Fresh.

Common Law Tenancy Agreement (Tenancy Agreement) dated <<TODAY>>

(Managing Agent)	Fresh Property Group Ltd Fourth Floor, Sicilian House, 21 Southampton Row, London, WC1B 5HA Email: Info@thisisfresh.com Operating under the Brand: Fresh "The Managing Agent"
(Landlord)	<<LEGALENTITY_NAME>> <<LEGALENTITY_ADDRS>> "The Landlord"
I / Me (Tenant)	<<prfirstname>> <<prlastname>> of <<Prospect_AddrS>> (where the Tenant is more than one person, obligations are undertaken both individually and together)
Guarantor	<<PROSPECT_GUARNAME1>> of <<PROSPECT_GUARADDRS1>>
Residence	<<FLEX_UNITCODE>>, <<propaddr2>>, <<propaddr3>> <<propcity>>, <<propzip>>
Room/ Studio	<<STU_FPG_ROOMDESC>> <<Stu_SRENTLEVEL>> (where the Room is a self-contained studio, any mention of "Shared Area" and "Shared Items" is to be ignored)
Tenancy Period	beginning on <<PRLEASEFROM>> ending on <<PRLEASETO>> (<<Stu_TermWEEKS>> weeks)
Rent	£ <<STU_INSTALLMENTTOTAL>> (for <<Stu_TermWEEKS>> weeks) payable in advance in instalments:

Instalment	Instalment due date	Instalment amount £
<<Stu_InstallmentName1>>	<<Stu_InstallmentDueDate1>>	<<Stu_INSTALLMENTAMOUNT1>>
<<Stu_InstallmentName2>>	<<Stu_InstallmentDueDate2>>	<<Stu_INSTALLMENTAMOUNT2>>
<<Stu_InstallmentName3>>	<<Stu_InstallmentDueDate3>>	<<Stu_INSTALLMENTAMOUNT3>>

SAMPLE

	<<Stu_InstallmentName4>>	<<Stu_InstallmentDueDate4>>	<<Stu_INSTALLMENTAMOUNT4>>
	<<Stu_InstallmentName5>>	<<Stu_InstallmentDueDate5>>	<<Stu_INSTALLMENTAMOUNT5>>
	<<Stu_InstallmentName6>>	<<Stu_InstallmentDueDate6>>	<<Stu_INSTALLMENTAMOUNT6>>
	<<Stu_InstallmentName7>>	<<Stu_InstallmentDueDate7>>	<<Stu_INSTALLMENTAMOUNT7>>
	<<Stu_InstallmentName8>>	<<Stu_InstallmentDueDate8>>	<<Stu_INSTALLMENTAMOUNT8>>
	<<Stu_InstallmentName9>>	<<Stu_InstallmentDueDate9>>	<<Stu_INSTALLMENTAMOUNT9>>
			Total: £ <<STU_INSTALLMENTTOTAL>>

Note: The amounts listed above are standard prices. Any discount that you are eligible for will be applied to your rent amount when you make a payment online via the Residents' Portal.

Holding Deposit Payment	£ <<Advance Rent Payment>>* The Holding Deposit payment will be credited against your first rent instalment and will appear on your payment portal as "Holding Deposit"

SAMPLE

Nature of the Tenancy

The parties agree and acknowledge that this Tenancy is granted on the basis that it is a student letting of accommodation and on the facts and at law, is not an assured tenancy.

This is because, throughout the Term:

(a) the Room is let to a person who is a Student for the purpose of undertaking a course of study at a recognised educational institution;

(b) the Room forms part of purpose-built student accommodation or other qualifying student housing within the meaning of the applicable legislation; and

(c) the Landlord and/or manager of the Room complies with all applicable statutory or regulatory requirements applicable to such student accommodation, including any approved code of practice such as the ANUK / Unipol National Code.

If, notwithstanding the foregoing, the Tenancy is or becomes subject to any statutory regimen applicable to assured tenancies, the parties shall comply with that law, and the Landlord may issue such notices and information as are then required.

Student Status Condition

It is a condition of this Tenancy that the Tenant is, or at the commencement of the Term reasonably expects to be, enrolled as a full-time student at a Specified Educational Establishment.

For the purposes of this clause, a “Specified Educational Establishment” means a recognised higher or further education provider offering a bona fide course of study.

The Tenant shall, upon reasonable request, provide the Landlord with satisfactory evidence of their enrolment on such a course. If the Tenant fails to obtain or maintain such status, or fails to provide satisfactory evidence when requested, the Landlord may treat this as a breach of a fundamental term of this Tenancy and may terminate the Tenancy in accordance with its terms.

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A. My Obligations as the Tenant to The Landlord/ Managing Agent are:

Financial Matters

A1

I agree to pay the Rent in full for the whole Tenancy Period, in the instalments and on the dates stated on page 1, whether or not I receive a formal request from the Landlord.

A2

I agree to pay the following extra sums:

(a) Where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9 and A9.1.

(b) Any reasonable costs incurred by the Landlord arising from my breach of this Tenancy Agreement (including legal fees and court costs, but not internal administrative charges);

Late Payment interest will be applied after 14 calendar days of the rent due date at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.

A2A Payment Without Deduction

All Rent and other sum due under this Agreement must be paid in full without set off, counterclaim, or deduction, save where such deduction is required by law or where a court or tribunal of competent jurisdiction has determined that a sum is due from the Landlord to the Tenant and the Landlord has failed to pay that sum within 14 days of the determination.

A3

I am responsible for obtaining a licence for any device where TV or other streaming services can be watched in the Room, and (jointly with other tenants of the Building) in the Shared Area.

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Condition and Maintenance

A4

I accept the Room, the Shared Area, the Room Items and Shared Items as being present and in good repair and condition, unless I inform the Landlord/Managing Agent to the contrary in writing within 48 hours of moving-in.

I will be provided with a copy of the inventory at the start of the Tenancy. If I do not notify the Landlord / Managing Agent in writing of any disagreements with the inventory within 7 days of the start of the Tenancy, I agree that the inventory is an accurate record of the condition of the Room and the items listed in it.

A5

I will use the Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for

(a) Fair wear and tear caused by normal use;

(b) Any matters that are the Landlord's responsibility; unless such damage is caused by any action or inaction on the part of the Tenant; nor

(c) Any damage covered by the Landlord's insurance policy for the Building so long as the policy is not vitiated / invalidated as a result of any action or inaction on the part or any other occupiers.

A6

I will not:

(a) Mark or change the decorative finish of the Room or Shared Area;

(b) Make any alteration to the fabric or surfaces of the Room or the Shared Area;

(c) Apply sticky tape or 'blu-tack' or similar adhesive on the walls;

(d) Stick pins, nails or screws into the walls;

(e) Flush sanitary items or wipes down the toilet;

(f) Pour oil or grease down the drains nor do anything else likely to block or harm the drains;

(g) Remove any Room Item or Shared Item.

SAMPLE

A6.1

I will endeavour to not adversely affect the environmental performance of the Building and will endeavour to be environmentally responsible and minimise my impact by:

Utilising the equipment in the way it was designed;

(a) Following the “Sustainable Living Guide” and other environmental guidelines from time to time set by the Landlord/ its Managing Agent which are intended to measure, monitor and improv the environmental performance of the Building, details of which are available on the website and/or provided in the Residents App;

(b) Following the waste management procedure (waste segregation and recycling provisions) implemented in the building;

(c) Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

(d) Engaging with the Landlord/ its Managing Agent on reasonable requests on environmental performance matters, to include sharing information as to actions taken by me in the implementation of this clause.

(e) to use reasonable endeavours to notify the Landlord and/or the Managing Agent of any issues which are likely to adversely affect the environmental performance of the Room and/or the Building (including the EPC rating).

A7

I will keep the Room and the Room Items hygienically clean and tidy throughout the Tenancy Period. I will, jointly with the other tenants of the Building, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Tenancy Period.

A8

I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered and recoverable from the Landlord's insurance policy for the Building.

A9

If the Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy the Landlord reserves the right to arrange for cleaning and recover the cost at the end of the tenancy.

SAMPLE

A9.1

If

(a) There has been damage to the Room, the Shared Area or any Room Item or Shared Item for which I am wholly or partly responsible; or

(b) I have caused a blockage of the drains by breaching clause A6; or

(c) I cause damage to any other part of the Building (including any furnishings, fittings or equipment), then I agree that at any time during and at the end of the Tenancy Period the Landlord may:

Make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair.

A10

Where I am responsible for a charge jointly with others, the Managing Agent will assess the proportion for which I am responsible.

A11

I will not attempt to carry out any repairs but will report to the Managing Agent in writing any damage as soon as possible.

Use

A 12

I will move into the Room within 4 weeks of the start of the Tenancy Period.

A 13

Only I am allowed to live in the Room. I will not be permitted to have guests stay in the room for more than three consecutive nights and understand that I must be present with any guests at all times.

A13.1

I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it without the Landlord's consent in writing, such consent which will not be unreasonably withheld.

SAMPLE

A 14

I must not use the Building for the purpose of a business, trade or profession except with the prior written consent of the Landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would amongst other things:

(a) Give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or

(b) Cause a nuisance to other residents / occupiers of the neighbouring properties or significantly increase wear and tear to the Building.

A 14.1

I will not register a business at the Building.

A 15

I understand that I am requested to inform the Managing Agent if I am likely to be absent from the Room for more than 7 days, to provide the opportunity for the Landlord to flush the water system for my health and safety.

A 16

I will make myself aware of the local authority's criteria to qualify for council tax exemption as a full-time student and I will inform the Managing agent if I do not qualify for the exemption.

I will inform the Managing Agent immediately if I cease to be a student in government specified educational institution; and I will pay (or indemnify the Landlord for) any Council Tax charge that may be imposed as a result.

It is my responsibility to make suitable arrangements with the local authority regarding exemption from liability for council tax. If I fail to do so, it will be my responsibility to pay (or indemnify the landlord) for any Council tax charges that may be imposed as a result.

For the avoidance of doubt, the Room is let on the basis that at the tenancy, I will be a student at a government specified educational institution but that there is no unilateral right for the tenant to surrender/void/frustrate/serve notice (etc. etc.) the contract in the event that they cease to be a student.

Conduct

A 17

I will not smoke or vape anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A 18

SAMPLE

I will not bring into or keep any of the following in the Building, including the Room:

(a) Animals;

(b) Illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;

(c) Weapons or imitation weapons;

(d) Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;

(e) Anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;

(f) Any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;

(g) Bicycles (except in areas designated by the Agent).

(h) Portable heaters.

A19

I will not do any of the following in the Building:

(a) Anything unlawful;

(b) Anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the building;

(c) Prepare food other than in the kitchen;

(d) Use a deep-fat fryer;

(e) Play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Room between 11pm and 8am;

(f) Anything which may cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status);

SAMPLE

(g) Tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows;

(h) Anything that may breach the terms of any License that may be necessary for the Building.

A19.1

I will not use, bring, store, or keep any e-scooter or e-bike in any internal area of the Building (including the Room, corridor or common arears) and may store and charge such item only in the designated cycle store in accordance with posted safety instructions. Where no designated cycle store is provided, e-scooters and e-bikes must not be brought into or stored anywhere within the Building.

A19.2

(a) I will not use social media or any other online platform in a way that causes nuisance, distress, harassment, or harm to other residents, staff, visitors, or any person connected with the Building, or in a way that may damage the reputation of the Building or its management.

(b) This obligation applies to any posts, messages, images, videos, comments, or other content shared publicly or privately.

(c) I understand that online activity may be treated as anti-social behaviour where it is considered harmful to others in the building community or where it may negatively damage the reputation of the Building or its management. This may include, but is not limited to, online harassment or bullying of other residents, sharing content intended to intimidate or upset others within the Building, or posting misleading or damaging information about the Building or its management.

(d) Where such behaviour is identified, the Landlord or Managing Agent may investigate the matter and take proportionate action in accordance with the Landlord's Anti-Social Behaviour Policy and the terms of this Tenancy Agreement.

A 20

I will only display notices, posters or similar articles on the notice boards (if any) provided.

A 21

I will obtain the Landlord/ Managing `Agent's prior written approval for any party or meeting of more than 10 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Tenancy Agreement and the House Rules as set out in the Residents' Handbook.

A 22

I will not dry items of laundry on the heaters within the Building, nor hang them so as to be visible from outside the Building.

SAMPLE

A 23

I will not compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A 24

I will not obstruct Common Areas and will ensure compliance with necessary Fire Safety Regulations at the time. I will never cover any smoke alarm or remove any door closer in the Building. I will promptly report any safety concerns to the Managing Agent. I will cooperate with the Landlord and Managing Agent in complying with building safety obligations, including permitting access on reasonable notice (which may be short notice where safety-critical) for inspections, testing and works.

A 25

I will remove all rubbish from the Room and Shared Area at least once every week and dispose of it in the bins or waste storage area designated by the Landlord / Managing Agent.

I will comply with the waste management and recycling requirements applicable to the Building, including any requirements set out in the Resident Handbook, as may be updated from time to time. This may include the separation and recycling of specific materials such as food waste, cardboard, glass and other recyclable items in accordance with the instructions provided.

A 26

Unless I have paid for a car park space via a separate agreement, I will not park at the Building. I accept that any unauthorised vehicles may be clamped, which may require payment of a release fee to the 3rd Party managing the car park. I will not bring a car to the Building and will not park in the adjacent roads unless I have paid for a specific off street parking permit.

A 27

I confirm that I am not listed in the Office of Financial Sanctions Implementation (OFSI) sanctions list (or equivalent) and I agree to inform the Managing Agent / Landlord should I, or my Guarantor become listed on the Office of Financial Sanctions Implementation (OFSI) sanctions list (or equivalent).

Insurance

A 28

I will not do anything or fail to do something which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

SAMPLE

A 29

The Landlord will not insure any belongings not belonging to the Landlord. As a resident with Fresh you will have basic contents insurance cover. It is your responsibility to check what this includes and take additional cover if needed.

Access

A30

I will allow the Landlord, its Managing Agent and their respective employees, Agents and contractors access to the Room, Shared Area and/or the Building at reasonable times on not less than 24 hours' notice (except in the event of an emergency when immediate access will be required). Access may be required:

(a) To inspect the condition of the Building, the Shared Items, Shared Area, the Room and/or the Room Items;

(b) To carry out works to the Building;

(c) To perform its obligations under this Tenancy Agreement and under statute;

(d) To show the Room, Shared Area and/or the Building to prospective tenants;

Early Termination Due to Loss or Suspension of Student Status

A31

I will be permitted to end this Tenancy early if I am no longer able to continue my studies at my educational institution because:

(a) I have withdrawn from my course;

(b) I have been excluded from my course;

(c) I have been refused admission to my course; or

(d) I have been absent from my course for more than 60 days due to illness and have agreed with my higher education provider to suspend their studies.

To exercise this right, I must:

(a) Give the Landlord / Managing Agent at least four weeks' written notice stating that I wish to end the Tenancy under this clause.

(b) Clearly state in the notice my intended date of departure.

SAMPLE

(c) Provide, at the same time as the notice, evidence to the Landlord / Managing Agent confirming the change to my student status or suspension of studies due to illness (normally a letter or other confirmation from the educational institution).

(d) Vacate the accommodation on or before the departure date stated in the notice.

If the Landlord or Manager believes that the notice or supporting evidence is incomplete or defective, they will inform me as soon as reasonably possible and will give me a reasonable opportunity to correct the notice or provide additional evidence.

If I have complied with the requirements of this clause, the Tenancy will end on the departure date stated in the notice.

End of the Tenancy Period

A 32

At the end of the Tenancy Period I will:

(a) Give the Landlord vacant possession by midnight on end date of the tenancy;

(b) Return all keys, fobs and other passes;

(c) Remove all personal belongings (including any furniture) and rubbish from the Room / Shared Area / Building;

(d) Leave the Room and the Shared Area in the same condition as recorded in the inventory at the start of the Tenancy (fair wear and tear excepted), including a thorough clean of all surfaces, appliances, cupboards, and floors.

(e)Attend or make myself available for a check-out inspection with the Managing Agent on or before the last day of the Tenancy Period, at a time reasonably notified by the Managing Agent; and

(f) Pay any sums reasonably due for cleaning, repair, or replacement identified at the check-out inspection in accordance with the inventory and this Agreement, within 28 days of receiving an itemised statement from the Managing Agent.

If I do not attend the check-out inspection, the Managing Agent may carry out the inspection in my absence and the findings recorded shall be presumed accurate unless I dispute them in writing within 7 days of receiving the check-out report.

A 33

If any of my possessions are left in the Room / Shared Area / Building after the Tenancy has ended, I will be responsible for meeting all reasonable removal and storage charges.

The Landlord will remove and store possessions for four weeks (other than perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant.

SAMPLE

If the items are not collected within four weeks, the Landlord may dispose of the item(s) and I will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

Information

A 34

I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy Agreement.

A 35

(a) The Landlord and the Managing Agent will collect and process my personal data (including, where necessary, special category data) in connection with the management and administration of this Tenancy and the Building. The lawful bases for such processing include: performance of this Agreement; compliance with legal obligations; and the legitimate interests of the Landlord and Managing Agent in managing the Building safely and efficiently.

(b) My personal data may be shared with: the Landlord and its group companies; third-party service providers appointed in connection with the Building; relevant regulatory and statutory authorities; and professional advisers, in each case as described in the Privacy Policy.

(c) Full details of how my personal data is collected, used, stored, and shared, my rights as a data subject (including the right to access, rectify, and erase my data), and how to make a complaint are set out in the Privacy Policy available at https://www.thisisfresh.com/privacy-policy.

(d) I will provide accurate personal information and promptly notify the Managing Agent of any changes to my contact details, emergency contacts, or other information relevant to the management of this Tenancy.

B. The Landlord's obligations to me

Quiet enjoyment

B 1

The Landlord will permit me quietly to enjoy the Room without unwarranted interference.

Insurance

B 2 The Landlord / Managing Agent accept no liability for loss or damage to my personal possessions.

SAMPLE

Maintenance and Services

B 3

The Landlord will:

B 3.1

Keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in proper repair;

B 3.2

Keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:

(a) Basins, sinks, showers, toilets and waste pipes;

(b) Electric wiring including sockets and switches and water pipes;

(c) Water heaters, fitted wall heaters and central heating systems;

B 3.3

Keep all Room Items and Shared Items in good repair and proper working order;

B 3.4

Keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;

B 3.5

Keep the laundry facilities in good repair and proper working order;

B 3.6

Ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;

B 3.7

Provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.

B 4

I accept that the Landlord/Managing Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord/ Managing Agent will seek to restore any interrupted services as soon as possible.

SAMPLE

Utilities

B 5

The Landlord will pay all charges for Utilities.

Access over Common Areas

B 6

The Landlord allows me access over the Common Areas in order to gain access to the Room, the laundry, the common room, the management suite and the bicycle store (as applicable) within the Building.

B6 A

The Landlord reserves the right at any time during the Tenancy Period to:

(a) Alter, improve, or reconfigure the Common Areas (including installing, removing, or relocating facilities and equipment);

(b) Carry out works of repair, maintenance, improvement, or redevelopment to any part of the Building not comprising the Room; and

(c) Temporarily restrict or divert access routes within the Building, provided that reasonable alternative access to the Room is maintained at all times.

The Landlord will give me reasonable advance notice of any works likely to cause material disruption and will use reasonable endeavours to minimise disturbance. The exercise of the rights in this clause shall not constitute a breach of the Landlord's covenant of quiet enjoyment (clause B1) or give rise to any claim for compensation, reduction of Rent, or damages, unless the Landlord fails to provide reasonable alternative access to the Room for a continuous period exceeding 48 hours (in which case clause C1 shall apply).

Perishable Items

B7

The Landlord/Agent will not take delivery for any perishable items including Takeaways and Groceries at any given time

C. Suspension of rent

C1

If the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord has insured, then:

SAMPLE

(a) The Landlord will seek to offer temporary alternative accommodation, in which case the Rent will continue to be payable; but

(b) If the Landlord is unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Shared Area is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.

D. Forfeiture

D 1 Right to Forfeit or Terminate

The Landlord may bring this Tenancy to an end by serving written notice on the Tenant and may take possession of the Room (subject to paragraph D6 below) if at any time during the Term:

(a) the Rent, or any part of it remains unpaid for 14 days after falling due (whether formally demanded or not); or

(b) the Tenant has committed a serious or persistent breach of any of the Tenant's obligations under this Agreement; or

(c) the Tenant has engaged in antisocial behaviour, caused damage to the Room or the Building, or created a nuisance or disturbance to other residents or staff; or

(d) the Tenant becomes bankrupt or makes any arrangement with creditors.

In such circumstances, the Landlord may, after giving reasonable written notice (and in accordance with any legal requirements), re-enter the Room and the Tenancy shall end immediately, but without prejudice any rights of action the Landlord may have in respect of any earlier breach by the Tenant.

D 2 Notice and Compliance

Before exercising the right of forfeiture for any breach other than non-payment of rent, the Landlord shall (where required) serve a written notice under Section 146 of the Law of Property Act 1925, specifying the breach and, if it is capable of remedy, requiring the Tenant to remedy it within a reasonable time.

If the Tenant fails to comply with the notice, the Landlord may proceed to terminate the Tenancy in accordance with this clause.

D 3 Without Waiver

Any delay or indulgence by the Landlord in enforcing the terms of this Agreement or any acceptance of rent after a breach shall not be deemed a waiver of the Landlord's right to enforce or terminate this Tenancy.

D4 Effect of Termination

SAMPLE

Upon lawful termination, the Tenant shall immediately vacate the Room and remove all personal belongings. The Tenant will remain liable for:

- any unpaid Rent or other sums due up to the date the Tenancy ends; and
- the reasonable costs of making good any damage caused by the Tenant's breach.

D5 Compliance with Legal Obligations

The Landlord shall not exercise the right of re-entry or forfeiture otherwise than by proceedings in the court and accordance with the Protection from Eviction Act 1977 (as amended) and Section 146 of the Law of Property Act 1925, or any statutory modification or re-enactment of them.

D6 Tenant's Right to Relief

The Tenant may apply to the court for relief from forfeiture, and the court may grant such relief on such terms as it thinks fit.

D7 Effect of Termination

Termination of this Tenancy Agreement under this clause shall be without prejudice to any right of the Landlord to recover rent, damages, or other sums due up to the date of termination or thereafter arising from any breach of the Tenant's obligations.

E. Temporary alternative accommodation

E1

In order to carry out emergency repairs which cannot reasonably be completed with the tenant in occupation, the Landlord may, on giving reasonable notice, and at the Landlord's expense, move me to temporary suitable alternative accommodation.

F. Guarantor

Where the full payment option has been selected, the Guarantor clauses below will no longer apply unless the applicant will be aged 17 or below at the time the tenancy starts.

F 1

The Landlord has entered into this Tenancy Agreement at the request of the Guarantor. The Guarantor confirms that this guarantee is given in consideration of the Landlord entering into this Tenancy Agreement with the Tenant at the Guarantor's request. The following obligations shall be referred to as 'the Guarantee'.

F 2

The Guarantor agrees with the Landlord that if, at any time during the Tenancy Period, the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor will

SAMPLE

(a) pay any Rent and other sums due under this Tenancy Agreement within 10 Working Days of receipt of a written demand; and

(b) remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses arising as a result of the Tenant's breach.

F 3

The Guarantor's liability under the Guarantee will not be reduced or released by any delay or concession by the Landlord in enforcing the Tenant's covenants and obligations.

F 4

The Guarantee shall continue throughout the Tenancy Period and any extension or renewal agreed in writing between the Landlord and the Tenant.

F 5

The Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.

G. Contact Details and Service of Written Notices

The Landlord's or Managing Agent's Contact details and service of Notices on the Landlord

G1 Service of written notices by post or delivery by hand

The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received two working days after posting, the same day if hand delivered to the Property before 4.30pm or the next day if hand delivered to the Property after 4.30pm

The address for service of written notice and other documents on the Landlord is:

C/O Fresh Property Group ("The Managing Agent")

Fourth Floor, Sicilian House,

21 Southampton Row,

London, WC1B 5HA

G2 Service of written notices by email

The Landlord does agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Managing Agent's email address for this purpose is: Info@thisisfresh.com

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G3 Landlord's or Managing Agent's Emergency Contact Details

The Agent's telephone number can be found in the Residents' Handbook, and or displayed within the reception of the building and or can be found on the website https://thisisfresh.com/student

The Tenant's contact details and services of Notices on the Tenant

H1 Service of written notices by post or delivery by hand

The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received two working days after posting, the same day if hand delivered to the Property before 4.30pm or the next day if hand delivered to the Property after 4.30pm.

H2

The Tenant does agree that any notices/necessary documentation given under or connection with this agreement which are required to be given in writing may also be sent by email. The Tenant's designated email address for this purpose is: <<PREMAIL>>

If the email is sent on a business day before 4:30pm then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

I. Miscellaneous

I1 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

I2 Severability

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable, that shall not affect the legality, validity, or enforceability of any other provision. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it were deleted or modified, then that provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

I3 Entire Agreement

This Agreement, together with the Residents' Handbook and the Privacy Policy, sets out all the terms of the tenancy. I acknowledge that I have not relied on any statement or promise

SAMPLE

not contained in these documents when deciding to enter into this Agreement, except that this does not limit any liability for fraud.

Schedule 1 - Defined terms and interpretation

1. Throughout this Tenancy Agreement, the following terms have following meanings:

"**Building**": includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;

"Common Areas": the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;

"House Rules": the rules described in the Residents' Handbook as listed in Schedule 3 and any revisions issued by the Landlord/Agent from time to time, for the benefit of the Building;

"Inventory": the Inventory provided to the tenant at the start of the tenancy;

"**Joint and several":** when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed Term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual;

"Rent": the amounts stated on page 1.

"Room": the Room stated on page 1, including its furnishings, fixtures and fittings, flooring, doors and internal glass but excluding the Service Media within the Room;

"Room Item": the items to be provided in the Room and listed on the Inventory;

"Service Media": central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Shared Area": the kitchen/dining/lounge areas together with the corridor within the Room including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Shared Area;

"Shared Items": the items to be provided in the Shared Area and listed under the heading

"Shared Items" in the Inventory;

"Utilities": electricity, water supply, foul water disposal [and broadband internet access];

"Working Day": any day other than Saturday, Sunday or any bank or public holiday;

2. The terms "Landlord" and " Managing Agent" includes any person or company who may legally succeed it.

3. Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.

SAMPLE

Fresh.

Schedule 2 - Extra Services

Refer to your broadband provider for up-to date information regarding upgrades to the service.

Schedule 3 - Documents

By signing this agreement, the Tenant confirms they have been provided with the following documents prior to taking occupation of the Room:

- Gas Safety Certificate for the Room (if applicable)
- Energy Performance Certificate (EPC)
- Electrical Condition Inspection Report (EICR)
- Residents' Handbook
- Privacy Policy

No tenancy-deposit deposit prescribed information is applicable under this Agreement.

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Signed by the following parties:

Tenant 1

Signature	
Full Name	<<PrFirstname>> <<prlastname>>
Address	<<Prospect_AddrM>>
Date	

Guarantor

Signature	
Full Name	<<PROSPECT_GUARNAME1>>
Address	<<Prospect_GuarAddrM1>>
Date	

For and on behalf of the Landlord by it Managing Agent, Fresh Property Group Ltd

Signature	
Full Name	<<LegalEntity_Name>>
Address	<<LegalEntity_AddrM>>
Date	

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