

**BEYOND THE BOX STUDENT LIMITED  
STANDARD TERMS AND CONDITIONS OF RESIDENCE 2019-20**

1	DEFINITIONS AND INTERPRETATION.....	2
1.1	<b>Definitions</b> .....	2
1.2	<b>Interpretation</b> .....	4
2	AGREEMENT.....	5
3	STUDENT’S OBLIGATIONS.....	7
3.1	<b>Financial obligations</b> .....	7
3.2	<b>Care of the Accommodation and Shared Areas</b> .....	9
3.3	<b>Restrictions on using the Accommodation</b> .....	11
3.4	<b>Visitors</b> .....	13
3.5	<b>Health and Safety</b> .....	13
3.6	<b>Security</b> .....	16
3.7	<b>Privacy and access</b> .....	17
3.8	<b>At the end of the Period of Stay</b> .....	18
3.9	<b>Official notices</b> .....	19
3.10	<b>Complying with the law</b> .....	19
4	BTB’S OBLIGATIONS.....	20
4.1	<b>Role of BtB as managing agent</b> .....	20
4.2	<b>Care of the Building</b> .....	20
4.3	<b>Council Tax</b> .....	21
4.4	<b>Insurance</b> .....	21
5	HOW THE CONTRACT MAY COME TO AN END.....	21
5.1	<b>When the Period of Stay expires:</b> .....	21
5.2	<b>Termination by the Student before the Period of Stay expires</b> .....	22
5.3	<b>Termination by BtB before the Period of Stay expires</b> .....	24
5.4	<b>Relocations and transfers</b> .....	25
6	THE DEPOSIT.....	26
7	STATUTORY INFORMATION.....	27
7.1	<b>Landlord and Tenant Act 1987</b> .....	27
7.2	<b>Housing Act 1988</b> .....	27
7.3	<b>Contracts (Rights of Third Parties) Act 1999</b> .....	28
7.4	<b>Consumer Protection (Distance Selling) Regulations 2000 (as amended)</b> .....	28
7.5	<b>Provision of Services Regulations 2009</b> .....	28

8	MISCELLANEOUS .....	29
8.1	<b>Repair and maintenance service</b> .....	29
8.2	<b>Internet</b> .....	29
8.3	<b>Notices</b> .....	29
8.4	<b>Data Protection</b> .....	30
8.5	<b>Limitation of liability</b> .....	30
8.6	<b>Complaints</b> .....	31
8.7	<b>Advertising</b> .....	31
8.8	<b>Disruption caused by works</b> .....	31
8.9	<b>If BtB does not enforce the Student’s contract immediately</b> .....	32
8.10	<b>Governing law and jurisdiction</b> .....	32
9	TWIN ROOMS.....	32
10	JOINT TENANCIES .....	34
11	SCHEDULE OF CHARGES .....	35

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these terms and conditions, the words and expressions shown in bold print have the meaning given next to them:

**“Accommodation”** means a bedspace, study bedroom or studio in the Building, of the type specified in the Offer, to be allocated to the Student by BtB at the start of the Student’s occupancy and any other bedspace, study bedroom or studio that BtB may allow the Student to occupy from time to time;

**“Accommodation Fees”** means the amount specified in the Offer as the fees payable by the Student for occupation of the Accommodation, and which are payable in advance in the instalments and on the Payment Dates specified in the Offer;

**“Applicable Terms”** means these terms and conditions and any other applicable terms referred to in the Offer. The Offer and the Student’s contract incorporate all the Applicable Terms.

**“Booking Fee”** means a non-refundable administration fee. Where a Booking Fee is payable, the amount is set out in the Offer and is payable by the Student at the time of accepting the Offer. If no Booking Fee is specified in the Offer, there is none to pay.

**"Building"** means the building specified in the Offer;

**"Check-in Pack"** means the information pack issued by BtB to the Student at check-in;

**“Connection Fee”** means a single non-refundable payment of the amount specified in the Offer, which is a contribution towards any internet connection and the licence for any televisions

provided by BtB. Not all offers include a connection fee. The connection fee does not include licence fees for any televisions which are not provided by BtB.

**"Contents"** means fixtures, fittings, furniture equipment, keys, passes and other items belonging to BtB. BtB will provide the Student with a list of these at the beginning of the Period of Stay. A list of Contents typically provided with the Accommodation is given on the website [www.beyondthebox.com](http://www.beyondthebox.com)

**"Deposit"** means a security Deposit and is payable when the Student accepts the Offer. The Deposit will become security for the performance of the Student's obligations, and the discharge of the Student's liabilities, in the Student's contract for the Accommodation. BtB will hold the Deposit as security for the Student taking a tenancy or licence of the Accommodation. **If the Student does not take the tenancy or licence, BtB will be entitled to keep the full Deposit** to cover the cost of processing the Student's application (unless the Student cancels within the cooling-off period referred to in clause 5.2.2).

**"Flat"** means a self-contained housing unit that occupies only part of the Building.

**"Guarantor"** means an adult (other than the Student):

- (a) whose only or main residence is in the United Kingdom of Great Britain and Northern Ireland; and
- (a) who satisfies BtB's reasonable requirements regarding evidence of their identity, place of residence and occupation;
- (b) who will guarantee the Student's performance of his/her obligations in the Student's contract with BtB including the payment of Accommodation Fees; and
- (c) who will indemnify (pay compensation to) BtB against any claim, loss or expense arising from the Student's failure to comply with his/her obligations.

**"Instalment Fee"** means a single non-refundable payment of the amount specified in the Offer, payable by the Student if the Student chooses to pay in instalments;

**"Insured Risks"** means the risks of fire and such other risks as BtB may decide to insure against. A copy of the insurance policy is available from BtB on request;

**"Interest"** means interest at the rate of 3% per annum above the base lending rate of Barclays Bank plc on any sum which has not been paid by the due date, calculated on a daily basis from the due date for payment until actual payment;

**"BtB"** means BEYOND THE BOX STUDENT LIMITED (company number 10894447) whose registered office is at Fitzroy House, Crown Street, Ipswich, United Kingdom, IP1 3LG. Telephone: 01206 982290. Email: [info@beyondthebox.com](mailto:info@beyondthebox.com). BtB does not accept communications by fax. "BtB" includes any person with an interest in the Building for whom BtB acts as managing agent.

**"Offer"** means the offer of Accommodation made to the Student by BtB and accepted by the Student;

**"Period of Stay"** means the licence or letting period (as applicable) set out in the Offer;

**"Payment Dates"** means the dates for paying the instalments of Accommodation Fees, set out in the Offer;

**"Promotions"** means any discounts, incentives, or special offers referred to in the Offer, or in writing.

**"Regulations"** means the rules and regulations imposed from time to time by BtB in relation to the Building. These may include instructions on fire safety, health and safety, security, or any other reasonable subject relating to the management of the Building.

**"Scheme Administrator"** means the administrator of the authorised tenancy deposit protection scheme that will be used by BtB, namely The Deposit Protection Service (sometimes referred to as DPS). Further information is given in clause 6 of these terms and conditions).

**"Student"** means the student named in the Offer (and where there is more than one student permitted to occupy the room, **"Student"** means either or both of them, as the context requires) and who is a full-time registered or prospective student of a recognised higher educational establishment;

**"Shared Areas"** means those parts of the Building or a Flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas);

**"Utility Charge"** means a single non-refundable payment towards utilities and service charge for the Building of the amount (if any) set out in the Offer, and which is payable by the Student at the time of accepting the Offer;

**"Written"** and **"Writing"** include communications by e-mail to the intended recipient's last-known e-mail address. Communications by fax are not valid for the purposes of the Student's contract.

## 1.2 Interpretation

1.2.1 In these terms and conditions, unless the context requires otherwise, any reference to:

- (a) a clause is to a clause of these terms and conditions;
- (a) a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same, and statute or statutory provision of which it is a consolidation, re-enactment or replacement and any subordinate legislation in force under any of the same from time to time;
- (b) "contract" is a reference to the agreement described in clause 2.1;
- (c) the masculine, feminine or neuter gender includes the other genders, references to the singular include the plural, and vice versa, and references to persons include organisations;
- (d) the Building, the Flat or the Accommodation includes any part of that Building or Flat (including the Accommodation) or any part of the Accommodation;
- (e) BtB includes any person with an interest in the Building on whose behalf BtB has agreed to manage the Building.

- 1.2.2 The words and expressions defined in these terms and conditions shall have the same meanings where they occur in any Applicable Terms.
- 1.2.3 An obligation on the Student not to do an act or thing includes an obligation to not permit that act or thing being done and an obligation to ensure that the Students invited visitors do not do that act or thing;
- 1.2.4 Where these terms and conditions give a list of examples the list is given as an illustration and is not an exhaustive list. Words such as “includes” or “including” do not limit the meaning of a clause.
- 1.2.5 All sums in the Offer and in these terms and conditions are shown exclusive of any applicable VAT.
- 1.2.6 A “day” is a calendar day, and includes weekends and bank holidays. A “working day” does not include weekends, bank holidays or customary holidays.
- 1.2.7 If a court judges any part of the Applicable Terms to be void or for any other reason unenforceable then those parts shall be deemed to be deleted and shall not apply to the Student’s contract but the remaining parts of the Applicable Terms shall.
- 1.2.8 Any rights or powers reserved to the BtB in these terms and conditions may be exercised by any person with an interest in the Building for whom BtB acts as managing agent.

## 2 AGREEMENT

- 2.1 On the date BtB notifies the Student that the booking process is complete, a legally binding agreement (also known as a contract) will be formed. The contract will be between (1) BtB and (2) the Student. Once the Student’s contract has been formed, it may only be terminated as set out in these terms and conditions. For the avoidance of doubt, no contract is formed until BtB notifies the Student that the booking process is complete.
- 2.2 The contract will consist of (a) the Offer (b) these terms and conditions.
- 2.3 The documents listed in clause 2.2 will constitute the entire agreement between the parties. If any variation to these documents is agreed, BtB will confirm the variation to the Student in writing.
- 2.4 The Student and Guarantor where applicable, agree to accept service of documents by email.
- 2.5 When the contract is formed, the BtB agrees to provide the Accommodation to the Student for the Period of Stay and BtB agrees to comply with its obligations in these terms and conditions. In return the Student agrees to comply with his/her obligations in these terms and conditions throughout the Period of Stay.
- 2.6 The contract is personal to the Student. The Student is not entitled to transfer their contract to anyone else or allow someone else to live in their Accommodation. (Some bedspaces are in shared rooms and special terms apply: see clause 9).
- 2.7 The Accommodation includes the following:
- 2.7.1 the right to use the Contents in the Accommodation for their intended purpose;

- 2.7.2 the right (jointly with other residents) to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;
- 2.7.3 heating, lighting, water and power supply to the Shared Areas;
- 2.7.4 insurance of the Building and its Contents (but **not** insurance of the Student's personal belongings);
- 2.7.5 reasonable cleaning of the Shared Areas outside Flats
- 2.7.6 subject to the Student having paid any applicable Utility Charge, heating, lighting, water and power supply to the Accommodation up to the amount typically used in comparable accommodation (but the Student must pay for any consumption which BtB reasonably considers to be excessive);
- 2.7.7 rubbish disposal from the designated bin store areas at the Building.

2.8 The Accommodation **does not include** the following:

- 2.8.1 council tax;
- 2.8.2 payment for use of the laundry;
- 2.8.3 licence for television (including internet provider television) used in the Accommodation, unless the television is provided by BtB;
- 2.8.4 personal possessions insurance;
- 2.8.5 cleaning Shared Areas inside a Flat;
- 2.8.6 refuse removal from Flats or any Shared Areas other than the designated bin stores;
- 2.8.7 charges for excessive consumption of heating, lighting, water and power supply (as compared with the amount typically used in comparable accommodation).

2.9 If BtB allows a person to take occupation without completing the booking process, that person will occupy on the basis of these terms and conditions. They shall be liable to pay the Accommodation Fees normally applicable to the Accommodation from the time they begin occupation until the end of the advertised Period of Stay.

### 3 **STUDENT'S OBLIGATIONS**

#### 3.1 **Financial obligations**

- 3.1.1 The Student must pay the Accommodation Fees to BtB either:
  - (a) in full on or before the date for full payment specified in the Offer; or
  - (b) in the instalments specified in the Offer, on the Payment Dates.

- 3.1.2 If the Student pays in full by the full payment deadline specified in the Offer, the Student does not need to nominate a Guarantor. If the Student chooses to pay by instalments, the Student must at the same time provide details of a Guarantor to BtB. BtB will send the Offer to the Student who must complete and sign the tenant part of the Offer. If the Student has nominated a Guarantor, the Guarantor must complete and sign the guarantee part of the Offer. The fully signed document must be returned to BtB by the date stipulated in the Offer.
- 3.1.3 Accommodation Fees are payable "in advance". This means that if the Student's contract ends between one Payment Date and the next, or if the Student paid the Accommodation Fees in full before the start of the Period of Stay, refunds of pre-paid Accommodation Fees will only be made if BtB agrees to them.
- 3.1.4 The Student shall not reduce any payment of Accommodation Fees by making any deduction from them or by setting any sum off against them for any reason.
- 3.1.5 The Student shall not withhold Accommodation Fees that are due for payment, for any reason.
- 3.1.6 The Student must pay any applicable Connection Fee, Instalment Fee and Utility Charge to BtB on the first Payment Date. The Offer will state which (if any) of these charges applies.
- 3.1.7 If any instalment of Accommodation Fees, or other payment which is due under these terms and conditions, is not paid by the due date the Student must pay BtB interest on the late payment, calculated daily at 3% above the Bank of England base rate and these sums become payable within 14 (fourteen) days of BtB asking for them. Our Arrears Policy can be found on our website [www.beyondthebox.com](http://www.beyondthebox.com).
- 3.1.8 Promotions are conditional on the Student making all payments due under their contract at the specified times. If the Student does not pay BtB the amounts due on the due dates, BtB may revoke any or all Promotions and may make a proper and reasonable charge for any Promotions which the Student has already received.
- 3.1.9 The Student must pay BtB the Deposit at the time of making the application for the Accommodation.
- 3.1.10 If at any time during the Period of Stay the Student is not eligible for council tax relief, the Student must pay all the council tax which is due as a result of the Student occupying the Accommodation (by paying it to BtB, within 14 days of BtB asking for it). The Student must produce a valid council tax exemption certificate within 7 days of BtB asking to see it.
- 3.1.11 The Student must pay BtB, within 14 days of request:
- (a) the reasonable costs properly incurred by BtB in preparing for and/or taking enforcement action against the Student as a result of the Student's failure to comply with these terms and conditions, including the late or non-payment of Accommodation Fees and failure to vacate the Accommodation once the Student is no longer entitled to occupy it;
  - (b) the reasonable costs incurred by BtB of reinstating the Accommodation and Contents to the condition they were in at the start of the Period of Stay if the Student

does not care for them as required by these terms and conditions (a list of typical charges appears in clause 11);

- (c) a fair proportion of the reasonable costs incurred by BtB for reinstating the Shared Areas and their Contents to the condition they were in at the start of the Period of Stay if the occupiers entitled to use them do not care for them as required by these terms and conditions and BtB cannot (after making a reasonable attempt) identify the culprit(s);
- (d) all costs and expenses incurred by BtB in defending or settling any claim brought by a third party as a result of the Student's actions or negligence and any compensation reasonably paid or ordered to be paid to a claimant (this includes any charges made by emergency services as a result of false alarms) and a fair proportion of the costs and expenses incurred by BtB if the claim relates to the Shared Areas or their Contents and BtB cannot (after making a reasonable attempt) identify the culprit(s);
- (e) compensation and all costs and expenses for damage or losses sustained by BtB as a result of any act or neglect of the Student's invited visitors;
- (f) the cost of supplying electricity gas water and/or internet services over and above the amount typically used in comparable accommodation;
- (g) the reasonable costs properly incurred by BtB in connection with any request the Student makes for a change to their contract (for example, a change to the identity of the Guarantor, or a change in the method of payment). Details of charges are available from [www.beyondthebox.com](http://www.beyondthebox.com). Nothing in this clause implies that the Student is entitled to demand changes to their contract. BtB has complete discretion whether to agree to a request for a change to the contract, and the onus is on the Student to show that there is a good reason why BtB should agree.

### **3.2 Care of the Accommodation and Shared Areas**

- 3.2.1 The Student must keep the Accommodation and its Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Student must return the Accommodation and its Contents to BtB in good clean condition and cleared of all the Student's personal belongings and rubbish.
- 3.2.2 Jointly with the other occupiers entitled to use them, the Student must keep the Shared Areas and their Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Student must remove all their personal belongings and rubbish from the Shared Areas.
- 3.2.3 The Student must pay BtB the proper and reasonable costs of cleaning the Accommodation and Contents if the Student does not leave them clean at the end of the Period of Stay.
- 3.2.4 The Student must pay BtB a fair share of the proper and reasonable costs of cleaning the Shared Areas and Contents if the occupiers do not leave them clean at any time during the Period of Stay.

- 3.2.5 At any time during the Period of Stay, BtB may serve notice on the Student if the Accommodation is not being kept in the condition required by these terms and conditions. The notice will give the Student 2 days to bring the Accommodation back to the required condition. If the Student does not do the work specified in the notice, BtB may arrange for the work to be done, and the Student must then pay for the costs of the work. BtB may also serve notice on the Student and other occupiers if the Shared Areas assigned to the Accommodation are not being kept in the condition required by these terms and conditions. The Student and other occupiers will have to pay for the work specified in the notice if they have not done it themselves within 2 days of the notice.
- 3.2.6 Cleaning charges are payable within 14 (fourteen) days of BtB's invoice. If they are not paid by the due date, BtB may charge the Student Interest.
- 3.2.7 The Student must not alter, decorate, damage or attempt to repair any part of the Building or its Contents, or remove any Contents. The following are examples of what will be treated as alterations or damage:
- (a) erecting wireless or TV aerials or satellite dishes; installing cable TV
  - (b) overloading electrical installations
  - (c) blocking pipes, drains or taps (fat, sanitary products, baby wipes and hair are the worst offenders)
  - (d) allowing showers, baths, sinks or basins to overflow
  - (e) marks or holes where things have been fixed to the walls, floors or ceilings
  - (f) burns and scorch marks
  - (g) changing, removing or adding locks to windows or doors
  - (h) cracks or breakages of glass, or removal of any glazing
  - (i) changing or damaging floor coverings
  - (j) removing, replacing or installing curtains, blinds or fixings for them
- 3.2.8 The Student must report any damage to the Building or its Contents as soon as practicable after the Student becomes aware of it. In an emergency, the Student should contact a member of BtB staff immediately. In other cases, the Student should make the report using BtB's electronic repair and maintenance service (details to be provided to the Student at the start of the Period of Stay). If the Student fails to report damage and as a result the damage becomes worse, the Student must pay BtB for the additional damage that could have been prevented. **The Student should not attempt to carry out any repair.**
- 3.2.9 The Student will not have to pay BtB for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. The Student will have to pay BtB for damage over and above this level, including accidental damage, unless the insurer pays for it. BtB has discretion whether or not to claim against the insurance, because of the effect this

may have on future premiums. BtB will exercise its discretion reasonably. For example, BtB will not ask the Student to pay for damage caused by natural flooding, but BtB may ask the Student to pay for damage caused by the Student's carelessness or deliberate acts.

- 3.2.10 The Student should notify BtB within 2 days of taking occupation if there is any discrepancy between the condition of the Accommodation as described on the check-in report and the condition of the Accommodation as they find it. If the Student does not notify a discrepancy to BtB at the start of their occupancy, the Student may find it difficult to claim later that any damage was already present at check-in.
- 3.2.11 The Student must pay BtB a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if BtB is reasonably satisfied that the damage or removal was caused by an occupier of the Building or their invited guest(s) but (after making reasonable investigations) BtB has not been able to identify the culprit.
- 3.2.12 Charges for alterations, redecoration, damage and missing Contents are payable within 14 days (fourteen) days of BtB's invoice. If they are not paid by the due date, BtB may charge the Student Interest.

### **3.3 Restrictions on using the Accommodation**

- 3.3.1 The Student may use the Accommodation for residential and study purposes only. The Student may not use the Accommodation for business purposes, auctions or public meetings, or for any purpose which is illegal, or which is widely believed to be immoral.
- 3.3.2 The Accommodation is for occupation by the Student only. The Student must promptly notify BtB if the Student is not a registered student at any time during the Period of Stay. The Student will reimburse BtB for any costs incurred as a result of the Student losing their student status or failing to notify BtB.
- 3.3.3 The Student must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. The Student will not neglect to do something if that neglect is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. Examples of things that are commonly regarded as nuisance are:
  - (a) noise – whether from loud conversation, musical instruments, electrical devices, banging doors or any other source: if it can be heard outside the room where the noise occurs, it is probably too loud. Noise carries a long way at night and BtB may restrict access to gardens and other Shared Areas if people using them are causing a nuisance to others
  - (b) lighting from televisions, computer screens and lamps (close the blinds)
  - (c) smells – ventilate the kitchen when cooking, wrap and clear away waste food, comply with No Smoking rules, don't use incense or powerful air fresheners
  - (d) having frequent or numerous guests (see also clause 3.4)
  - (e) causing obstructions in the Shared Areas

- (f) leaving Shared Areas dirty after use
  - (g) handing out leaflets, or posting them under doors
  - (h) running a business from the Building
- 3.3.4 The Student must not place washing to dry on radiators or in direct contact with any other heated surface inside or outside the Accommodation. If drying or airing laundry in the Accommodation, the Student must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, the Student must pay for the damage (this will normally be a proportion of redecorating costs, and the cost of cleaning or replacing textiles, after allowing for depreciation). The Student must not place washing to dry in any of the Shared Areas which is not a room provided by BtB specifically for that purpose. (Not all developments have a drying room).
- 3.3.5 The Student must not display any notice or poster (other than a note of a domestic nature, such as "Back in 10 minutes") which is visible from outside the Accommodation, and must not hang or place any item outside the Accommodation.
- 3.3.6 Except for an animal trained to assist with a disability, the Student must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Building. The Student is advised to notify BtB before accepting their Offer if they intend to bring an assistance animal, because BtB may need to make reasonable adjustments to accommodate it. The Student must pay BtB for any damage which an animal causes in the Building if the damage is beyond fair wear and tear. If the Student has an assistance animal, the Student is responsible for keeping the animal under control and ensuring it does not cause a nuisance to others. If the Student is allergic to animals, s/he is also advised to notify BtB as soon as possible after receiving their Offer, so that BtB can try to avoid allocating the Student a bedspace which is close to an animal.
- 3.3.7 The Student must not keep any vehicle in their room unless it is a wheeled chair. For the purposes of these terms and conditions, "vehicle" includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares. "Vehicle" excludes skateboards, roller skates (which may be kept but not used in the Building), and small cycling tools or apparatus such as inner tubes, tyre levers and brake pads.
- 3.3.8 Where parking or other vehicle restrictions apply at the Building (this will be made clear in the advertising for the Building) the Student must not park or allow any visitor to park or leave any vehicle at the Building without the valid applicable permit. Where a permit system operates, the Student (and visitors) must comply with any conditions applicable to the permit. These will be made known when the permit is issued. The issuing of permits is subject to availability and at in BtB's discretion (with preference being given to those with mobility impairment). Charges may apply at some developments, and these will be made clear in the advertising for the Building.
- 3.3.9 The Student must not use a television set (or view television in the Accommodation by any other means requiring a television licence) without the applicable licence. If BtB provides a television in the Shared Areas, the Accommodation Fees include the television licence fee for using that television in the Shared Areas.

### 3.4 Visitors

- 3.4.1 Joint tenants may not have overnight visitors (see clause 10.5).
- 3.4.2 In rooms that are not let on a joint tenancy (ie single rooms and twin rooms), the restrictions in clauses 3.4.3 to 3.4.7 apply.
- 3.4.3 The Student may have visitors at reasonable times, with reasonable frequency, provided that visitors do not cause a nuisance or annoyance to other residents in the Building. The Student may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that does not cause a nuisance or annoyance to other residents in the Building. The Student must not host any party in the Shared Areas.
- 3.4.4 The Student is responsible for all visitors they invite into the Building and if BtB or anyone else suffers loss, damage or injury as a result of the visitor's actions or negligence, the Student must indemnify (pay compensation to) the person or persons affected, and may also be liable to pay their legal fees and expenses.
- 3.4.5 The Student must co-operate if a member of BtB staff requests a visitor to leave the Building.
- 3.4.6 The Student must not allow anyone else to live in the Accommodation or in any of the Shared Areas.
- 3.4.7 Additional restrictions on visitors apply to occupiers of twin rooms: see clause 9.1.10.

### 3.5 Health and Safety

- 3.5.1 The Student must have proper regard for their own safety and the safety and welfare of other people whilst at the Building, and take reasonable precautions to avoid the risk of injury.
- 3.5.2 The Student must not use or keep any item at the Accommodation which is likely to present a risk to themselves or others in the Building. Examples of such items are:
  - (a) firearms (even if licensed), BB guns, air pistols, air rifles or any other item which is a weapon, replica weapon or which BtB reasonably believes the Student intends to use as a weapon
  - (b) combustible, flammable, inflammable, or explosive materials except in very small quantities normally used in homes, such as paper, hair-spray, paper, aerosols. **Cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, paraffin heaters or any other heating equipment, lamps or other lighting equipment and deep fat fryers must not be kept or used in the Building (this excludes lighting and heating equipment provided by BtB).**
  - (c) drugs or any other thing which it is illegal to use or possess
- 3.5.3 The Student must not in any way interfere with or mis-use any item in the Building for the prevention or detection of fire or fire-fighting. Examples of interference or mis-use include:

- (a) covering smoke alarms
- (a) smoking in No-Smoking areas
- (b) setting off alarms without good reason
- (c) propping fire doors open
- (d) removing or defacing fire exit signs
- (e) obstructing or misusing escape routes
- (f) removing or mis-using fire extinguishers or other fire-fighting equipment

For the safety of residents, fire and smoke detection equipment in the Building is extremely sensitive. It may be activated by spraying perfume, air freshener or other aerosols, steam from showers or kettles, burning toast or other food. BtB will caution the Student if the Student accidentally activates fire or smoke detection equipment for the first time. If the Student accidentally activates the equipment a second or subsequent time, BtB may charge the Student for the proper and reasonable costs of re-setting the equipment and logging the incident. The Student must pay BtB those costs within 7 days of BtB asking for them. BtB will charge the Student for deliberately activating equipment without good reason, even if it is the first time.

The Student must attend a fire drill arranged by BtB. Details of when this will be held will be made available when, or soon after, the Student takes occupation.

- 3.5.4 The Student must not smoke in or on any part of the Building unless they are in a designated smoking area.
- 3.5.5 The Student must treat BtB staff, and others in and around the Building with respect and must not use threatening, abusive or violent language or behaviour towards others or bully or harass them.
- 3.5.6 If the Student wishes to use their own electrical appliance in the Building, the appliance must first pass a portable appliance test and the Student must show evidence to BtB that the appliance passed the test within 6 months of the start of the Period of Stay.
- 3.5.7 The Building's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. The Student must not act or be careless in a way which increases the likelihood of an Insured Risk occurring. Failure to comply with these terms and conditions, particularly those relating to health, safety and security, is likely to increase the likelihood of an Insured Risk occurring. If the Student's actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, the Student must pay BtB for that loss or damage. If the Student's actions or carelessness cause the insurer to increase the insurance premium, the Student must pay BtB the amount of the increase. The Student must pay these sums within 7 days of BtB asking for it.
- 3.5.8 The Student must immediately comply with the requests and directions of BtB staff where these relate to health and safety or security and must promptly leave the Building if the fire or smoke alarm sounds.

- 3.5.9 The Student must notify BtB promptly if the Student becomes aware of any hazard (for example trip hazards, broken glass, vermin, or electrical faults) in the Building, or of any fire or other incident resulting in or likely to result in injury or damage.
- 3.5.10 In some buildings, the windows have safety mechanisms to prevent them from opening to the extent where there is a risk of someone falling out. The Student must not override or adjust any such safety mechanisms or any other window fittings.
- 3.5.11 To reduce the risk and impact of fire, the Student must obtain written consent in advance from BtB before bringing any of the following items into the Building. BtB may refuse to give consent if (in its reasonable opinion) the item is a potential hazard.
- (a) upholstered furniture;
  - (a) beds, upholstered headboards, mattresses;
  - (b) sofa-beds, futons, other convertible seating-sleeping items;
  - (c) scatter cushions, seat pads
  - (d) loose or stretch covers for furniture;
  - (e) electrical appliances (see clause 3.5.6 for test requirements);
- 3.5.12 BtB's consent is not required for
- (a) pillows, duvets, blankets or sleeping bags;
  - (a) sheets, pillowcases, valances, loose mattress covers;
- 3.5.13 The Student must comply with all notices and guidance relating to health and safety which may be posted in the Building or circulated by BtB from time to time.
- 3.5.14 The Student is required to provide BtB with contact details of an adult relative or other suitable person (Nominated Person). The Student agrees that BtB may contact and inform the Nominated Person in case of emergency or if in the reasonable opinion of BtB there is cause for concern for the health, safety or welfare of the Student. BtB is not liable for any damage, loss, illness or injury which the Student suffers as a result of BtB being unable to contact the Nominated Person or if the Student has not provided accurate contact details for the Nominated Person.
- 3.5.15 BtB staff may remove any item from the Building which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item is illegal, BtB may hand it over to the police, without liability to the Student or the owner of the item. If the item is perishable or a living thing, BtB will dispose of it in the way BtB considers to be appropriate, without liability to the Student (and the Student shall be liable to pay any compensation due to the owner of the item if it does not belong to the Student). Otherwise, BtB will give the Student a receipt for the item and will store it until the end of the Period of Stay. The Student will be liable for reasonable storage costs and must pay these within 14 days of BtB's invoice. If the Student has not collected the

confiscated item within 7 days after the end of the Period of Stay, BtB may dispose of the item in accordance with clause 3.8.5.

### 3.6 Security

- 3.6.1 During the period of stay the Student must not leave the Accommodation unoccupied for more than two weeks without first notifying BtB.
- 3.6.2 The Student must close (and if the window has a locking function, must lock) the window(s) of the Accommodation before leaving the Accommodation and must not leave the door of the Accommodation propped or wedged open at any time.
- 3.6.3 The Student must close (and if the window has a locking function, must lock) the window(s) of any Shared Areas if they are the last person to leave that area.
- 3.6.4 The Student must ensure that the external door is locked after they enter or leave the Building.
- 3.6.5 The Student should not allow any person into the Building unless they know who they are or the visitor shows satisfactory identification. For their own safety and that of other residents, the Student should use reasonable efforts to make sure that an intruder or potential intruder does not follow them into the Building. The Student is under no obligation to endanger their personal safety. If they are afraid to challenge a potential intruder, or if they are followed into the Building by someone whom they do not know to be a resident, they should follow the procedure issued by BtB at check-in.
- 3.6.6 If the Student leaves their personal belongings in the Shared Areas, they do so at their own risk.
- 3.6.7 The Student must not advertise any event at the Building on any social networking site or in any other way attract casual callers to the Building.
- 3.6.8 The Student must notify BtB promptly if the Student becomes aware of any threat to security in the Building, such as a suspicious person or package, or if a door or window will not lock.
- 3.6.9 The Student must comply with all notices and guidance relating to security which may be posted in the Building or circulated by BtB from time to time.
- 3.6.10 The Student must not mark or label any keys or access devices with the address of the Building or the Accommodation. The Student may label keys or access devices with their telephone number as long as the label is removable without marking or damaging the key/access device. If the Student loses a key or access device or it is stolen, the Student must report the loss or theft to BtB immediately.
- 3.6.11 If a Student loses his keys or access devices or they are stolen and the Student instructs the call out services of a key holder or locksmith out of hours, the Student will incur a call-out charge and such charges will be advertised in the Building.

### 3.7 Privacy and access

- 3.7.1 The Student must respect the privacy and possessions of other occupiers in the Building.
- 3.7.2 The Student must give BtB access to the Accommodation for the following purposes:
- (a) showing the Accommodation to prospective occupiers;
  - (b) inspecting the Accommodation to ensure the Student is complying with their obligations in these terms and conditions or for any other reasonable purpose;
  - (c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Building;
  - (d) remedying any breach of the Student's obligations in these terms and conditions if the Student has failed (after being given reasonable notice) to remedy the breach;
  - (e) to abate a nuisance
  - (f) to deal with an emergency
  - (g) if the Student has not responded to BtB's requests to make contact
  - (h) for any other reasonable purpose connected with the management of the Building
- 3.7.3 BtB will normally give the Student 7 days' notice of wishing to have access to the Accommodation for planned maintenance and 24 hours' notice for viewings and routine inspections. Notice may be posted in the Shared Areas or on BtB's intranet; the Student may not receive personal notification. BtB will be entitled to enter the Accommodation without notice to carry out repairs requested by the Student, to rectify a breach of the Student's obligations, to abate a nuisance, to deal with an emergency or if BtB has serious concerns about the Student's welfare.
- 3.7.4 If the Offer is for an assured shorthold tenancy, the Student will have exclusive possession of the Accommodation, but must still give BtB access for the purposes set out in clause 3.7.2.
- 3.7.5 If the Offer is for a licence, the Student will not have exclusive possession of the Accommodation. The Student must give BtB access for the purposes set out in clause 3.7.2 and at any other time when BtB reasonably requires access. The Student must also allow any other person whose Accommodation is in the same room to enter and leave the room at any time.
- 3.7.6 BtB does not need to give notice if it requires access to Shared Areas, even if these are within a Flat in the case of emergency.

### **3.8 At the end of the Period of Stay**

- 3.8.1 The Student must leave the Accommodation and Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Accommodation and Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it. If there are any Contents

in the Accommodation which are designated for use in the Shared Areas, BtB may charge the Student for returning those items to the Shared Areas.

3.8.2 The Student (jointly with other occupiers) must leave the Shared Areas and their Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Shared Areas and their Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it. If there are any Contents in the Shared Areas which are designated for use in the Accommodation, BtB may charge the Student for returning those items to the Accommodation.

3.8.3 The Student must either:

- (a) attend a check-out inspection with a member of BtB staff (at a time to be agreed) and sign a copy of the inspection report; or
- (b) opt for a fast-track check-out and sign a check-out waiver (this means that the Student will not have the opportunity to discuss any faults identified at the check-out inspection and the inspection report will be taken as a true and accurate record of the condition of the Accommodation and Contents at check-out).

3.8.4 The Student must return to BtB all keys and access devices to the Accommodation and the Building on or before the last day of the Period of Stay. If the Student does not return the keys and access devices, BtB will make a reasonable attempt to contact the Student and give them 3 (three) days to return the keys. If the keys and/or access devices have still not been returned at the end of the 3 day period, BtB will change the locks and/or deactivate the access devices and the Student must pay BtB for the replacement costs within 7 days of BtB asking for them (the Deposit may be used for this purpose).

3.8.5 The Student must remove all their belongings and rubbish from the Accommodation. BtB is not liable for any loss or damage to property which the Student leaves behind. If the Student leaves any item which appears to BtB staff to be of value (around £50 or over), BtB will make reasonable attempts to contact the Student to give the Student the opportunity to collect it. If BtB is unable to contact the Student, or if the Student does not collect the item within 2 weeks of the end of the Period of Stay, BtB may dispose of the item as it thinks fit. If BtB sells the item, it may deduct the cost of sale and storage from the proceeds. In other cases, BtB shall be entitled to claim from the Deposit the costs reasonably incurred in disposing of the item.

3.8.6 If the Student asks BtB to forward the item to the Student, BtB may insist on the Student paying postage, packaging, insurance or any other reasonable costs incurred, before forwarding the item. (The Student may agree to these charges being deducted from the Deposit as an alternative to sending the money to BtB.)

### 3.9 **Official notices**

If the Student receives an official notice about the Accommodation or the Building, the Student must promptly forward it, or provide a copy of it, to BtB. Examples of official notices include letters or bills regarding council tax, TV licences or utility supplies.

### 3.10 **Complying with the law**

The Student will comply with all relevant legislation and other legal requirements relating to the Student's use and occupation of the Building.

#### **4 BtB'S OBLIGATIONS**

##### **4.1 Role of BtB as managing agent**

BtB may own the Building, or it may have been appointed by the owner of the Building to act as managing agent. In either case, BtB will be the Student's point of contact for all matters relating to the Accommodation. BtB is deemed to have carried out its obligations in these terms and conditions if those obligations have been carried out by someone else on BtB's behalf. If BtB is acting as a managing agent, it will have the same rights and powers as the owner of the Building for the purposes of these terms and conditions.

##### **4.2 Care of the Building**

4.2.1 At the start of the Period of Stay, BtB will ensure that the Building and its Contents are in clean and sound condition. If the Student reports any significant discrepancy between the condition described on the check-in report and the condition of the Accommodation as it actually is, BtB will carry out appropriate maintenance, repair or replacement within a reasonable time of the Student reporting the defect. The Student will be able to view details of anticipated response times on BtB's electronic repair and maintenance service (details to be provided at the start of the Period of Stay).

4.2.2 BtB will keep the Building and its Contents in good repair and proper working order.

4.2.3 BtB shall be entitled to charge the Student for repairs or replacements if they are reasonably necessary because of the Student's acts or neglect. BtB will not charge the Student for damage caused by fair wear and tear, or damage which the insurer pays for.

4.2.4 BtB shall be entitled to charge the Student a proportion of the cost of repairs or replacements in the Shared Areas if they are reasonably necessary because of the actions or neglect of the occupiers and (after making reasonable investigations) BtB cannot identify the culprit.

4.2.5 As long as there is no risk to health and safety or security, BtB may delay carrying out a repair or replacement until the Student or the occupiers pay for the loss or damage caused by their actions or neglect. If BtB does not delay and pays out of its own resources, that shall not prevent BtB from claiming the cost of repair or replacement from the Student after the event.

4.2.6 BtB shall not be liable for loss of or interruption to any services to the Building if reasonable attempts have been made to restore the supply.

4.2.7 BtB shall not be liable to carry out any repair or replacement until BtB becomes aware that the repair or replacement was needed.

##### **4.3 Council Tax**

- 4.3.1 If BtB receives money from the Student to meet any applicable council tax liability, BtB will pay that money to the local authority unless BtB has already paid the council tax on the Student's behalf out of its own funds.

#### 4.4 Insurance

- 4.4.1 BtB will keep the Building insured against such risks as it considers reasonably necessary. This does not include insurance of the Student's personal belongings.

- 4.4.2 BtB will provide the Student with a copy of the current insurance policy on request.

- 4.4.3 If damage by an Insured Risk occurs, BtB will spend the money paid by the insurer on repairing or rebuilding the Building, but only if:

- (a) BtB is able to obtain all necessary permissions;
- (b) repair or rebuilding is economically feasible and reasonably practicable.

- 4.4.4 If the Accommodation becomes uninhabitable because of an Insured Risk then, as long as the Student has not invalidated or substantially reduced the insurance cover by their own action or neglect:

- (a) (i) BtB will use reasonable endeavours to provide the Student with comparable substitute accommodation until the end of the Period of Stay or, if earlier, until the Accommodation is fit for habitation; and
  - (ii) BtB will pay the Student such relocation expenses as are reasonable in the circumstances; or
- (b) BtB will release the Student from their accommodation contract without charge, but without being liable to pay the Student compensation other than reasonable relocation expenses, if BtB is unable to provide comparable substitute accommodation.

Substitute accommodation will be comparable, and the Student must accept it, if it is similar in size, amenity and location to the Accommodation. If BtB provides substitute accommodation, these terms and conditions shall apply whilst the Student is in occupation of it.

## 5 HOW THE CONTRACT MAY COME TO AN END

### 5.1 When the Period of Stay expires:

- 5.1.1 If the Offer is for a licence, the licence will automatically come to an end when the Period of Stay expires.

- 5.1.2 If the Offer is for an assured shorthold tenancy, the tenancy will end when the Period of Stay expires.

- 5.1.3 BtB will serve notice on assured shorthold tenants under section 21 of the Housing Act 1988, confirming that BtB requires possession of the Accommodation on the day after the

last day of the Period of Stay. **BtB will be entitled to possession of the Accommodation on the day after the end of the Period of Stay** as long as:

- (a) BtB has served a valid notice on the Student under s21(1) of the Housing Act 1988; and
- (a) BtB has complied with sections 213(1) and 213(5) of the Housing Act 2004 (for both Acts, see [www.legislation.gov.uk](http://www.legislation.gov.uk) or take advice from an appropriate source).

5.1.4 It is likely that BtB will have agreed to let the Accommodation to someone else after the end of the Period of Stay. **If the Student does not leave the Accommodation by the last day of the Period of Stay, and as a result BtB has to house the new tenant somewhere else, BtB will claim the costs of the substituted accommodation from the Student.** BtB will also claim its legal costs from the Student and any other costs reasonably incurred in recovering possession of the Accommodation. The Student will be liable to pay BtB for the Student's use of the Accommodation for any period after the end of the Period of Stay.

5.1.5 If the Offer is for an assured shorthold tenancy and the Student continues living in the Accommodation after the Period of Stay has come to an end, a new tenancy will arise, which either the Student or BtB will need to end in one of the ways allowed by the Housing Act 1988. The appropriate written notice must be given to end the new tenancy. The Student will be liable to pay additional Accommodation Fees if they stay in occupation after the Period of Stay expires. **The Student could be liable to pay one or more full additional instalments of Accommodation Fees, even for a short overstay,** if the Student stays in occupation after the Period of Stay, then fails to give the correct period of notice or does not give notice in writing.

## 5.2 Termination by the Student before the Period of Stay expires

5.2.1 BtB agreed to allow the Student to occupy the Accommodation on the basis that the Student agreed to take the Accommodation for the full Period of Stay. Once the Student has accepted the Offer, the Student may only end their contract with BtB in accordance with these terms and conditions.

5.2.2 The Student has a 'cooling-off' period. The Student may cancel their contract by giving BtB written notice (which may be sent by post or email, but not fax) that the Student wishes to cancel. The notice must reach BtB (i) by the end of the 7<sup>th</sup> working day after the day BtB confirms to the Student that their accommodation booking has concluded or (ii) before the first day of the Period of Stay, whichever is the sooner. For example, if BtB notified the Student on Tuesday, 10<sup>th</sup> May that the booking process had concluded, the Student would normally have until the end of Thursday 19<sup>th</sup> May for their cancellation notice to reach BtB. However, if the Student were to move into the Accommodation on Friday 13<sup>th</sup> May, the cooling off period would end on Thursday 12<sup>th</sup> May. **When BtB starts to provide the Student with services the cooling-off period will end,** even if the Student completed the booking process only two or three days beforehand.

5.2.3 If the Student validly cancels during the cooling-off period, BtB will reimburse the Booking Fee, the Deposit and any pre-paid Accommodation Fees within 28 days of receiving the Student's notice of cancellation.

5.2.4 The Student may cancel their contract at any time up to and including 31 July before the start of the Period of Stay by giving BtB written notice (which may be sent by post or email, but not fax) that the Student wishes to cancel. The notice must reach BtB on or before 31 July before the start of the Period of Stay. If the Student is not entitled to a cooling-off period (see clause 5.2.2) or if the cooling-off period has already expired when the Student cancels, the Student must pay BtB a cancellation fee of £50. The Student must pay the cancellation fee (or agree in writing that the fee may be deducted from the Deposit) by not later than 31 July, otherwise the contract will continue in force.

5.2.5 If the Student validly cancels under clause 5.2.4, BtB will refund to the Student any pre-paid Accommodation Fees, and the Deposit (or the balance of the Deposit if the Student agreed to the £50 cancellation fee being deducted from the Deposit).

5.2.6 If the Student does not validly cancel their contract under clause 5.2.3 or 5.2.4, the Student must pay the Accommodation Fees in full for the Period of Stay unless and until all of the following conditions are met:

- (a) a replacement occupier, reasonably acceptable to BtB, agrees to take the Accommodation for the remainder of the Period of Stay (BtB will use reasonable endeavours to help the Student find a replacement, but cannot guarantee that a replacement will be available);
- (b) the Student pays a cancellation fee of £50 to BtB (or agrees in writing that BtB may deduct the cancellation fee may from the Deposit) as a contribution to the cost of administering the change of occupancy;
- (c) the Student has paid all sums due under their contract for the Accommodation or agreed in writing that these may be taken from the Deposit;

The replacement occupier must not already be in BtB Accommodation. If the Student introduces the replacement occupier, that replacement shall be allocated to the Accommodation. If the Student does not introduce a replacement occupier, BtB shall be entitled to allocate prospective occupiers to rooms that are already available to let, until all such rooms are occupied, before allocating a replacement to the Accommodation and releasing the Student from his/her contract.

5.2.7 If the Student's contract is validly terminated under clause 5.2.6:

- (a) BtB will refund to the Student a fair and reasonable proportion of any Accommodation Fees which the Student has already paid, calculated according to the period during which the Accommodation is let to someone else. The Student is liable to pay Accommodation Fees up to the date the Accommodation is re-let to the replacement occupier, even if that is some time after the date the Student moves out of the Accommodation. (If the Accommodation is not re-let before the end of the Period of Stay, BtB will not refund any pre-paid Accommodation Fees.)
- (a) the Deposit (or any undisputed balance of the Deposit) will be allocated according to the rules of the chosen deposit protection scheme.

5.2.8 BtB may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacements for the purposes of releasing a Student who

wants to end their contract early. Refunds of Accommodation Fees will only be given if and when the void in the Building caused by the Student's early departure has been filled and there is no loss to BtB.

5.2.9 BtB's acceptance of the keys at any time shall not in itself be effective to terminate the Student's agreement while any part of the Period of Stay remains unexpired

### 5.3 Termination by BtB before the Period of Stay expires

5.3.1 Where the Offer is for a licence, BtB may terminate the licence at any time by serving notice on the Student if:

- (a) any instalment of Accommodation Fees has not been paid within 7 days of the due date for payment; or
- (b) any other payment the Student should pay under these terms and conditions has not been paid within 14 days of the due date for payment; or
- (c) the Student is in serious or persistent breach of any of the Student's obligations; or
- (d) the Student does not have status as a full-time registered student; or
- (e) in BtB's reasonable opinion the health or behaviour of the Student constitutes a serious risk to him/herself or others or to another person's property or makes them unfit to live in the Building.

5.3.2 Where the Offer is for an assured shorthold tenancy, BtB may terminate the tenancy if any of the circumstances listed in grounds 7a, 8, 10, 11, 12, 13, 14, 15 or 17 of Schedule 2 of the Housing Act 1988 (as amended) apply. These grounds include non-payment, damaging the Accommodation or its contents, causing a nuisance and failing to comply with any of these terms and conditions.

5.3.3 BtB may terminate the contract with the Student if the Accommodation becomes unfit for habitation for reasons beyond BtB's control and, despite reasonable endeavours, BtB is unable to provide the Student with suitable alternative accommodation (see also clause 4.4.4).

5.3.4 BtB may terminate the contract with the Student and reclaim possession of the Accommodation if any Accommodation Fees remain unpaid for 14 days or more after the due date for payment and BtB reasonably believes that the Student has stopped living in the Accommodation. If BtB exercises its right to end the contract in this way, the Student's licence or tenancy will end as soon as BtB reclaims possession. BtB will deal with any abandoned property in accordance with clauses 3.8.5 to 3.8.6 of these terms and conditions.

5.3.5 If the contract is terminated early BtB will refund a fair proportion of pre-paid Accommodation Fees and any undisputed part of the Deposit due to the Student as soon as possible after the termination becomes effective, PROVIDED THAT BtB will only give a refund for the period during which the void in the Building caused by the Student's early departure has been filled and there is no loss to the BtB.

5.3.6 The conditions which apply to the Student being released early from this agreement, as set out in clause 5.2.6, and the “No Refunds” policy in clause 5.3.5 shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of BtB’s obligations in these terms and conditions.

#### 5.4 Relocations and transfers

5.4.1 The Student may request a transfer, but transfers are subject to there being places available. BtB is not under any obligation to allow the transfer.

5.4.2 BtB reserves the right to relocate the Student to comparable alternative accommodation during the Period of Stay where it is reasonable to do so. (For example, it will be reasonable to relocate the Student if their Flat is under-occupied or badly damaged).

5.4.3 If BtB relocates the Student because the Student is in breach of one or more of their obligations in these terms and conditions, or where the relocation is made at the Student’s request, the Student shall pay BtB an administration and cleaning fee of £75.

5.4.4 If the Student is relocated during the Period of Stay, the Offer and its Applicable Terms will apply to the substituted accommodation.

### 6 THE DEPOSIT

6.1.1 If the Offer is for an assured shorthold tenancy, BtB will protect the Deposit in an approved tenancy deposit protection scheme.

6.1.2 If the Offer is for a licence, there is no legal requirement to protect the Deposit in an approved tenancy deposit protection scheme. BtB may nonetheless protect the Deposit relating to a licence, for operational reasons.

6.1.3 The name, address and contact details of the Scheme Administrator of the authorised tenancy deposit protection scheme that will be used by BtB is:

The Deposit Protection Service  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA  
Telephone No. 0330 303 0030

Online enquiry forms are available through the virtual customer service section or the frequently asked questions section of the Scheme Administrator’s website:  
[www.depositprotection.com](http://www.depositprotection.com).

6.1.4 Information for tenants published by The Deposit Protection Service can be viewed on [www.depositprotection.com](http://www.depositprotection.com).

6.1.5 The procedures that apply:

(a) to the release of the Deposit at the end of the Student’s tenancy or licence;

- (b) where either BtB or the Student is not contactable at the end of the tenancy or licence;
- (c) where BtB or the Student dispute the amount to be repaid to the Student or retained by BtB; and
- (d) for enabling a dispute about the Deposit to be resolved through the Scheme Administrator without having to go to court

are set out in the Scheme Administrator's terms and conditions, which are available to download from: <http://www.depositprotection.com/documents/terms-and-conditions.pdf>.

- 6.1.6 The amount of Deposit paid and the address of the property to which the Deposit relates are set out in the Offer.
- 6.1.7 If BtB has been appointed as the managing agent and the Student wishes to contact the owner of the Building, they must make contact through BtB in the first instance. BtB's full contact details are given in the Offer.
- 6.1.8 The Student's name, address and contact details are set out in the Offer.
- 6.1.9 The Student is responsible for notifying the Scheme Administrator of any change in their contact details, including their new address at the end of the Period of Stay.
- 6.1.10 If the Guarantor or anybody else arranged with the Student to pay the Deposit on the Student's behalf, the Student must notify BtB before paying the Deposit. The Student agrees to BtB disclosing relevant information about the Deposit to the person who paid the Deposit.
- 6.1.11 By issuing the Offer to the Student, BtB certifies that –
  - (a) the information provided about the Deposit is accurate to the best of their knowledge and belief; and
  - (b) they have given the Student, and any person who paid the Deposit on the Student's behalf, the opportunity to sign (electronically or manually) by way of confirmation that the information provided about the Deposit is accurate to the best of the Student's (and, where applicable, the payer's) knowledge and belief.
- 6.1.12 The Deposit may be used by BtB:
  - (a) to pay or contribute to any sum due under these terms and conditions, including Accommodation Fees and other sums that BtB is entitled to ask for under these terms and conditions.
  - (b) to compensate BtB for any breach by the Student (or failure to ensure their invited visitor complies with) the obligations set out in clauses 2, 3, 5, 6, 8, 9 and 10 of these terms and conditions.

## 7 STATUTORY INFORMATION

All legislation referred to in these terms and conditions is available to view on [www.legislation.gov.uk](http://www.legislation.gov.uk). Parts of clauses 7.1, 7.2 and 7.4 have been reproduced from the relevant legislation. These extracts are © Crown Copyright and are reproduced under the terms of the Open Government Licence.

### 7.1 Landlord and Tenant Act 1987

If the Offer is for an assured shorthold tenancy, the landlord's address for service of notices, including the service of legal proceedings, is Beyond the Box Student Limited, Fitzroy House, Crown Street, Ipswich, United Kingdom, IP1 3LG.

### 7.2 Housing Act 1988

In accordance with Ground 2 of Schedule 2 of the Housing Act 1988, BtB hereby gives the Student notice that:

- 7.2.1 The Building is subject to a mortgage or charge granted before the Student entered into his/her contract with BtB; and
- 7.2.2 The mortgagee (lender) is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925;

and the Student's contract may be terminated before the end of the Period of Stay if the mortgagee requires possession of the Accommodation or the Building for the purpose of disposing of it with vacant possession in exercise of their power of sale.

### 7.3 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the Student's contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Student's contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

### 7.4 Consumer Protection (Distance Selling) Regulations 2000 (as amended)

- 7.4.1 The following information is given in the Offer and/or in these standard terms and conditions:
  - (a) name and address of the supplier of the Accommodation;
  - (b) the address of the Accommodation and the services which will be supplied to the Student
  - (c) how long the contract will last for
  - (d) the price of the Accommodation and what is included in that price
  - (e) the arrangements for payment and the dates when payment must be made.
- 7.4.2 The Student's rights to cancel are set out in these terms and conditions.

- 7.4.3 There is no extra charge for booking the Accommodation on-line or by any other means of distance communication.
- 7.4.4 The offer of accommodation and the price remain valid until the deadline for acceptance stipulated in the Offer. After that date BtB may withdraw the Offer without warning.
- 7.4.5 The minimum duration of the contract is for the Period of Stay, unless the contract is brought to an end early in accordance with these terms and conditions.
- 7.4.6 BtB will try to locate the Student in the Building named in the Offer. However, the BtB does not guarantee that the Accommodation will be available in all cases. If the Accommodation in the Building is not available, BtB will offer the Student alternative accommodation of equivalent or better quality at the same price, or release the Student from their contract without any financial detriment to the Student.

## 7.5 **Provision of Services Regulations 2009**

- 7.5.1 Much of the information which must be provided under these regulations is given in the Offer or elsewhere in these terms and conditions.
- (a) The contact details for direct communication with BtB are given in the Offer and in clause 1.1.
  - (b) The contact details for making complaints to BtB and for information requests are given in clause 1.1.
  - (c) BtB's VAT registration number is 277 6358 56.
  - (d) The law which applies to the contract between (1) BtB and (2) the Student is the law of England and the parties submit to the jurisdiction of the courts of England on all matters relating to the contract.
- 7.5.2 The Building is in the ANUK/Unipol Code of Standards for Larger Developments, an approved Code of Practice under the Housing Act 2004. Information about the code can be viewed at [www.anuk.org.uk](http://www.anuk.org.uk).
- 7.5.3 Any dispute about the Deposit may be referred to the Scheme Administrator for dispute resolution. Further details are given at clause 6.

## 8 **MISCELLANEOUS**

### 8.1 **Repair and maintenance service**

If the Building does not have an electronic repairs and maintenance reporting service, BtB will inform the Student at the start of the Period of Stay about how to report repairs and how to request information about repairs.

### 8.2 **Internet**

BtB and the Student agree that use of any internet service supplied to the Accommodation is subject to BtB's Internet Usage Policy [www.beyondthebox.com](http://www.beyondthebox.com) (which may be amended from time to time).

If the Student does not comply with that policy, or if any payment due under the Student's contract for the Accommodation is 14 or more days overdue, BtB may suspend or terminate the internet service without liability to the Student.

### **8.3 Notices**

8.3.1 To help avoid disputes, it is useful to keep a record of communications between BtB and the Student. Without a written record, it may be difficult to prove later that something was said or agreed.

8.3.2 Notices sent by BtB will be deemed to have been properly served on the Student if:

- (a) sent by first class post to the Accommodation or the Student's last-known address, or left at the Accommodation; or
- (b) sent by email to the Student's last-known e-mail address.

8.3.3 Notices sent by the Student will be deemed to have been properly served on BtB if:

- (a) sent by first class post to BtB's address (either the address in section 1 of these terms and conditions, and in the Offer or such other address as BtB may subsequently have notified to the Student); or
- (b) sent by email to BtB's e-mail address (either the address in section 1 of these terms and conditions, and in the Offer or such other email address as BtB may subsequently have notified to the Student).

8.3.4 Notices delivered by hand will be deemed to have been served the day after delivery.

8.3.5 Notices sent by first class post will be deemed to have been served two working days after posting.

8.3.6 Any notice given in connection with the Student's contract must be in the English language. All other documents provided in connection with this agreement must be in the English language, or accompanied by a certified English translation. If these terms and conditions or any document relating to them is translated into any other language, the English language text shall prevail.

8.3.7 Notices may be served according to the provisions section 196 of the Law of Property Act 1925.

### **8.4 Data Protection**

8.4.1 BtB agrees to meet its responsibilities under the Data Protection Act 1998.

8.4.2 The Student agrees that BtB may process relevant information about the Student or the Student's visitors and any emergency contact person nominated by the Student, for all lawful purposes connected to the Student's contract. This may include disclosing relevant information about the Student to their institution of study, the Guarantor, the Deposit Protection Service, the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government

agencies, or any person who needs a reference. BtB will give out information about the Student if it has to in order to comply with a court order. This clause includes personal data classed as 'sensitive', such as information about health, ethnicity and criminal records.

8.4.3 BtB will allow the Student to see the personal information it holds about the Student on request. BtB will correct any information about the Student that is wrong. If BtB and the Student disagree about whether any of the Student's information is wrong, BtB will keep a record of the Student's objection.

## 8.5 Limitation of liability

8.5.1 In these terms and conditions, BtB excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

- (a) if BtB cannot get in touch with a student's nominated emergency contact – see clause 3.5.14
- (b) confiscation of items - see clause 3.5.15
- (c) lost property- see clause 3.8.5
- (d) interruption to services- see clause 4.2.6
- (e) repairs- see clause 4.2.7
- (f) if the Accommodation is badly damaged or destroyed- see clause 4.4.4(b)
- (g) internet suspension- see clause 8.2
- (h) disruption caused by works – see clause 8.8

8.5.2 BtB will not be liable to the student for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control.

8.5.3 With the exception of claims for death or personal injury, BtB's total liability under the Student's contract is limited to the Accommodation Fees.

## 8.6 Complaints

BtB's complaints handling process can be viewed at [www.beyondthebox.com](http://www.beyondthebox.com).

## 8.7 Advertising

8.7.1 Any advertisements of the Building, or show flats at the Building are indicative of the type of accommodation at the Building. Whilst these representations are made in good faith, BtB does not guarantee that the Accommodation allocated to the Student will be exactly the same as that shown. There is likely to be some minor variation from Flat to Flat in size, colour schemes, furnishings and Contents.

8.7.2 A list of the Contents typically provided with the Accommodation is given on the website [www.beyondthebox.com](http://www.beyondthebox.com). Items which appear in advertising or show flats but which are not on that list should be regarded as being for display purposes only, and they will not be provided with the Accommodation.

## 8.8 Disruption caused by works

BtB may carry out works on any property they own or manage near or next to the Accommodation. BtB will, where possible, give the Student reasonable advance notice of any such works. Whilst BtB will use all reasonable endeavours to minimise disturbance and inconvenience to the Student, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable. BtB will not be liable to the Student for noise, dust, vibration, interruption of services, disturbance or inconvenience to the Student caused by any such works.

## 8.9 If BtB does not enforce the Student's contract immediately

If BtB fails to exercise any right or remedy provided in these terms and conditions, or by law, that failure shall not constitute a waiver of that (or any other) right or remedy. BtB will not be prevented or restricted from further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

## 8.10 Governing law and jurisdiction

8.10.1 The Student's contract will be governed by the laws of England and the English courts shall have exclusive jurisdiction as regards any litigation relating to the contract.

8.10.2 The Student and BtB may, if they agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

8.10.3 Disputes relating to the Deposit may be referred to the deposit protection scheme for adjudication, in accordance with the scheme's rules.

8.10.4 The rights and remedies provided in the Student's contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## 9 TWIN ROOMS

Where the room type specified in the offer is "twin" the following terms and conditions apply in addition to clauses 1 to 8 and 11.

9.1.1 Each occupier is individually liable to pay their Booking Fee, the Deposit and the Accommodation Fees, and any Interest or charges for late payment relating to them.

9.1.2 Neither occupier will have exclusive possession of the shared room. The Student's contract must therefore take effect as a licence and not a tenancy. BtB will consequently have no obligation in law to protect the Deposit in an authorised tenancy deposit protection scheme, but BtB may choose to do so (in its reasonable discretion).

9.1.3 During the Period of Stay, the Student must treat the other occupier with consideration, courtesy and respect. The Student must not use property belonging to the other

occupier, or Contents designated for the sole use of that occupier, without their consent. The Contents designated for the sole use of each occupier are: bed, mattress, bedside cabinet.

- 9.1.4 There may be times when occupiers of twin rooms are not compatible. The Student is encouraged to try and resolve any differences with the other occupier, and be prepared to make reasonable compromises. If the Student finds living with the co-occupier intolerable (despite reasonable efforts to get along) the Student should report the circumstances to BtB. BtB will use reasonable attempts to accommodate the Student in comparable alternative accommodation, subject to availability. The Student shall not be liable to pay any relocation fees to BtB, or be entitled to any compensation from BtB, if the Student relocates under this clause 9.1.4.
- 9.1.5 BtB may request the Student to move to comparable alternative accommodation for any of the following reasons:
- (a) to avoid under- or over-occupancy of twin rooms;
  - (b) where the Student and/or their co-occupier cause nuisance or annoyance to each other or to the occupiers of other rooms nearby;
  - (c) to promote equality and diversity;
  - (d) some other substantial reason.

The Student shall not be liable to pay any relocation fees to BtB, or be entitled to any compensation from BtB, if the Student relocates under this clause 9.1.5. The Student may be liable to pay compensation to BtB if the Student does not co-operate with BtB's request and BtB has to take legal action to enforce this clause.

- 9.1.6 The Student will not necessarily have a licence of the same duration as the other occupier of the twin room. If one of the occupiers leaves, BtB may introduce a replacement occupier and the Student will not be entitled to object. The replacement occupier will be a student and will be of the same gender as the remaining occupier.
- 9.1.7 The occupiers are jointly and individually liable for taking care of the room and its Contents. This means that BtB may charge either or both of them for failure to comply with these terms and conditions (such as damage, cleaning, removal of rubbish and missing Contents). BtB will charge the occupier responsible if BtB is reasonably satisfied that only one of them is at fault. Otherwise, BtB may charge either or both occupiers, using its reasonable discretion.
- 9.1.8 At the end of the Period of Stay, both occupiers are responsible for leaving the room and its Contents in a clean, tidy and undamaged condition. If one of the occupiers intends to leave before the other, it is advisable to discuss cleaning and tidying arrangements. The first to depart may wish to take photographs showing how they left the room. Each occupier will have to pay an equal share of any cleaning or damage charges, even if they believe the other occupier was at fault, unless they can prove to BtB's reasonable satisfaction that the room was in a satisfactory condition when that occupier returned their keys.

9.1.9 BtB will only carry out one check-out inspection for the room. It is in the interest of both occupiers to attend it.

9.1.10 Visitors to a twin room are not permitted unless:

- (a) there is no co-occupier; or
- (a) the co-occupier is out; or
- (b) the co-occupier agrees to the visit.

## 10 JOINT TENANCIES

10.1 This clause 10 applies only where two occupiers have made a joint booking of the Accommodation. It does not apply to twin rooms where each bedspace has been booked separately.

10.2 The agreement between BtB and the Student will become binding when both the intended co-occupiers of the Accommodation have completed the booking process, both their Guarantors have returned the guarantees, and BtB has emailed each co-occupier to confirm that the agreement for the Accommodation is in place. The agreement will be a joint assured shorthold tenancy agreement.

10.3 The liability of each person named as Student is joint and several. This means that either of them can be required to make any or all the payments due under these terms and conditions. BtB is under no obligation to collect a proportion of the money from each person.

10.4 If one of the co-occupiers moves out of the Accommodation:

- (b) both co-occupiers will remain fully liable for the Student's' obligations in these terms and conditions, unless BtB formally releases the person who vacates. BtB will only release a co-occupier before the end of the Period of Stay in exceptional circumstances. Usually this will include there being a substitute, reasonably acceptable to BtB as a tenant, who enters into a contract for the Accommodation with BtB;
- (c) neither BtB nor the person who has moved out will be entitled to insist on the remaining person accepting a substitute occupier (but if the remaining person refuses to share with someone else, and the person who moved out refuses to pay their share of the money due under this agreement, the person remaining in occupation risks having to make the payments for the Accommodation in full themselves).

10.5 The joint tenants must make their own arrangements with regard to when they will agree to have visitors (subject to the terms in clauses 1 to 8). Joint tenants must not have visitors overnight.

10.6 For the purposes of clause 3.3.2 each occupier of the Accommodation must be a full-time registered student throughout the Period of Stay.

10.7 BtB shall not be obliged to relocate either occupier if they find that they do not like living with each other. BtB will treat transfer requests sympathetically in such circumstances.

10.8 Students in joint tenancies must show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the co-occupiers are equal and neither has precedence or preference over the other.

10.9 BtB will record the condition of the Accommodation and Contents after vacant possession of the Accommodation is given. This means that if one of the occupiers leaves some time before the other, that occupier may still be charged for cleaning or damage if the second occupier does not leave the Accommodation and Contents in the condition required by these terms.

## 11 SCHEDULE OF CHARGES

Standard charge list for damage items/cleaning of items (including VAT & labour).

These costs are approximate and may vary dependent on the situation.

Description	Cost – up to £
Repair / Replace front door (fire door) (Excluding Lock)	£400
Replace door lock	£100
Redecorate bedroom (inc damage rectification and/or de-fumigation as a result of smoking)	£300
Redecorate kitchen/ lounge (inc damage rectification and/or de-fumigation as a result of smoking)	£300
Redecorate corridor	£200
Replace mattress – Single / ¾ / Double	£110 / £130 / £150
Replace/repair bed – Single / ¾ / Double	£200 / £210 / £220
Replace/repair wardrobe up to	£180
Replace/repair study desk / desk top	£90
Replace desk chair	£70
Replace curtains/blinds (depending on size)	£100
Replace bedroom flooring	£450
Replace bedside cabinet	£45
Replace chest of drawers	£80
Replace intercom phone	£120
Replace flat communal flooring (corridors / lounge)	£700
Replace sofas	£300
Replace flat screen TV	£500
Replace TV unit	£70
Replace TV shelf	£100
Replace kitchen flooring	£900
Replace kitchen blind	£120
Replace microwave	£70

Replace kitchen bin	£15
Replace vacuum cleaner	£115
Replace oven / hob - each	£350
Replace kitchen/dining table	£100
Replace kitchen chair/stool	£60
Replace coffee table	£75
Replace worktop	£250
Replace washing machine / washer dryer	£300 / £350
Replace fridge freezer / under-counter fridge or freezer	£285 / £20
Replace freezer drawers and or covers	£15
Replacement access devices including fobs, keys & key cards Post box keys	£25 each £10
Replace pin board / magnetic board	£45
Replace book shelves	£65
Replace shower cubicle/side panel	£170/£110
Replace shower tray	£150
Replace shower curtain	£25
Replace bathroom mirror	£25
Replace toiletry shelf/cupboard	£75
Replace toilet seat	£25
Replace Internet patch lead	£5
Replace bedroom door (excluding lock)	£320
Clean bedroom flooring	£45
Replace ceiling tiles	£15
Broken windows – depending on size	£500
Clean communal flooring (corridor / lounge) (if applicable)	£40
Clean bedroom at end of tenancy if not up to standard	£40
Clean en-suite at end of tenancy if not up to standard	£50
Clean kitchen at end of tenancy if not up to standard (Excluding oven clean)	£50
Oven clean	£40
Removal per bag / box of rubbish from flat/room	£10
Tampering with Health & Safety equipment including, but not limited to fire extinguishers, fire blankets, break glass, smoke/heat detectors, window restrictors	Up to £250.00

This list is not exhaustive and the Landlord may charge for any damages not considered to be due to reasonable wear and tear.