

## **STANDARD TERMS AND CONDITIONS OF RESIDENCE 2026/27**

- 1      DEFINITIONS AND INTERPRETATION
  - 1.1    Definitions
  - 1.2    Interpretation
- 2      AGREEMENT
- 3      TENANT'S OBLIGATIONS
  - 3.1    Financial obligations
  - 3.2    Care of the Accommodation and Shared Areas
  - 3.3    Restrictions on using the Accommodation
  - 3.4    Visitors
  - 3.5    Health and Safety
  - 3.6    Security
  - 3.7    Privacy and access
  - 3.8    At the end of the Period of Stay
  - 3.9    Official notices
  - 3.10   Complying with the law
- 4      MPML'S OBLIGATIONS
  - 4.1    Role of MPML as managing agent
  - 4.2    Care of the Building
  - 4.3    Council Tax
  - 4.4    Insurance
- 5      HOW THE CONTRACT MAY COME TO AN END
  - 5.1    When the Period of Stay expires:
  - 5.2    Termination by the Tenant before the Period of Stay expires
  - 5.3    Termination by MPML before the Period of Stay expires
  - 5.4    Relocations and transfers
- 6      THE DEPOSIT

- 7 STATUTORY INFORMATION
  - 7.1 Landlord and Tenant Act 1987
  - 7.2 Housing Act 1988
  - 7.3 Contracts (Rights of Third Parties) Act 1999
  - 7.4 Provision of Services Regulations 2009
- 8 MISCELLANEOUS
  - 8.1 Repair and maintenance service
  - 8.2 Internet
  - 8.3 Notices
  - 8.4 Data Protection
  - 8.5 Limitation of liability
  - 8.6 Complaints
  - 8.7 Advertising
  - 8.8 Disruption caused by works
  - 8.9 If MPML does not enforce the Tenant's contract immediately
  - 8.10 Governing law and jurisdiction
- 9 TWIN ROOMS
- 10 JOINT TENANCIES
- 11 PROMOTIONS

## **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 the bedspace, study bedroom or studio specified in the Offer and any other bedspace, study bedroom or studio that MPML may allow the Tenant to occupy from time to time;

**“Accommodation Fees”**

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

**“ACoP”**

means a code of practice for student accommodation approved from time to time under section 233 of the Housing Act 2004 which applies to purpose-built student accommodation not managed or controlled by a specified educational establishment (currently the ANUK/Unipol National Code for Larger Developments).

**“Applicable Terms”**

means these terms and conditions and any other applicable terms referred to in the Offer. The Tenant’s contract consists of the Offer and all the Applicable Terms;

**“Building”**

means the building specified in the Offer;

**“Check-in Pack”**

means the information pack issued by MPML to the Tenant at check-in;

**“Contents”**

means fixtures, fittings, furniture equipment, keys, passes and other items belonging to MPML. MPML will provide the Tenant 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.mansionstudent.co.uk](http://www.mansionstudent.co.uk);

**“Deposit”**

means the amount stated in the Offer, which is payable when the Tenant accepts the Offer as security for the performance of the Tenant’s obligations, and the discharge of the Tenant’s liabilities. MPML will hold the Deposit as security for the Tenant taking a tenancy or licence of the Accommodation. If the Tenant does not take the tenancy or licence, MPML will be entitled to keep the full Deposit to cover the cost of processing the Tenant’s application and remarketing;

**“End Date”**

means the date stated as the End Date in the Offer (also referred to as the calendar End Date), unless the Tenant’s contract ends earlier in accordance with these terms and conditions, or (if the Tenant takes possession) any tenancy arising pursuant to it ends earlier, in which case the End Date is the date on which the contract or tenancy is lawfully ended.

**“Flat”**

means a self-contained housing unit within the Building;

**“Full-time Course”**

means a course of education at a prescribed educational establishment (as defined in the Council Tax (Discount Disregards) Order 1992) which (a) lasts for at least one academic year (b) normally requires attendance for periods of at least 24 weeks in each year of the course; and (c) normally requires at least 21 hours per week of tuition, study or work experience (whether at the establishment or otherwise);

**“Guarantor”**

means an adult (other than the Tenant):

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

arising from the Tenant's failure to comply with his/her obligations.

**"HMO"**

means a house in multiple occupation, as defined in section 254 of the Housing Act 2004;

**"Key"**

means a key or any other security device giving access to the Accommodation;

**"Landlord"**

means the landlord named in the Offer;

**"Insured Risks"**

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

**"Interest"**

means:

(a) any interest that may lawfully be added to Accommodation Fees if they have not been paid in full within 14 days from and including the date they fell due (at the rate of 3% above the Bank of England's base rate from time to time); and/or

(b) any interest a court may award if MPML brings a claim to recover money the Tenant or Guarantor owes.

**"MPML"**

means MANSION PROPERTY MANAGEMENT LIMITED (company number 06638836) whose registered office is at 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3SB. Telephone: 0800 652 7844. Email: [info@mansionstudent.co.uk](mailto:info@mansionstudent.co.uk). MPML does not accept communications by fax. In these terms and conditions "MPML" includes the Landlord and any person with an interest in the Building for whom MPML acts as managing agent;

**"Offer"**

means the offer of Accommodation made to the Tenant by MPML and accepted by the Tenant;

**"Period of Stay"**

means the period from and including the Start Date up to and including the End Date;

**"Payment Dates"**

means the dates for paying the instalments of Accommodation Fees, as set out in the Offer;

**"Promotions"**

means any discounts, incentives, competitions or special offers referred to in the Offer, or otherwise made available to the Tenant in writing;

**"Regulations"**

means the rules and regulations reasonably imposed from time to time by MPML 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 any authorised tenancy deposit protection scheme used by MPML in relation to the Deposit;

**"Start Date"**

Means the date stated as the Start Date in the Offer

**“Student”** means a person pursuing or intending to pursue a Full-time Course provided by an educational institution specified in regulations made by a secretary of state for the purpose of paragraph 8 of Schedule 1 of the Housing Act 1988.

**“Tenant”**

means the Student named as Tenant in the Offer (and where there is more than one permitted to occupy the Accommodation, “Tenant” means either, both or all of them, as the context requires);

**“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);

**“Written” and “Writing”**

include electronic communications to the intended recipient’s last-known e-mail address or mobile telephone number, except in the case of legal proceedings.

## **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;
  - (b) 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;
  - (c) “contract” is a reference to the agreement described in clause 2;
  - (d) the masculine, feminine or neutral gender includes the other genders, references to the singular include the plural, and vice versa, and references to persons include organisations;
  - (e) the Building, the Flat or the Accommodation includes any part of that Building or Flat (including the Accommodation) or any part of the Accommodation;
  - (f) “Tenant” includes licensee and “tenancy” includes licence to occupy;
  - (f) MPML includes the Landlord and any person with an interest in the Building on whose behalf MPML 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 other Applicable Terms.
- 1.2.3 Words and expressions used in the Offer shall have the same meanings where they occur in these or any other Applicable Terms.
- 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 Tenant’s contract but the remaining parts of the Applicable Terms shall.
- 1.2.8 An obligation on the Tenant 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 Tenants invited visitors do not do that act or thing.

- 1.2.9 Any rights or powers reserved to MPML in these terms and conditions may be exercised by any person with an interest in the Building for whom MPML acts as managing agent.
- 1.2.10 If the Landlord is not Mansion Property Management Limited, the Landlord has appointed Mansion Property Management Limited to act as its managing agent. MPML is authorised to exercise the Landlord's powers and fulfil the Landlord's obligations in relation to the Building. In these terms, "MPML" is used as an inclusive term to mean the Landlord and/or Mansion Property Management Limited. Where only the Landlord has the capacity to act (for example in relation to legal proceedings) the term "Landlord" is used exclusively.
- 1.2.11 Where these terms refer to legislation:
- (a) the legislation is available to view at [www.legislation.gov.uk](http://www.legislation.gov.uk);
  - (b) the legislation includes any amendments for the time being in force unless otherwise stated.

## **2 AGREEMENT**

- 2.1 On the date MPML notifies the Tenant that the booking process is complete, a legally binding agreement (also known as a contract) will be formed. The contract will be between (1) the Landlord and (2) the Tenant. Once the Tenant'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 MPML notifies the Tenant that the booking process is complete.
- 2.2 The contract will consist of (a) the Offer (b) these terms and conditions (c) any other Applicable Terms referred to in the Offer.
- 2.3 The legally binding obligations between MPML and the Student begin when the contract is formed, but the contract does not, in itself, grant a tenancy or a licence to occupy. It sets out the terms on which MPML agrees to make the Accommodation available to the Student for the Period of Stay and the terms the Student agrees to comply with.
- 2.4 The contract is personal to the Tenant. The Tenant is not entitled to transfer their contract to anyone else or allow someone else to live with them in the Accommodation. (Some bedspaces are in shared rooms and special terms apply: see clause 9).
- 2.5 The documents listed in clause 2.2 will constitute the entire agreement between the parties. If any variation to these documents is agreed, MPML will confirm the variation to the Tenant in writing.
- 2.6 The Tenant and Guarantor where applicable, agree to accept service of documents by email.
- 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 appropriate to the permitted use;



- 2.7.4 insurance of the Building and its Contents;
- 2.7.5 insurance of the Tenant's personal possessions in the Accommodation;
- 2.7.6 reasonable cleaning of the Shared Areas outside Flats (but Tenants are liable to pay for additional cleaning if their mess is unreasonable);
- 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) on devices not supplied by MPML;
  - 2.8.4 cleaning Shared Areas inside a Flat;
  - 2.8.5 refuse removal from Flats or any Shared Areas other than the designated bin stores;
  - 2.8.6 excessive and unreasonable use of electricity gas water and/or internet services.
- 2.9 If MPML allows a person to take occupation of accommodation without completing the booking process, that person will occupy on the basis of these terms and conditions. Defined expressions used in these terms will be interpreted accordingly. The Tenant in such cases shall be liable to pay the Accommodation Fees normally applicable to the accommodation they occupy from the time they begin occupation until the End Date.

### **3 TENANT'S OBLIGATIONS**

#### **3.1 Financial obligations**

- 3.1.1 The Tenant must pay the Accommodation Fees to MPML 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 Tenant pays in full by the full payment deadline specified in the Offer, the Tenant does not need to nominate a Guarantor. If the Tenant chooses to pay by instalments, the Tenant must at the same time as opting to pay by instalments provide details of a Guarantor to MPML. If the Tenant has nominated a Guarantor, the Guarantor must complete and sign the guarantee part of the Offer. MPML has discretion to withdraw the Offer and decline to enter into a contract if the Tenant elects to pay by instalments but does not procure the Guarantor's signature on the Offer or if MPML is not reasonably satisfied that the Guarantor meets MPML's requirements.
- 3.1.3 Accommodation Fees are payable "in advance". This means that if the Tenant's contract ends between one Payment Date and the next, or if the Tenant paid the Accommodation Fees in full before the Start Date, refunds of pre-paid Accommodation Fees will only be made if MPML agrees to them.
- 3.1.4 The Tenant shall not for any reason withhold Accommodation Fees that are due for payment or make any deduction from them.
- 3.1.5 Payments must be made by direct bank transfer, credit or debit card or cheque drawn on a UK bank or building society. MPML will not accept cash payments.
- 3.1.6 If any Accommodation Fees remain unpaid 14 days after the due date for payment, the Tenant must pay MPML Interest on the unpaid amount for each day that it

- remains unpaid. Payment of that Interest is due within 7 days of MPML asking for it.
- 3.1.7 Payment is not made until MPML receives it in cleared funds. If any standing order, direct debit, card payment or cheque is refused, the Tenant must make a replacement payment promptly and in any event within 7 days of MPML asking for it.
- 3.1.8 If the Tenant falls into arrears, the Tenant will lose the benefit of any Promotion and will be liable to pay the full pre-Promotion price for the Accommodation from the Start Date. In these circumstances, MPML will send the Tenant a revised Payment Schedule.
- 3.1.9 The Tenant must pay MPML the Deposit at the time of accepting the Offer.
- 3.1.10 If at any time during the Period of Stay the Tenant is not eligible for council tax relief, the Tenant must pay all the council tax which is due as a result of the Tenant occupying the Accommodation (whether payable by the Tenant direct to the local authority or payable by MPML as the manager of an HMO). The Tenant agrees to produce a valid council tax exemption certificate to MPML within a reasonable time of MPML asking to see it and/or authorise MPML to contact the local authority about the Tenant's council tax liability or council tax account.
- 3.1.11 The Tenant agrees to pay MPML, within 7 days of written request, damages (compensation) for:
- (a) the reasonable costs properly incurred by MPML in preparing for, and/or taking, enforcement action against the Tenant as a result of the Tenant'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 Tenant is no longer entitled to occupy it;
  - (b) the reasonable costs (including cleaning costs) incurred by MPML of reinstating the Accommodation and Contents to the condition they were in at the Start Date if the Tenant does not care for them as required by these terms and conditions;
  - (c) a fair proportion of the reasonable costs incurred by MPML for reinstating the Shared Areas and their Contents to the condition they were in at the Start Date if the occupiers entitled to use them do not care for them as required by these terms and conditions and MPML cannot (after making a reasonable attempt) identify the culprit(s);
  - (d) the costs and expenses reasonably incurred by MPML in defending or settling any claim brought, or charges levied, by a third party as a result of the Tenant's actions or negligence (including any charges made by emergency services as a result of false alarms), and any compensation reasonably paid or ordered to be paid to that third party;
  - (e) a fair proportion of the costs and expenses reasonably incurred by MPML in defending or settling any claim brought, or charges levied, by a third party if the claim or charge relates to the Shared Areas or their Contents and, after making reasonable efforts, MPML cannot identify the culprit(s), and a fair proportion of any compensation reasonably paid or ordered to be paid to that third party;
  - (f) any compensation, and all costs and expenses, reasonably incurred for damage or loss sustained by MPML as a result of any act or neglect of the Tenant's invited visitors.
- 3.1.12 The Tenant agrees to pay MPML, within 7 days of written request, the reasonable costs properly incurred in connection with any request the Tenant 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.mansionstudent.co.uk](http://www.mansionstudent.co.uk) and in most cases will not exceed £50 per requested change. Nothing in this clause implies that the Tenant is entitled to demand changes to their contract. MPML has complete discretion whether to agree to a request for a change to the contract, and the onus is on the Tenant to show that there is a good reason why MPML should agree. Payment must be made before any agreed change



will take effect.

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

- 3.2.1 The Tenant 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 Tenant must return the Accommodation and its Contents to MPML in good clean condition and cleared of all the Tenant's personal belongings and rubbish.
- 3.2.2 Jointly with the other occupiers entitled to use them, the Tenant 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 Tenant must remove all their personal belongings and rubbish from the Shared Areas.
- 3.2.3 The Tenant must pay MPML the proper and reasonable costs of cleaning the Accommodation and Contents if the Tenant does not leave them clean at the end of the Period of Stay.
- 3.2.4 The Tenant must pay MPML a fair share of the proper and reasonable costs of cleaning the Shared Areas and Contents if the occupiers do not keep them reasonably clean at any time during the Period of Stay.
- 3.2.5 At any time during the Period of Stay, MPML may serve notice on the Tenant if the Accommodation is not being kept in the condition required by these terms and conditions. The notice will give the Tenant 2 days to bring the Accommodation back to the required condition. If the Tenant does not do the work specified in the notice, MPML may arrange for the work to be done, and claim the cost of the work from the Tenant as damages (compensation for breach of contract). MPML may also serve notice on the Tenant and other occupiers if the Shared Areas assigned to the Accommodation are not being kept in the condition required by these terms and conditions. MPML may claim the cost of the work specified in the notice from the Tenant and other occupiers jointly if the occupiers have not done it themselves within 2 days of the notice.
- 3.2.6 Claims for cleaning costs are payable within 7 days of MPML's written request.
- 3.2.7 The Tenant 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 Tenant must report any damage to the Building or its Contents as soon as practicable after the Tenant becomes aware of it. In an emergency, the Tenant should contact a member of MPML staff immediately. In other cases, the Tenant should make the report using MPML's electronic repair and maintenance service (details to be provided to the Tenant at the start of the Period of Stay). If the Tenant fails to report damage in a timely manner or at all and as a result the damage becomes worse, the Tenant is liable to pay MPML compensation for the cost of rectifying the additional damage that could have been prevented. The Tenant should not attempt to carry out any repair or use their own contractors because MPML has an obligation to ensure that repairs and maintenance are carried out safely and in a way that consistently protects the Building, its systems and the health and safety of all occupants.
- 3.2.9 The Tenant will not have to pay MPML 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 Tenant will have to pay MPML for damage over and above this level, including accidental damage, unless the insurer pays for it. MPML has discretion whether or not to claim against the insurance, because of the effect this may have on future premiums. MPML will exercise its discretion reasonably. For example, MPML will not ask the Tenant to pay for damage caused by natural flooding, but MPML may ask the Tenant to pay for damage caused by the Tenant's carelessness or deliberate acts.

- 3.2.10 The Tenant should notify MPML within 2 days of taking occupation if there is any discrepancy between the condition of the Accommodation and Contents as described on the check-in report and the condition of the Accommodation and Contents as they find them. If the Tenant does not notify a discrepancy to MPML at the start of their occupancy, the Tenant may find it difficult to claim later that any discrepancy was already present at check-in.
- 3.2.11 The Tenant must pay MPML a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if MPML 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) MPML has not been able to identify the culprit.
- 3.2.12 Any compensation the Tenant is liable to pay under clauses 3.2.9 to 3.2.11 is payable within 7 days of MPML giving the Tenant written notice of the amount claimed.

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

- 3.3.1 The Tenant may use the Accommodation for residential and study purposes only. The Tenant 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 Tenant only. The Tenant must promptly notify MPML if at any time during the Period of Stay the Tenant is not a Student.
- 3.3.3 The Tenant must not engage in any form of antisocial behaviour, or allow visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to MPML, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the Accommodation, 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 person's age, disability, gender reassignment, marital or partnership status, pregnancy or maternity, race, religion or belief, sex, sexual orientation or socio-economic status).
- 3.3.4 The Tenant must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. The Tenant 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 MPML 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
  - (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

- 3.3.5 The Tenant 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 Tenant must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, the Tenant 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 Tenant must not place washing to dry in any of the Shared Areas which is not a room provided by MPML specifically for that purpose. (Not all developments have a drying room).
- 3.3.6 The Tenant must not display any notice or poster (other than a temporary 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.
- 3.3.7 Except for an animal trained to assist with a disability, the Tenant must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Building. The Tenant is advised to notify MPML before accepting their Offer if they intend to bring an assistance animal, because MPML may need to make reasonable adjustments to accommodate it. The Tenant must pay MPML for any damage which an animal causes in the Building if the damage is beyond fair wear and tear. If the Tenant has an assistance animal, the Tenant is responsible for keeping the animal under control and ensuring it does not cause a nuisance to others. If the Tenant is allergic to animals, s/he is also advised to notify MPML as soon as possible after receiving their Offer, so that MPML can try to avoid allocating the Tenant a bedspace which is close to an animal.
- 3.3.8 The Tenant 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 (both of 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.
- 3.3.9 The Tenant must not store or charge any e-bike, e-scooter or similar battery-powered vehicle in any part of the Building, except in areas designated by MPML. Only chargers that comply with UK safety standards may be used. MPML may remove or disable access to any unsafe equipment. MPML will not remove or interfere with electric wheelchairs or other essential mobility aids, except where immediate action is necessary to prevent a serious and imminent risk of injury or danger to life. In such cases MPML will, on request, assist the Tenant with information about obtaining an appropriate charger, but the choice and use of any charger remains the Tenant's responsibility.
- 3.3.10 Where parking or other vehicle restrictions apply at the Building (this will be made clear in the advertising for the Building) the Tenant 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 Tenant (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 MPML'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.
- 3.3.11 The Tenant must not use a television set (or view television in the Accommodation by any other means requiring a television licence) without the applicable licence.

#### **3.4 Visitors**

- 3.4.1 Additional restrictions on visitors apply to joint tenants (see clause 10.5) and occupiers of twin rooms (see clause 9.1.10).
- 3.4.2 The Tenant may have visitors at reasonable times during the day, with reasonable frequency, provided that visitors do not cause a nuisance or annoyance to other residents in the Building.
- 3.4.3 If overnight guests are permitted by these terms and conditions, the Tenant 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.

- 3.4.4 The Tenant must not host any party in the Shared Areas.
- 3.4.5 The Tenant is responsible for all visitors they invite into the Building and if MPML or anyone else suffers loss, damage or injury as a result of the visitor's actions or negligence, the Tenant must indemnify (pay compensation to) the person or persons affected, and may also be liable to pay their legal fees and expenses.
- 3.4.6 The Tenant must co-operate if a member of MPML staff requests a visitor to leave the Building.
- 3.4.7 The Tenant must not allow anyone else to live in the Accommodation (other than an authorised occupier who also has a contract to live there) or in any of the Shared Areas.

### **3.5 Health and Safety**

- 3.5.1 The Tenant 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 Tenant must not use or keep any item at the Building which is likely to present a risk to themselves or others. 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 MPML reasonably believes the Tenant 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, 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 MPML);
  - (c) chargers and batteries for e-bikes, e-scooters or similar, except in designated areas even then only if UK-compliant chargers are used;
  - (c) drugs or any other thing which it is illegal to use or possess.
- 3.5.3 The Tenant 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
  - (b) smoking or vaping in No-Smoking areas
  - (c) setting off alarms without good reason
  - (d) propping fire doors open
  - (e) removing or defacing fire exit signs
  - (f) obstructing or misusing escape routes
  - (g) removing or misusing fire extinguishers or other fire-fighting equipment
- 3.5.4 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, incense, burning toast or other food. MPML will caution the Tenant if the Tenant accidentally activates fire or smoke detection equipment for the first time. If the Tenant accidentally activates the equipment a second or subsequent time, MPML may claim from the Tenant the proper and reasonable costs of re-setting the equipment and logging the incident (as damages (compensation for breach of contract)). The Tenant agrees to pay MPML the amounts claimed within 7 days of MPML asking for them. MPML will claim damages(compensation) from the Tenant for deliberately activating equipment without good reason, even if it is the first time.
- 3.5.5 The Tenant agrees to attend a fire drill arranged by MPML. Details of when this will be held will be made available when, or soon after, the Tenant takes occupation.
- 3.5.6 The Tenant must not smoke or vape in or on any part of the Building unless they are in a designated smoking area.



- 3.5.7 The Tenant must treat MPML 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.
- 3.5.8 If the Tenant wishes to use their own electrical appliance in the Building, the appliance must first pass a portable appliance test and the Tenant must show evidence to MPML that the appliance passed the test less than 6 months before the Start Date.
- 3.5.9 The Building's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. The Tenant 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 Tenant's actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, the Tenant must pay MPML for that loss or damage. If the Tenant's actions or carelessness cause the insurer to increase the insurance premium, the MPML may claim the amount of the increase from the Tenant as damages (compensation). The Tenant agrees to pay the amount claimed within 7 days of MPML making a written request for payment.
- 3.5.10 The Tenant must immediately comply with the requests and directions of MPML staff where these relate to health and safety or security and must promptly leave the Building if the fire or smoke alarm sounds.
- 3.5.11 The Tenant must notify MPML promptly if the Tenant 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.
- 3.5.12 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 Tenant must not override or adjust any such safety mechanisms or any other window fittings.
- 3.5.13 To reduce the risk and impact of fire, the Tenant must obtain written consent in advance from MPML before bringing any of the following items into the Building. MPML may refuse to give consent if (in its reasonable opinion) the item is a potential hazard:
  - (a) upholstered furniture;
  - (b) beds, upholstered headboards, mattresses;
  - (c) sofa-beds, futons, other convertible seating-sleeping items;
  - (d) scatter cushions, seat pads;
  - (e) loose or stretch covers for furniture;
  - (f) electrical appliances (see clause 3.5.8 for test requirements);
- 3.5.14 MPML's consent is not required for
  - (a) pillows, duvets, blankets or sleeping bags;
  - (b) sheets, pillowcases, valances, loose mattress covers;
- 3.5.15 The Tenant must comply with all notices and guidance relating to health and safety which may be posted in the Building or circulated by MPML from time to time. Occupiers of HMOs have a legal obligation to comply with the reasonable instructions of the property manager in respect of any means of escape from fire, the prevention of fire and the use of fire equipment.
- 3.5.16 The Tenant is required to provide MPML with contact details of an adult relative or other suitable person (Nominated Person). The Tenant agrees that MPML may contact and inform the Nominated Person in case of emergency or if in the reasonable opinion of MPML there is cause for concern for the health, safety or welfare of the Tenant. MPML is not liable for any damage, loss, illness or injury which the Tenant suffers as a result of MPML being unable to contact the Nominated Person or if the Tenant has not provided accurate contact details for the Nominated Person.
- 3.5.17 MPML 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 to have in one's possession, MPML may hand it over to the police, without liability to the Tenant or the owner of the item. If the item is perishable or a living thing, MPML will dispose of it in the way MPML considers to be appropriate, without liability to the Tenant (and the Tenant shall be liable to pay any compensation due to the owner of the item if it does not belong to the Tenant). Otherwise, MPML will give the Tenant a receipt for the item and will store it until the End Date. The Tenant will be liable to pay MPML damages (compensation for breach of contract) equivalent to reasonable storage costs and agrees to pay within 7 days of MPML making a written request for payment. If the Tenant has not collected the confiscated item within 7 days after the end of the End Date, MPML may dispose of the item in accordance with clause 3.8.5.

### **3.6 Security**

- 3.6.1 During the Period of Stay the Tenant must not leave the Accommodation unoccupied for more than two weeks without first notifying MPML.
- 3.6.2 The Tenant 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 Tenant 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 Tenant must ensure that the external door is locked after they enter or leave the Building.
- 3.6.5 The Tenant 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 Tenant should use reasonable efforts to make sure that an intruder or potential intruder does not follow them into the Building. The Tenant 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 MPML at check-in.
- 3.6.6 If the Tenant leaves their personal belongings in the Shared Areas, they do so at their own risk.
- 3.6.7 The Tenant 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 Tenant must notify MPML promptly if the Tenant 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 Tenant must comply with all notices and guidance relating to security which may be posted in the Building or circulated by MPML from time to time.
- 3.6.10 The Tenant must take their Keys with them when leaving the Accommodation and take reasonable care of them. The Tenant must not mark or label any Key with the address of the Building or the Accommodation. The Tenant may label Keys with their telephone number as long as the label is removable without marking or damaging the Key.
- 3.6.11 If the Tenant breaks a Key through mis-use, loses a Key or it is stolen:
  - (a) the Tenant must report the breakage, loss or theft to MPML immediately;
  - (b) the Tenant agrees to pay MPML £25 for a replacement (payment is due on request supported by evidence in writing); and
  - (c) the Tenant agrees to pay MPML the cost of a key holder or locksmith to attend out of hours (this is likely to be in the region of £90, but may vary and will not be more than the cost to MPML).

### **3.7 Privacy and access**

- 3.7.1 The Tenant must respect the privacy and possessions of other occupiers in the Building.
- 3.7.2 The Tenant must give MPML access to the Accommodation for the following purposes:



- (a) showing the Accommodation to prospective occupiers;
  - (b) inspecting the Accommodation to ensure the Tenant 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 Tenant's obligations in these terms and conditions if the Tenant 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 Tenant has not responded to MPML's requests to make contact;
  - (h) for any other reasonable purpose connected with the management of the Building.
- 3.7.3 MPML will normally give the Tenant 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; the Tenant may not receive personal notification. MPML will be entitled to enter the Accommodation without notice to carry out repairs requested by the Tenant, to rectify a breach of the Tenant's obligations, to abate a nuisance, to deal with an emergency or if MPML has serious concerns about the Tenant's welfare.
- 3.7.4 If the Offer is for a tenancy, the Tenant will have exclusive possession of the Accommodation, but must still give MPML access for the purposes set out in clause 3.7.2.
- 3.7.5 If the Offer is for a licence to occupy a Twin Room, the Tenant will not have exclusive possession of the Accommodation. The Tenant must give MPML access for the purposes set out in clause 3.7.2 and at any other time when MPML reasonably requires access. The Tenant 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 MPML does not need to give notice if it requires access to Shared Areas, even if these are within a Flat. MPML does not need to give notice if it requires access to any part of the Building (including the Accommodation in an emergency).
- 3.8 At the end of the Period of Stay**
- 3.8.1 The Tenant 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, MPML may claim a reasonable amount in compensation from the Tenant for returning those items to the Shared Areas.
- 3.8.2 The Tenant (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, MPML may claim a reasonable amount in compensation from the Tenant for returning those items to the Accommodation.
- 3.8.3 The Tenant must either:
- (a) attend a check-out inspection with a member of MPML 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 Tenant 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 Tenant must return all Keys to MPML on or before the End Date. If the Tenant does not return any of the Keys, MPML will make a reasonable attempt to contact the Tenant and give them 3 days to return the Key(s). If any Key has still not been returned at the end of the 3 day period, MPML will change the locks and/or deactivate the Key and claim the replacement costs from the Tenant. The replacement costs are payable within 7 days of demand supported by written evidence and the Deposit may be used for this purpose.
- 3.8.5 The Tenant must remove all their belongings and rubbish from the Accommodation. MPML is not liable for any loss or damage to property which the Tenant leaves behind. If the Tenant leaves any item which appears to MPML staff to be of value (around £100 or over), MPML will make reasonable attempts to contact the Tenant to give the Tenant the opportunity to collect it. If MPML is unable to contact the Tenant, or if the Tenant does not collect the item within 2 weeks after the End Date, MPML may dispose of the item as it thinks fit. If MPML sells the item, it may deduct the cost of sale and storage from the proceeds. In other cases, MPML shall be entitled to claim the costs reasonably incurred in disposing of the item (and may take this amount from the Deposit).
- 3.8.6 If the Tenant asks MPML to forward the item to the Tenant, MPML may require the Tenant to pay the postage, packaging, insurance and/or any other reasonable costs incurred. (The Tenant may agree to these amounts being deducted from the Deposit as an alternative to sending the money to MPML.)

### **3.9 Official notices**

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

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

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

## **4 MPML'S OBLIGATIONS**

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

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

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

- 4.2.1 MPML will ensure that the Building and its Contents are in clean and sound condition at the Start Date. If the Tenant reports any significant discrepancy between the condition described on the check-in report and the condition of the Accommodation as it actually is, MPML will carry out appropriate maintenance, repair or replacement within a reasonable time of the Tenant reporting the defect. Details of MPML's anticipated repair and maintenance response times are available to view on [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk).
- 4.2.2 MPML will keep the Building and its Contents in good repair and proper working order.
- 4.2.3 MPML shall be entitled to claim damages (compensation) from the Tenant for the cost of repairs or replacements if they are reasonably necessary because of the Tenant's acts or neglect, including accidental damage. MPML will not claim from the Tenant the cost of repairing or replacing items damaged by fair wear and tear, or damage

which the insurer pays for.

- 4.2.4 MPML shall be entitled to claim from the Tenant as damages (compensation) 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) MPML cannot identify the culprit.
- 4.2.5 As long as there is no risk to health and safety or security, MPML may delay carrying out a repair or replacement until the Tenant or the occupiers pay for the loss or damage caused by their actions or neglect. If MPML does not delay and pays out of its own resources, that shall not prevent MPML from claiming the cost of repair or replacement from the Tenant after the event.
- 4.2.6 MPML 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 MPML shall not be liable to carry out any repair or replacement until MPML becomes aware that the repair or replacement was needed.

#### **4.3 Council Tax**

If MPML receives money from the Tenant to meet any applicable council tax liability, MPML will pay the whole of that money to the local authority.

#### **4.4 Insurance**

- 4.4.1 MPML will keep the Building insured against such risks as it considers reasonably necessary.
- 4.4.2 MPML will provide the Tenant with a copy of the current insurance policy on request. Insurance of the Building is subject to the terms, conditions, exclusions limitations of the policy in force from time to time.
- 4.4.3 If damage by an Insured Risk occurs, MPML will spend the money paid by the insurer on repairing or rebuilding the Building, but only if:
  - (a) MPML 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 Tenant has not invalidated or substantially reduced the insurance cover by their own action or neglect:
  - (a)
    - (i) MPML will use reasonable endeavours to provide the Tenant with comparable substitute accommodation until the End Date or, if earlier, until the Accommodation is fit for habitation; and
    - (ii) MPML will pay the Tenant such relocation expenses as are reasonable in the circumstances;
    - (iii) the Tenant will accept the comparable substitute accommodation;
  - but
  - (b) if MPML is unable to provide comparable substitute accommodation, MPML will release the Tenant from their accommodation contract without charge, and without being liable to pay the Tenant compensation other than reasonable relocation expenses,.
- 4.4.5 Substitute accommodation will be comparable, and the Tenant must accept it, if it is similar in size, amenity and location to the Accommodation. If MPML provides substitute accommodation, these terms and conditions shall apply whilst the Tenant is in occupation of it. Once the Accommodation becomes fit for habitation the Tenant must move out of the substitute accommodation and return to the Accommodation.
- 4.4.6 Personal possessions insurance is included in the Accommodation Fees and is provided subject to the terms, conditions, exclusions and limitations of the policy in force from time to time. The current policy wording, a summary of cover, and details of how to make a claim (including the insurer's contact details) can be viewed at [www.mansionstudent.co.uk](http://www.mansionstudent.co.uk).
- 4.4.7 Claims must be made directly to the insurer in accordance with the policy

requirements. MPML is not responsible for administering or managing claims.

- 4.4.8 It is the Tenant's responsibility to check that the personal possessions cover provided is adequate for their needs and to arrange any additional insurance they consider necessary.

#### **4.5 Parcel and Delivery Management**

- 4.5.1 MPML may, at its discretion, accept parcel deliveries, including online grocery deliveries, on behalf of the Tenant. This service is provided strictly on a goodwill basis and may be withdrawn or limited at any time if reception capacity is exceeded.
- 4.5.2 MPML is not responsible for hot food deliveries, perishable groceries or items requiring refrigeration, nor for any deterioration, loss or delay where reception staff are unable to store or process such items.
- 4.5.3 MPML may refuse or redirect deliveries where the volume of parcels, the size or nature of the items, or operational constraints mean reception cannot safely receive or store them.
- 4.5.4 Tenants must collect deliveries promptly when notified. MPML may dispose of perishable items that pose a hygiene or safety risk.
- 4.5.5 MPML accepts no responsibility for parcels or deliveries that are refused, redirected, perishable, damaged, uncollected, or incorrectly addressed, or which cannot be returned to sender without charge if they are not collected by the addressee.
- 4.5.6 MPML may refuse to accept any parcels or delivery that it reasonably suspects may contain items that the Tenant must not have at the Building.

### **5 ENDING THE TENANCY**

#### **5.1 How long the tenancy will last**

- 5.1.1 The Tenant's contractual right to occupy the Accommodation will come to an end automatically on the calendar End Date stated in the Offer.
- 5.1.2 If the Tenant remains in occupation after the End Date, the Landlord may apply to court for an order seeking possession.
- 5.1.3 Neither MPML nor the Tenant is entitled to give notice to quit, but:
- (a) MPML may terminate the contract before the calendar End Date in accordance with clause 5.2;
  - (b) The Tenant may apply to MPML for early release from their obligations as set out in clause 5.3.

#### **5.2 Early termination by MPML**

- 5.2.1 MPML may terminate the contract, tenancy or licence at any time by serving notice on the Tenant if:
- (a) any instalment of Accommodation Fees has not been paid within 7 days of the due date for payment (whether it has been formally demanded or not); or
  - (b) any other payment the Tenant should pay under these terms and conditions has not been paid within 14 days of the due date for payment; or
  - (c) the Tenant has committed a serious breach of their contract, or has repeatedly failed to comply with their obligations;
  - (d) the Tenant does not have status as a Student; or
  - (e) in MPML's reasonable opinion the health or behaviour of the Tenant constitutes a serious risk to him/herself or others or to another person's property or makes them unfit to live in the Building;
  - (f) a court or tribunal decides that the tenancy is an assured tenancy and there are applicable Grounds in Schedule 2 of the Housing Act 1988 (as amended from time to time).
- 5.2.2 The period of notice given may vary, depending on the circumstances, but in the case of a notice given under clause 5.2.1(f) must be in the prescribed form and of the

prescribed duration.

- 5.2.3 If the Tenant has not vacated on or before the end of the notice period, the Landlord will be entitled to apply to court for permission to evict the Tenant and will claim damages (compensation) from the Tenant for use of the Accommodation and the Tenant agrees to pay court fees and professional fees properly and reasonably incurred as ordered by the court.
- 5.2.4 If MPML reasonably believes that the Tenant has ceased to live in the Accommodation, MPML may forfeit the tenancy (or end the licence, as applicable) for any of the reasons in clause 5.2.1 by peaceably re-entering the Accommodation, provided that the Tenant is not in actual occupation at the time.

### **5.3 Termination by the Tenant before the End Date**

- 5.3.1 By entering into the contract, the Tenant agrees to pay Accommodation Fees until the calendar End Date stated in the Offer.
- 5.3.2 As a concession to the Tenant, MPML will agree to release the Tenant from their payment obligations before the applicable End Date but only if and when ALL the following conditions are met:
- (a) a replacement occupier, reasonably acceptable to MPML, agrees to take the Accommodation (MPML will use reasonable endeavours to help the Tenant find a replacement, but cannot guarantee that a replacement will be available);
  - (b) the Tenant pays a £75 Termination of Tenancy Payment to MPML (or agrees in writing that MPML may deduct the Termination of Tenancy Payment from the Deposit) as a contribution towards the Landlord's loss or the reasonable costs incurred by the Landlord's letting agent, as a result of the termination;
  - (c) the Tenant has paid all Accommodation Fees due up to and including the date the replacement takes over or agreed in writing that these may be taken from the Deposit;
- 5.3.3 For the purposes of clause 5.3.2, the replacement occupier must be a Student and must not already be living in MPML accommodation. If the Tenant introduces the replacement occupier, that replacement shall be allocated to the Accommodation. If the Tenant does not introduce a replacement occupier, MPML 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 Tenant from his/her contract.
- 5.3.4 If the Tenant's contract is validly terminated under clause 5.3.2:
- (a) MPML will refund to the Tenant a fair and reasonable proportion of any Accommodation Fees which the Tenant has already paid, calculated according to the period during which the Accommodation is let to someone else. The Tenant will be 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 Tenant moves out of the Accommodation. (If the Accommodation is not re-let before the End Date, MPML will not refund any pre-paid Accommodation Fees);
  - (b) the Deposit (or any undisputed balance of the Deposit) will be allocated in the same way as it would have been if the contract had ended on the calendar End Date.
- 5.3.5 MPML 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 Tenant 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 Tenant's early departure has been filled and there is no loss to MPML.
- 5.3.6 MPML's acceptance of Keys at any time shall not in itself be effective to terminate the Tenant's agreement before the calendar End Date stated in the Offer.

### **5.4 Relocations and transfers**



- 5.4.1 The Tenant may request a transfer, but transfers are subject to there being places available. MPML is not under any obligation to allow the transfer.
- 5.4.2 MPML may ask the Tenant to relocate to comparable alternative accommodation where it is reasonable to do so (for example, if their Flat is under-occupied or badly damaged) and the Tenant will not unreasonably refuse to comply with that request.
- 5.4.3 If relocation is made at the Tenant's request, the Tenant shall pay MPML a Variation of Tenancy Payment of £50, or such higher amount as the Landlord or letting agent can demonstrate to be reasonable.
- 5.4.4 If the Tenant is relocated before the End Date the Offer and its Applicable Terms will apply to the substituted accommodation.

## **6 THE DEPOSIT**

- 6.1 MPML will protect the Deposit to the extent and in the manner required by the applicable ACoP.
- 6.2 The Tenant 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.
- 6.3 If the Guarantor or anybody else arranged with the Tenant to pay the Deposit on the Tenant's behalf, the Tenant must notify MPML before paying the Deposit. The Tenant agrees to MPML disclosing relevant information about the Deposit to the person who paid the Deposit.
- 6.4 The Deposit may be used by MPML:
  - 6.4.1 to pay or contribute to any sum due under these terms and conditions, including Accommodation Fees and other sums that MPML is entitled to ask for under these terms and conditions; and
  - 6.4.2 to compensate MPML for any breach by the Tenant (or failure to ensure their invited visitor complies with) the obligations set out in 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 7.3 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**

The Landlord's address for service of notices, including the service of legal proceedings, is c/o Mansion Property Management Limited, 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3SB.

### **7.2 Ground 2, Schedule 2 Housing Act 1988 – Mortgagee's Interest**

In case the tenancy should take effect as an assured tenancy then, in accordance with Ground 2 of Schedule 2 of the Housing Act 1988, MPML hereby gives the Tenant notice (in advance of the Tenant entering into the contract) that:

- 7.2.1 The Building is subject to a mortgage or charge granted before the Tenant entered into his/her contract; 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 Tenant's contract may be terminated before the calendar End Date 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 Ground 4A, Schedule 2 Housing Act 1988 – Full-time Student Letting**

In case the tenancy should take effect as an assured tenancy of or in an HMO MPML hereby gives the Tenant notice (in advance of the Tenant entering into the contract) that MPML wishes to be able to recover possession of the Accommodation on a date between 1 June and 30 September on the basis that:

- 7.3.1 the Accommodation is, or is in, an HMO;
- 7.3.2 the Tenant meets the 'student test' (as defined in Ground 4A of schedule 2 of the Housing Act 1988) when the tenancy is entered into;
- 7.3.3 the Tenant entered into the contract less than 6 months before becoming entitled to possession of the Accommodation;
- 7.3.4 the Landlord intends the next tenant of the Accommodation to be someone who meets the student test when that new tenancy is entered into.

### **7.4 Contracts (Rights of Third Parties) Act 1999**

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

### **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 MPML are given in the Offer and in clause 1.1.
  - (b) The contact details for making complaints to MPML and for information requests are given in clause 1.1.
  - (c) MPML's VAT registration number is 9272990.
  - (d) The law which applies to the contract between (1) MPML and (2) the Tenant 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 ACoP. Information about the ACoP can be viewed at [www.anuk.org.uk](http://www.anuk.org.uk).
- 7.5.3 Any dispute about a protected Deposit may be referred to the Scheme Administrator for dispute resolution.

## **8 MISCELLANEOUS**

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

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

### **8.2 Internet**

- 8.2.1 MPML may temporarily suspend the Tenant's access to the internet service if:

- (a) the Tenant is in arrears of Accommodation Fees by 14 days or more;
  - (b) the Tenant has not responded to MPML's reasonable attempts to contact them; and
  - (c) MPML has given the Tenant reasonable written warning of the proposed suspension.
- 8.2.2 A suspension under clause 8.2.1 will be lifted promptly once the Tenant contacts MPML and agrees a payment plan. The suspension is not intended to make the Tenant leave the Accommodation, nor to interfere with security of occupation, but a proportionate arrears-management measure.
- 8.2.3 MPML may temporarily suspend or restrict the Tenant's internet access where this is reasonably necessary to:
  - (a) protect the security or functioning of the network;
  - (b) prevent or respond to malware, hacking attempts or other cybersecurity threats originating from the Tenant's device or network use; or
  - (c) comply with an internet service provider's requirement, legal obligation or takedown notice.
- 8.2.4 Following a suspension under clause 8.2.3, MPML will restore the service as soon as reasonably practicable once the issue has been resolved.
- 8.2.5 MPML will not be liable to the Tenant for any loss or expense arising from a suspension of or disruption to internet service if it is made in accordance with clause 8.2.1 or clause 8.2.3 or due to a technical fault or attack outside the reasonable control of MPML.
- 8.3 Notices**
- 8.3.1 To help avoid disputes, it is useful to keep a record of communications between MPML and the Tenant. Without a written record, it may be difficult to prove later that something was said or agreed.
- 8.3.2 Notices sent by MPML will be deemed to have been properly served on the Tenant if:
  - (a) sent by first class post to the Accommodation or the Tenant's last-known address, or left at the Accommodation; or
  - (b) sent by email to the Tenant's last-known e-mail address.
- 8.3.3 Notices sent by the Tenant will be deemed to have been properly served on MPML if:
  - (a) sent by first class post to MPML's address (either the address in section 1 of these terms and conditions, and in the Offer or such other address as MPML may subsequently have notified to the Tenant); or
  - (b) sent by email to MPML'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 MPML may subsequently have notified to the Tenant).
- 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 Tenant'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 of section 196 of the Law of Property Act 1925.

#### **8.4 Data Protection**

8.4.1 MPML agrees to meet its responsibilities under the Data Protection Act 2018 and the UK GDPR.

8.4.2 The Tenant agrees that MPML may process relevant information about the Tenant or the Tenant's visitors and any emergency contact person nominated by the Tenant, for all lawful purposes connected to the Tenant's contract. This may include disclosing relevant information about the Tenant to their institution of study, the Guarantor, the Scheme Administrator, the ACoP, the police, other law enforcement agencies, utility companies, local authorities, benefits services, immigration authorities or other government agencies, or any person who needs a reference. MPML will give out information about the Tenant 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 MPML will allow the Tenant to see the personal information it holds about the Tenant on request. MPML will correct any information about the Tenant that is wrong. If MPML and the Tenant disagree about whether any of the Tenant's information is wrong, MPML will keep a record of the Tenant's objection.

#### **8.5 Limitation of liability**

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

- (a) if MPML cannot get in touch with a Tenant's nominated emergency contact – see clause 3.5.16
- (b) confiscation of items - see clause 3.5.17
- (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 MPML will not be liable to the Tenant 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, MPML's total liability under the Tenant's contract is limited to the Accommodation Fees.

#### **8.6 Complaints**

MPML's complaints handling process can be viewed at

## **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, MPML does not guarantee that the Accommodation allocated to the Tenant 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.mansionstudent.co.uk](http://www.mansionstudent.co.uk). 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**

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

## **8.9 If MPML does not enforce the Tenant's contract immediately**

If MPML 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. MPML 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 Tenant'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 Tenant and MPML 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 Scheme Administrator for adjudication, in accordance with the scheme's rules.
- 8.10.4 The rights and remedies provided in the Tenant's contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## **9 TWIN ROOMS**

- 9.1 Where the room type specified in the offer is "twin" the contract is for a licence to occupy on a non-exclusive basis and:
- 9.1.1 any references in these terms and conditions to 'Tenant', 'Landlord', 'tenancy' or similar expressions are to be read as references to 'Licensee', 'Licensor', 'licence' and corresponding expressions;

- 9.1.2 references to the Housing Act 1988 shall be ignored;
- 9.1.3 Clauses 3.3.2 and 3.4.7 do not prevent the Tenant from sharing with the other authorised occupier.
- 9.1.4 the terms and conditions in this clause 9 apply in addition to clauses 1 to 8 and 11.
- 9.2 Each occupier is individually liable to pay the Deposit and the Accommodation Fees, and any Interest or charges for late payment relating to them.
- 9.3 Neither occupier will have exclusive possession of the shared room.
- 9.4 During the Period of Stay, the Tenant must treat the other occupier with consideration, courtesy and respect. The Tenant 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 one occupier are: bed, mattress, bedside cabinet.
- 9.5 There may be times when occupiers of twin rooms are not compatible. The Tenant is encouraged to try and resolve any differences with the other occupier, and be prepared to make reasonable compromises. If the Tenant finds living with the co-occupier intolerable (despite reasonable efforts to get along) the Tenant should report the circumstances to MPML. MPML will use reasonable attempts to accommodate the Tenant in comparable alternative accommodation, subject to availability. The Tenant shall not be liable to pay any relocation fees to MPML, or be entitled to any compensation from MPML, if the Tenant relocates under this clause 9.5.
- 9.6 MPML may request the Tenant to move to comparable alternative accommodation for any of the following reasons:
  - 9.6.1 to avoid under- or over-occupancy of twin rooms;
  - 9.6.2 where the Tenant and/or their co-occupier cause nuisance or annoyance to each other or to the occupiers of other rooms nearby;
  - 9.6.3 promote equality and diversity;
  - 9.6.4 some other substantial reason.

The Tenant shall not be liable to pay any relocation fees to MPML, or be entitled to any compensation from MPML, if the Tenant relocates under this clause 9.6 The Tenant may be liable to pay compensation to MPML if the Tenant does not co-operate with MPML's request and MPML has to take legal action to enforce this clause.
- 9.7 The Tenant will not necessarily have a licence of the same duration as the other occupier of the twin room. If one of the occupiers leaves, MPML may introduce a replacement occupier and the Tenant will not be entitled to object. The replacement occupier will be a student and will be of the same sex as the remaining occupier.
- 9.8 The occupiers are jointly and individually liable for taking care of the room and its Contents. This means that MPML may claim damages (compensation) from either or both of them for failure to comply with these terms and conditions (such as damage, cleaning, removal of rubbish and missing Contents). MPML will claim from the occupier responsible if MPML is reasonably satisfied that only one of them is at fault.

Otherwise, MPML may claim from either or both occupiers, using its reasonable discretion.

- 9.9 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 claim, even if they believe the other occupier was at fault, unless they can prove to MPML's reasonable satisfaction that the room was in a satisfactory condition when that occupier returned their Keys.
- 9.1.9 MPML 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
  - (b) the co-occupier is out; or
  - (c) 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 MPML and the Tenant 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 MPML has emailed each co-occupier to confirm that the agreement for the Accommodation is in place. The agreement will be an agreement for a joint tenancy of the Accommodation.
- 10.3 The liability of each person named as Tenant is joint and several. This means that either of them can be required to make any or all the payments due under the tenancy agreement. MPML 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:
- 10.4.1 both co-occupiers will remain fully liable for the Tenant's' obligations in these terms and conditions, unless MPML formally releases the person who vacates. MPML 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 MPML as a tenant, who enters into a contract for the Accommodation with MPML;
  - 10.4.2 neither MPML 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 and 11). Joint tenants must not have visitors overnight.
- 10.6 Each occupier of the Accommodation must be a Student throughout the Period of Stay.
- 10.7 MPML shall not be obliged to relocate either occupier if they find that they do not like living with each other. MPML will treat transfer requests sympathetically in such circumstances.
- 10.8 Tenants in joint tenancies must show 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. MPML will not normally intervene in disputes between joint tenants.
- 10.9 MPML 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, MPML may still claim against one or both occupiers for cleaning or damage if the second occupier does not leave the Accommodation and Contents in the condition required by these terms.

## **11 PROMOTIONS**

If and to the extent that the Tenant has the benefit of any Promotions, the following conditions shall apply:-

- 11.1. Documentation and any relevant information about the Tenant and/or the Guarantor must be provided within 5 days of MPML's request.
- 11.2 Promotions cannot be exchanged for cash or any alternative.
- 11.3 Promotions are specific to the Tenant and are not transferrable to another person or property without MPML's consent (which is within MPML's discretion).
- 11.4 Promotions are conditional on the Tenant complying with the obligations in their tenancy agreements. Tenants who have not complied with those obligations:
  - 11.4.1 may not be offered any Promotion for renewing their tenancy;
  - 11.4.2 are not eligible to apply for any in-tenancy Promotion; and
  - 11.4.3 could lose any Promotion that has already been offered and be liable to pay the full advertised price for the Accommodation
- 11.5 MPML does not employ aggressive trade practices and any Promotion advertised will be available for the duration of the Promotion. Promotions may be for limited periods and MPML may withdraw or alter a Promotion at any time before it is included the Offer.
- 11.6 The offer of a Promotion is in MPML's discretion and in the event of any dispute about a Promotion, MPML's shall have full discretion (as long as it behaves lawfully and reasonably).
- 11.7 Promotions are not available to employees of the Landlord, MPML or employees of

any of their associated companies, their families or agents, or any of any other agent associated with the Promotion.

- 11.8 If the Promotion is in the form of a percentage discount from the advertised Accommodation Fees, MPML agrees that the Promotion will operate as an express waiver of its right to recover the discounted amount under the Tenancy Agreement PROVIDED THAT the Tenant pays their Accommodation Fees when due throughout the Period of Stay.
- 11.9 A Promotion is not a contract for a tenancy or licence and does not grant a tenancy or licence.
- 11.10 Promotions are made by MPML t/a Mansion Student, 1 Oakwood Square, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3SB and may be made on behalf of the Landlord.
- 11.11 Promotions are subject to any additional terms and conditions applicable to the Promotion and made known before a Promotion is accepted by a Tenant. Unless otherwise stated Promotions in the form of vouchers or tangible rewards will be honoured within the period of 30 days beginning with the Start Date.
- 11.12 All Promotions are governed by and construed in accordance with English Law and (save in respect of the enforcement of any judgment) the parties agree to submit to the exclusive jurisdiction of the English courts.