpool's Selective Licensing Scheme.
- 17.1.2. Not to do, or allow the Additional Occupants or any visitors to do, anything which may be a nuisance or annoyance or cause any discomfort or inconvenience to the Landlord or other Tenants and in particular not to make any noise audible outside the Apartment between the hours of 11pm and 8am.
- 17.1.3. To ensure that there is no excessive noise coming from the Apartment including its balcony/terrace at any time.
- 17.1.4. Not to leave open the entrance doors or gates to any areas of the Premises, including all Buildings and the Grounds and to check that the doors are fully closed and locked when entering or exiting the areas.
- 17.1.5. Not to use the Premises for any illegal purposes.

- 17.1.6. Not to behave in a way that can be perceived as abusive or threatening towards other people in the premises and the surrounding area, including, other Tenants, Visitors and Staff.
  - 17.1.7. Not to engage in lewd or inappropriate behaviour anywhere within internal and external Communal areas or the Grounds.
  - 17.1.8. Not to permit any of the Tenant's (or Additional Occupant's) children, or the children of any Visitors, to play in the Premises unsupervised.
- 17.2. All Visitors are expected to be considerate of the needs of other Tenants and the staff working there and are expected to abide by the same regulations as the Tenant (host) and will be asked to leave the Premises if they do not.
- 17.3. The Landlord reserves the right to refuse entry to any Visitor at their absolute discretion and/or to ask any Visitors who are causing nuisance and/or disruption and/or are behaving in a violent and/or threatening manner to leave the Premises immediately.

## 18. BIN STORE

- 18.1. The Tenant agrees:
- 18.1.1. To dispose of their waste in the appropriate manner and keep the bin store in a tidy, sanitary and neat condition; Notices about refuse disposal and collection procedures in your property will be displayed in your property and in the bin store.
  - 18.1.2. To follow the recycling policy as instructed by the Landlord and the local authority;
  - 18.1.3. Not to leave bulky items such as furniture in or outside the bin store. It is the Tenant's responsibility to arrange the removal of these items. Liverpool City Council provides a free collection service (Bulky Bob's) for removal of large items. It is the Tenant's responsibility to arrange for this collection service or to dispose of these items with any other appropriate provider; Tenants found in breach of this may receive an Additional Charge of £50.00 at Landlord's discretion.
  - 18.1.4. Not to leave any waste, personal belongings or Visitor's belongings in any communal areas of the building, including but not limited to the communal gardens, car park, lobbies, stairways, lifts, outside building entrances/exits, premises or communal gates. If the Tenant fails to do so, the Landlord will ask the Tenant to pay an Additional Charge of a minimum of £50.00 for the Landlord to remove any items and, if appropriate, store it. If the Landlord does this, it will be at the Tenant's own risk.
  - 18.1.5. Not to throw rubbish or water or any other items and substances out of any window of the Premises or to shake any mats or rugs out of the windows;
  - 18.1.6. Not to pour any oil, grease, paint or other substance down any drain or pipe in or around the Premises which might be dangerous or damage the drainage system or any part of the Premises.

## 19. BALCONIES / TERRACES

- 19.1. The Tenant agrees:
- 19.1.1. Not to hang any clothes or other items in any external part of the Premises or in any part of the Grounds including Balconies/Terraces;
  - 19.1.2. Not to obstruct windows and glass panels by putting bulky items in front of them or putting decorations directly on the glass, handrails or external frames;
  - 19.1.3. Not to use handrails, external window sills or glass panels to store, dry or support any items;
  - 19.1.4. To ensure that balconies and terraces are kept in a good clean condition;
  - 19.1.5. Not to keep or leave a bicycle anywhere on the balcony/terrace or to use the area for storage of any kind;
  - 19.1.6. Not to light fires, fireworks or barbecues on the balcony/terrace or in any part of the Premises. Not to place any pots, flowerpots, window boxes or any container of any kind on any external window sill, balcony, terrace or concrete/stone ledge of the Premises or the Building.
  - 19.1.7. Not to place any rubbish, cardboard or other types of refuse on the balconies/terraces.

19.2. Tenants breaching any of these terms will incur Additional Charges.

## 20. DECORATING

20.1. The Tenant agrees:

20.1.1. Not to fix posters, pictures, photographs or other ornaments onto the walls, ceilings or woodwork or any other part of the apartment with nails, screws, glue, sticky tape, Blu-Tack or other similar adhesives or fixtures that could damage the walls. Where such fixtures cause damage to any part of the Apartment or its decoration, the Tenant will have to compensate the Landlord for any such damages.

20.1.2. With the Landlord's permission the Tenant can fix a reasonable amount of items to the walls only if proper picture hooks are used and are suitable for the walls, but the Tenant must not drill in to any walls or surface area in the Apartment.

20.1.3. That, if the Tenant wants to hang large or heavy pictures, ornaments, shelves, coat hooks, brackets for television sets or audio speakers which would require the Tenant to drill into the walls, the Tenant must first obtain written permission from the Landlord which will not be unreasonably withheld following an assessment.

20.2. If the Landlord agrees to fix items to the wall that require drilling, the Landlord will organise maintenance to carry out the works needed. The Landlord will issue a liability disclaimer form for these works and there will be an additional charge for this depending on the work to be carried out.

20.2.1. If the Landlord agrees in writing to allow the Tenant to fix items to the wall themselves, the Tenant will be fully responsible for making sure the fitting is secure for its purpose and for repairing any damages caused by this and to pay any charges for works the Landlord will need to carry out in order to rectify the damage and bring the apartment back to its original standard.

20.3. The Tenant must not wallpaper any areas of the Apartment.

20.4. The Tenant must not paint any areas of the Apartment.

20.5. The Tenant may put down loose carpets or rugs and use anti-slip mats on the floors of the Apartment. The Tenant must not put down carpets which are fitted using any adhesive or nails;

20.6. The Tenant will have to pay the costs of repairing any damage caused to the flooring as a result of failing to keep to this clause.

20.7. The Tenant must not change any of the fixtures and fittings of the apartment. This includes but is not limited to light fittings, sanitary fittings, electrical appliances provided by the Landlord.

20.8. The Tenant must not change any locks, doors and/or decorations fitted in the apartment.

20.9. The Tenant must not change any furniture provided by the Landlord.

20.10. The Tenant must not change or replace the blinds or curtains in the apartment.

20.11. The Tenant must maintain the carpets within the apartment and must not change the carpets provided by the Landlord.

20.12. The Tenant must maintain the standard of the apartment walls if the Tenant, Additional Occupant or their Visitors damage the walls in any way. The Tenant must contact the Landlord in writing to request the correct paint type suitable for the area that needs repair.

## 21. APPLIANCES AND COMMUNAL AREAS

- 21.1. The Tenant must operate the Service Media and electrical appliances in the Apartment in accordance with the manufacturer's instructions and must not change, damage, alter or interfere with them in any way and must ensure that any electrical appliances which are not supplied by The Landlord comply with all relevant standards and regulations.
- 21.2. Information about the correct use of the appliances is provided by the Landlord and can also be requested via e-mail from [lettings@urbansleep.co.uk](mailto:lettings@urbansleep.co.uk).
- 21.3. The Tenant agrees to be fully responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Building by the Tenant, Additional Occupants of the Apartment and/or their Visitors.
- 21.4. The Tenant must keep the Premises and the Landlord's furnishings and appliances in a safe, good, clean condition and must not move any of the said furnishings and items from the Apartment into any part of the Premises including the balconies and terraces and/or must not remove the items from the Premises completely.
- 21.5. The Tenant must not install and/or use any of the following appliances: cookers, hobs, ovens, dishwashers, washing/drying machines, fridges and freezers; except those provided by the Landlord in the Apartment.
- 21.6. The Tenant must not use or allow anyone else to use any lift to carry more goods or more people than the weight or number allowed, as shown in the lift.
- 21.7. The Tenant must not damage electric wires or overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables which are not surge protected when connecting appliances to the mains.
- 21.8. It is the Tenant's responsibility to carry out minor repairs and maintenance, for example:
  - 21.8.1. Where possible, safely clearing away broken glass;
  - 21.8.2. Changing light bulbs;
  - 21.8.3. Replacing batteries in smoke alarms;
  - 21.8.4. Testing heat and smoke detectors on a weekly basis starting from the Tenancy start date;
  - 21.8.5. Maintaining functionality of drains;
  - 21.8.6. Clearing blockages in toilets, sinks, washbasins and shower traps;
  - 21.8.7. Cleaning windows and balcony doors and glass wherever it is safe to do so
  - 21.8.8. Maintaining the bathroom grout & silicone in a clean, white, mould free condition
  - 21.8.9. Ensuring that the apartment is ventilated regularly and using extractors provided in order to provide condensation as per the brochure provided by the Landlord.
- 21.9. The Tenant must keep and look after all appliances provided by the Landlord and notify the Landlord in writing of any damages caused by the Tenant, Additional Occupants or Visitors to any of the appliances supplied and fitted by the Landlord as well as any malfunctions or issues as soon as the Tenant becomes aware of them.
- 21.10. The Tenant must not remove or tamper with any appliances, furnishings or fittings fitted in the Apartment. Additional Charges will incur for the reversal and rectification of any changes made.
- 21.11. The Tenant cannot make any claims against the Landlord or request compensation for any loss or damage caused as a result of an appliance breaking down or damaging their belongings including but not limited to clothes damaged by washer-driers, items damaged by dishwashers and food loss due to fridge or freezer malfunction.
- 21.12.

- 21.13. The Tenant cannot claim against the Landlord for compensation for issues including but not limited to:
- 21.13.1. Any damage that the Landlord's agents, workmen and other staff cause;
  - 21.13.2. Faults occurring anywhere in the Premises;
  - 21.13.3. Any inconvenience the Tenant suffers when the Landlord carries out work to the Premises or Buildings, including Premises or Buildings next door or Buildings the Landlord owns nearby, such as construction work, decorating and/or carrying out repairs or alterations;
  - 21.13.4. Any effect that the lift or other aspect of the building construction or Premises may have on your electrical or communicational equipment;
  - 21.13.5. A situation in which a lift in the Building cannot be used or breaks down;
  - 21.13.6. The Tenant or someone else has an accident caused by a lift.

## 22. FURNITURE

- 22.1. Any items provided by the Landlord to the Tenant as a part of a furniture package remains the property of the Landlord.
- 22.2. Any items provided by the Landlord to the Tenant as part of a furniture package are to be maintained in good condition, with 'wear and tear' taken into account.
- 22.3. Any items provided by the Landlord to the Tenant as a part of a furniture package are to be kept in the Apartment for the duration of the Tenancy.
- 22.4. During the Tenancy the Tenant may request in writing for the Landlord to remove items given in the furniture package during the Tenancy. The Landlord will remove the items where possible. Removal charges will apply. However, the Tenant will still be liable to pay their furniture package fee in full applicable throughout their Tenancy. The Landlord reserves the right to refuse to remove any items of the furniture package where it is not practical or possible at their discretion.

## 23. TERMINATION

- 23.1. The Landlord reserves the right to serve notice to end the Tenancy and take legal action to start eviction procedures immediately if:
  - 23.1.1. The Tenant breaches any of the clauses or obligations contained in this Tenancy Agreement;
  - 23.1.2. The Tenant should fail to pay any of the Rent in accordance with the terms of this Tenancy Agreement;
  - 23.1.3. The Tenant commits any offence or behaves in a violent, threatening or any other anti-social manner which causes nuisance to other persons or endangers the Premises or any persons in or around the Premises;
  - 23.1.4. The Tenant causes significant nuisance to other Tenants, neighbours, staff, Visitors or is involved in illegal activity or endangers or causes damage to any part of the Premises, its Grounds or the neighbourhood of the Premises;
  - 23.1.5. The Tenant uses any part of the Premises or the Grounds for any unlawful purposes.
- 23.2. The Court might grant the Landlord possession in the following circumstances under Section 8 of The Landlord and Tenant Act 1985:
  - 23.2.1. Ground 8 Rent is unpaid at the time of service of Notice seeking possession and at the time of the hearing for a Possession Order;
  - 23.2.2. Ground 10: Rent which is lawfully due from the tenant has not been paid by the time the possession proceedings are started and was owed at the time the Notice seeking possession was served.
  - 23.2.3. Ground 11: the Tenant has a history of often being behind with Rent;
  - 23.2.4. 20.2.3 Ground 12: the Tenant has broken one or more of the clauses set out in this Tenancy Agreement;

- 23.2.5. Ground 13: the condition of the Premises or the Apartment has deteriorated because of the Tenant's, or that of any Additional Occupants or Visitors, behaviour;
- 23.2.6. Ground 14: the Tenant, any Additional Occupant or their Visitors has/have been guilty of causing a nuisance or annoyance, or have broken any of the conditions in this Tenancy Agreement or has/have been convicted of using the Premises, or allowing it to be used, for illegal purposes or has/have committed an offence which they can be arrested for in the Premises or in an area near the Premises;
- 23.2.7. Ground 15: the condition of the Apartment, the furniture and/or the appliances provided by the Landlord has deteriorated because it has been misused, neglected or damaged due to the Tenant, any Additional Occupant or their Visitors;
- 23.2.8. Ground 16: the property was let to the tenant as part of his/her employment with the Landlord and the tenant is no longer employed by the Landlord and the property is needed for another employee.
- 23.2.9. Ground 17: the Landlord gave the Tenancy to the Tenant after the Tenant or a person acting on the Tenant's behalf gave false information. If any of these conditions apply to the Tenant, the Landlord may re-enter the Premises and the Tenancy will end.
- 23.3. However, if any of these conditions apply and the Tenant is living in the Premises, we will not repossess the Premises without getting a court order first. Any action the Landlord takes to repossess the Premises will not restrict or limit any other legal rights the Landlord or the Tenant may have.
- 23.4. The Effect of Termination for any of the actions covered by the clause above will be to end the Tenancy Period but will not release the Tenant from any outstanding obligations and the Tenant will be liable for the outstanding Rent and any Payments due.
- 23.5. Should the Tenant wish to leave the Property prior to the end of the Tenancy, the Tenant shall still remain liable for the Rent of the Premises during any period within the Tenancy when the property is not occupied by a replacement Tenant.

## 24. END OF TENANCY

- 24.1. The Housing Act 1988 states that the Landlord must give the Tenant at least two months' notice in writing to retrieve the Apartment at the end of the fixed term of the Tenancy. The notice the Landlord serves cannot end before the end of the fixed term shown in the Tenancy Agreement accepted by the Tenant using their Online System Account to form this Tenancy Agreement. The Tenant must leave the Apartment at the end of the notice period which will be considered the Tenancy End Date.
- 24.2. The Protection from Eviction Act 1977 protects the Tenant from the Landlord ending the Tenancy immediately. The Landlord must get a court order to repossess the Premises if the Tenant breaks the Tenancy and/or fails to put right or sort out the problem in a reasonable time.
- 24.3. The Tenant's Notice:
- 24.3.1. The Tenant must give the Landlord at least two months' notice in writing when they want to end the Tenancy at the end of the fixed term. The notice must not end before the last date of the Tenancy;
- 24.3.2. The Tenant will still be legally responsible for paying the Rent and for all other responsibilities under this agreement until the notice ends and they have moved out of the Premises.
- 24.4. The Landlord's Notice:
- 24.4.1. The Landlord must give the Tenant at least two months' notice in writing under Section 21 of the Housing Act 1988 to bring the Tenancy to an end at the end of the fixed term of the Tenancy;
- 24.4.2. The notice must not end before the last date of the Tenancy. The Tenant will still be legally responsible for paying the Rent and for all other responsibilities under this agreement until the notice ends and the Tenant has moved out of the Premises;

- 24.5. Just before or immediately after the Tenancy ends, the Tenant must give the Landlord their new forwarding address so that the Landlord can contact the Tenant after the Tenant has left the Premises in order to return the Tenant's Deposit or part of it (this will depend on any charges the Landlord has had to take from the Tenant's Deposit because the Tenant has, for example, damaged part of the Property);
- 24.6. The Tenant must allow the Landlord to give this forwarding address to the providers including, but not limited to: council tax authority and any suppliers of electricity, fuel, water, heating and hot water, telephone services, environmental services or other similar services at the Premises the Tenant arranged whilst living in the apartment and is responsible for.
- 24.7. It is the Tenant's responsibility:
- 24.7.1. To return the Apartment, the Contents and all of the keys/fobs and parking permits relating to the Apartment and the Building and the Grounds to the Landlord at the end of the Tenancy Agreement, in the same condition as recorded on the inventory with reasonable consideration for wear and tear and, by no later than 5 pm on the day the Tenancy ends.
- 24.7.2. To clear all personal belongings and rubbish/waste from the Apartment, failing which, the Landlord shall be under no duty of care towards any belongings left behind and the Landlord will be free to dispose of them as the Landlord sees fit without any liability to the Tenant, Additional Occupants and/or Visitors of the Apartment;
- 24.7.3. To make sure that any refuse/waste is disposed of in the external bins in the Bin Store provided for the purpose;
- 24.7.4. To remove any bulky personal items from the Premises and the Grounds before the Tenancy ends.
- 24.7.5. If the Landlord is required to deal with any arrangements for removal of any rubbish or personal belongings, the Tenant will be charged £10 per bin bag and £50-£100 per bulky item for removal.
- 24.7.6. The Tenant will be liable to pay the full costs of repairing any damage caused by the Tenant, Additional Occupants and/or their visitors and to pay any reasonable Landlord's administration costs. A reasonable allowance for "wear and tear" will be made when assessing repair costs.
- 24.7.7. The Tenant must make sure that the whole Apartment and all of its external areas including the main entrance and the balcony/terrace are thoroughly cleaned including (but not limited to):
- 24.7.7.1. All fixtures and fittings such as shower traps, light fittings;
- 24.7.7.2. Shower & kitchen tiles;
- 24.7.7.3. Silicone, grout white and without mould or discolouration;
- 24.7.7.4. Appliances (inside and out);
- 24.7.7.5. Tops, inside and outside of cupboards;
- 24.7.7.6. All worktops & surfaces;
- 24.7.7.7. Fridges & freezers (clean, emptied & defrosted)
- 24.7.7.8. Furniture (inside and out).
- 24.7.8. The Tenant must ensure all the above is cleaned thoroughly before the end of the Tenancy.
- 24.7.9. Any cleaning beyond a standard light End of Tenancy clean will be charged from the Tenant's deposit.
- 24.7.10. The Tenant must ensure that they have emptied their post box before departure and are responsible for making arrangements for the mail to be forwarded to their new address. The Landlord will not forward any of the mail and will not in any way be held liable for any issues related to mis-delivered mail.
- 24.7.11. Where charges at the end of Tenancy exceed the Tenant's Deposit, the Landlord will invoice any additional costs to the Tenant. The Tenant will have to make a Payment for these charges within 7 days.

## 25. AGREEMENTS AND DECLARATIONS

- 25.1. It is agreed between the Landlord and the Tenant that, if:
- 25.1.1. The whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
  - 25.1.2. There has been a breach, non-performance or non-observance of your obligations; or
  - 25.1.3. Any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply;
- 25.2. Then the Landlord may apply for a Court Order stating that the Landlord shall repossess the Apartment as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either the Tenant or the Landlord may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.
- 25.3. If the Apartment or Building are destroyed, or are otherwise damaged so as to make the Apartment incapable of occupation, then the Landlord or the Tenant may end the Tenancy Agreement by giving the other one week's written notice.
- 25.4. The Landlord reserves the right to make amendments to the rules of conduct in the accommodation and operational schedules and provide written notification of any amendments. The latest version of the Landlord's rules of conduct in accommodation and operational schedules can be found at the Urban Sleep office of your premises. This will not affect the main Terms and Conditions of the Tenancy Agreement.

## 26. GUARANTEE

- 26.1. The Landlord may request for the Tenant to find a suitable Guarantor before issuing a Tenancy Offer or at any time during the Tenancy should the Tenant's financial circumstances change.
- 26.2. A suitable Guarantor must be in full time employment and demonstrate their ability to perform the Tenant's financial obligations by providing:
- 26.2.1. Copies of payslips;
  - 26.2.2. Copies of recent bank statements;
  - 26.2.3. A copy of photo identification;
  - 26.2.4. A copy of proof of residence;
  - 26.2.5. The period of time with the Guarantor's current bank.
- 26.3. The Guarantor may be asked to undergo a Credit Check with the Landlord's preferred Credit Check Agent and if so will be asked to pay a non-refundable Credit Check fee specified by the Landlord at the time.
- 26.4. The Guarantor and the Tenant will also be evaluated using an internal affordability check, based on the documents provided.
- 26.5. The Landlord may require that international documents are provided with a copy of a certified translation.
- 26.6. In the case of a sponsorship, a letter confirming the sponsorship must be provided with full contact details for the person, company, university or institution in charge of the sponsorship funds.

## 27. GUARANTOR'S OBLIGATIONS

- 27.1. By submitting an Application, the Tenant and the Guarantor are agreeing that the information provided to the Landlord is, to the best of their knowledge, true and that the Tenant and the Guarantor have no objection to the information being verified if necessary, including Credit Checks carried out by the Landlord's preferred agent.
- 27.2. The Guarantor and the Tenant also understand:
- 27.2.1. That in the event of defaulting in respect of the covenants as a Guarantor, any such default may be recorded with a credit referencing agency who may supply information to other credit companies or insurers and the information disclosed in the Application and the Tenancy Offer may be disclosed in order to recover any charges due or to trace the Tenant's and the Guarantor's whereabouts.
- 27.2.2. That if the Tenant fails to pay any Rent or Payments, the Guarantor will be liable and will pay upon demand the sum owing. The Guarantor understands that if any information provided by the Tenant or the Guarantor within this document is found to be untrue, it can be a reason for immediate termination of the Tenancy.
- 27.2.3. The Guarantor's guarantee is liable for the whole period of the Tenancy. The Landlord lets the Premises to the Tenant at the Rent stated on the Tenancy Offer for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms. In consideration of the Landlord entering this Agreement, the Guarantor agrees to guarantee the obligations of the Tenant contained in this Agreement.

## 25. SEVERABILITY

25.1 If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

25.2 By accepting our Tenancy Offer and making your prepayment and Deposit payment, the Tenant hereby accepts that the Tenant has read and agrees to the Terms and Conditions of this Tenancy Agreement. This Agreement is a legally binding contract.