



**Address: []: 2026/2027 OPTION AGREEMENT FOR LEASE OF STUDENT
ACCOMMODATION**

Signatories:

First Signatory

Second Signatory Company

The property company

1 HOW IT WORKS:

This contract is for owners who want Sulets to manage the occupants and pay the rent. The owner must reserve the property exclusively for Sulets for up to 16 weeks. If Sulets finds suitable student tenants in that time, the owner must give Sulets a lease of the property. If Sulets doesn't find suitable tenants, the owner can cancel this agreement after the end of the 16-week reservation period. The owner must not let the property to anyone other than Sulets during the option (reservation) period.

Clause 1 of this contract sets out provisional rent, payment dates and duration of the proposed lease. During the marketing period, Sulets may recommend these are changed to improve the prospects of letting the property. The owner does not have to agree to Sulets' recommendations.

Sulets will inform the owner if/when it wants to take a lease by serving an option notice. The option notice will confirm any previously agreed variations to the rent, payment dates or lease duration.

Serving the option notice creates a legally binding agreement between the owner and Sulets that the owner will grant, and Sulets will take, a lease of the Property on the terms set out in Appendix 1 of this contract. The parties will not need to sign a separate lease or tenancy agreement.

IMPORTANT: This agreement imposes a legally binding obligation on the owner to reserve the property for Sulets and a legally binding obligation on Sulets to try to find suitable student occupiers.

UNLESS AND UNTIL Sulets serves an OPTION NOTICE, this contract does not guarantee that Sulets will rent the property and there will be NO LANDLORD-TENANT RELATIONSHIP.

Take legal advice before making a commitment if there is anything in this Agreement you do not understand.

2 THIS AGREEMENT is made on 16/10/2025

BETWEEN

(1) Mr First Signatory, 1, More Avenue, London, EC2A 2EX, United Kingdom.
first.signatory@email.com (the 'Head Landlord')

(2) STUDENT UNION LETTINGS LIMITED (Company No 08140750) of Ground Floor,
Campus Centre Building, Mill Lane, Leicester, LE2 7DR ('Sulets')

3 BACKGROUND

(A) The Head Landlord has accommodation suitable for letting to students.

(B) Sulets has expertise in letting to students.

(C) This agreement sets out the terms on which Sulets will market the accommodation and may require the Head Landlord to let the accommodation to Sulets so that Sulets can sub-let the accommodation to students.

4 **AGREED TERMS:**

5 **1 Definitions and Interpretation**

In this Agreement, the following definitions apply:

Cancellation Date: the date which is 16 weeks from and including the date of this agreement, being the earliest date on which the Head Landlord may serve notice of cancellation of this Agreement on Sulets in accordance with clause 4;

EICR: an electrical installation condition report for the purposes of Regulation 3 of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020;

EPC: an energy performance certificate as described in Regulation 9 of The Energy Performance of Buildings (England and Wales) Regulations 2012;

GSC: a gas safety certificate (which is a record, as described in Regulation 36(3)(c) of the Gas Safety (Installation and Use Regulations) 1998, of a recent safety inspection of gas installation and appliances);

Maximum Occupancy: Free text #1 - you will be able to enter text here when you create an agreement from this template persons (including any children);

Option: the option to call on the Head Landlord to grant a lease of the Property to Sulets for the Term at the Rent and otherwise substantially as set out in the standard lease agreement attached at Appendix 1;

Option Notice: a notice in writing given to the Head Landlord by or on behalf of Sulets exercising the Option (an optional template is given at Appendix 2);

Option Period: the period starting on the date of this Agreement and ending at 4.00 pm on 30 September or termination of this Agreement under clause 4.4, whichever is the earlier;

Payment Dates:

30/08/2026;
22/10/2026;
20/01/2027;
04/05/2027;

or as otherwise agreed in writing between the Head Landlord and Sulets pursuant to clause 3.3 and confirmed in the Option Notice.

Property: Free text #2 - you will be able to enter text here when you create an agreement from this template

Rent: the rent Sulets is liable to pay the Head Landlord if Sulets exercises the Option, being initially £ Free text #3 - you will be able to enter text here when you create an agreement from this template for the Term or as otherwise agreed in writing between the Head Landlord and Sulets pursuant to clause 3.3 and confirmed in the Option Notice. The Rent is payable in the instalments shown in the table of Payment Dates. The Rent includes Free text #4 - you will be able to enter text here when you create an agreement from this template.

Term starting on 1 August Free text #5 - you will be able to enter text here when you

create an agreement from this template and ending on 31 July Free text #6 - you will be able to enter text here when you create an agreement from this template or as otherwise agreed in writing between the Head Landlord and Sulets pursuant to clause 3.3 and confirmed in the Option Notice.

6 2 Grant of Option

2.1 In consideration of the services which Sulets agrees to provide in this Agreement, the Head Landlord grants the Option to Sulets.

2.2 The Option lapses if Sulets does not serve an Option Notice before the end of the Option Period.

2.3 The Head Landlord warrants that it has obtained the written consent of any mortgagee whose consent to the grant of the Option or the grant of a Lease of the Property is required.

2.4 It is agreed that Sulets may, but is under no obligation to the Head Landlord to, protect this Option at the Land Registry or in the Land Charges Register.

7 3 During the Option Period

3.1 During the Option Period the Head Landlord must:

3.1.1 not sell, transfer, let or otherwise dispose of its interest in the Property without the written consent of Sulets (which will not be unreasonably withheld);

3.1.2 allow Sulets (and persons authorised by Sulets) access to the Property for the purpose of inspecting the Property, carrying out testing and certification and conducting viewings;

3.1.3 pay Sulets the costs of procuring any EPC, EICR and/or GSC for the Property under clause 3.2.1 and Sulets' costs of advertising and marketing within 14 days of demand.

3.2 During the Option Period Sulets must:

3.2.1 procure (at the Head Landlord's expense) an EPC, an EICR and a GSC for the Property, before the Property is advertised, if one is required by law and the Head Landlord has not provided one or if the copy provided by the Head Landlord is out of date;

3.2.2 advise on the rent to be asked from sub-tenants for the Property;

3.2.3 obtain the Head Landlord's instructions on any restrictions on, or criteria to be met by, prospective sub-tenants and (provided those restrictions or criteria are lawful) to follow such instructions and seek appropriate sub-tenants for the Property;

3.2.4 arrange and attend viewings of the Property with prospective sub-tenants (subject to any current occupier allowing entry and the Property being in a safe and suitable condition for viewing);

3.2.5 select prospective sub-tenants using its own discretion (having regard to any restrictions and/or criteria specified by the Head Landlord under clause 3.2.3).

3.3 During the Option Period Sulets may propose to the Head Landlord an increased or reduced Rent and/or Term and/or adjust the Payment Dates and instalments to optimise returns from the Property and/or enhance the prospects of letting the Property to students. If such a proposal is made, the Head Landlord may by writing to Sulets at any time before Sulets' exercise of the Option:

- 3.3.1 agree to the proposal;
- 3.3.2 make a counter-proposal;
- 3.3.3 decline the proposal without cancelling this Agreement; or
- 3.3.4 decline the proposal and cancel this Agreement.

3.4 In the event of Sulets proposing a change in the Rent and/or Term, Sulets must continue to advertise and market the Property at the Rent and/or Term as last agreed before the proposed change until whichever is the sooner of:

- 3.4.1 the Head Landlord's approval of the proposed change;
 - 3.4.2 Sulets' approval of a counter-proposal made by the Head Landlord;
 - 3.4.3 Sulets' exercise of the Option; and
 - 3.4.4 the Head Landlord's cancellation of this Agreement.
- 3.5 From the date the Head Landlord approves Sulets' proposed change(s), or Sulets approves a counter-proposal made by the Head Landlord, Sulets shall advertise and market the Property accordingly.
- 3.6 Whilst this Agreement subsists, Sulets may make any number of proposals under clause 3.3 before exercising the Option.
- 3.7 If the Head Landlord and Sulets agree a change to the Rent, Payment Dates, Term or any other matter, Sulets will confirm the change by email at the time and will state the most recently agreed change(s) in any Option Notice that it may serve.
- 3.8 If the Option lapses or otherwise becomes ineffective, this Agreement shall automatically terminate except for the Head Landlord's obligation to comply with clause 3.1.3 which shall remain binding on the Head Landlord until discharged.

8 4 Head Landlord's right of cancellation

- 4.1 If Sulets has not exercised the Option before the Cancellation Date, the Head Landlord may terminate this Agreement at any time from and including the Cancellation Date by giving Sulets not less than 7 days' advance 'notice of cancellation'. A notice of cancellation will not be valid unless it is served before Sulets has exercised the Option.
- 4.2 The notice of cancellation must be in writing and must state the 'termination date' on which the Head Landlord intends this Agreement to end. In other respects a notice of cancellation need not be in any particular form.
- 4.3 Sulets is entitled to exercise the Option at any time before expiry of the termination date stated in a valid notice of cancellation.
- 4.4 If a valid notice of cancellation is served on Sulets, this Agreement will end on the termination date specified in that notice. After the termination date, Sulets is not entitled to exercise the Option.
- 4.5 If this Agreement is terminated pursuant to this clause 4, the Head Landlord's obligation to comply with clause 3.1.3 shall remain binding on the Head Landlord until it has been discharged.

9 5 Exercising the Option

- 5.1 Sulets may exercise the Option at any time during the Option Period by serving an Option Notice on the Head Landlord.
- 5.2 No deposit or advance rent is payable by Sulets on the exercise of the Option.
- 5.3 An Option Notice does not need to be signed, but it may be.
- 5.4 If Sulets exercises the Option, a binding agreement immediately comes into effect that the Head Landlord will grant, and Sulets will take, a lease of the Property for the Term at the Rent and otherwise as set out in the lease agreement at Appendix 1.

10 6 Dealings with this Agreement

This Agreement is personal to Sulets and the Head Landlord and is not transferrable by either party without the other's consent.

11 7 Notices

7.1 Any notice required to be given under this Agreement is sufficiently served if it is:

7.1.1 delivered by hand;

7.1.2 sent by pre-paid first class post or recorded delivery; or

7.1.3 sent by email;

in accordance with clause 7.2.

7.2 Service under clause 7.1 must be effected at the recipient's postal address in the United Kingdom or email address for service as set out in this Agreement or as subsequently notified to the sender in writing.

7.3 Any notice served in accordance with clause 7.1 is deemed to have been received:

7.3.1 on the day of delivery, if delivered by hand or by email; or

7.3.2 on the second day after posting if posted;

and for the purpose of this clause 'day' excludes Saturdays, Sundays and bank holidays in England.

12 **8 Costs**

Each party must bear its own legal and other professional costs of negotiating, preparing and executing this Agreement and any lease agreement relating to it.

13 **9 Overdue payments**

9.1 If any sum due under clause 3.1.3 is not paid by the due date for payment:

9.1.1 the Head Landlord must pay Sulets interest at the rate of 4% above the base rate of the Bank of England on that sum for the period starting on the due date for payment until payment is made by the Head Landlord (both before and after any judgment); and

9.1.2 Sulets may offset such sum and interest against any Rent payable to the Head Landlord.

14 **APPENDIX 1 LEASE AGREEMENT**

15 **HEAD LEASE AGREEMENT**

(GUARANTEED RENT SULETS LEASED SERVICE)

16 **Head Landlord:**

Mr First Signatory

17 **Sulets:**

STUDENT UNION LETTINGS LIMITED (Company No 08140750)

18 **Property:**

Free text #7 - you will be able to enter text here when you create an agreement from this template

19 **THIS AGREEMENT is made between the Head Landlord and Sulets. It comes into effect upon Sulets serving an Option Notice on the Head Landlord. Until Sulets has served the Option Notice, there is no landlord-tenant relationship between the Head Landlord and Sulets.**

20 **WARNING:**

There is no "cooling-off period" or statutory right to cancel. If either the Head Landlord or Sulets fails to meet their obligations in this Agreement, the other is entitled to claim compensation for losses suffered and/or expenses reasonably incurred as a result of that failure. A party claiming compensation must take reasonable steps to keep its losses and expenses to a minimum. In the case of a landlord who is unable to provide the Property for the Term, such losses and expenses will include (but may not be

limited to) Sulets' loss of net income receivable from its sub-tenants and/or the costs of providing alternative accommodation for its sub-tenants.

21 **SECTION A: PARTICULARS**

Cleaning Cap: £ Free text #8 - you will be able to enter text here when you create an agreement from this template

Head Landlord: Mr First Signatory, whose address for service in England is 1, More Avenue, London, EC2A 2EX, United Kingdom, first.signatory@email.com .

Maximum Occupancy: As stated in the Option Agreement.

Option Agreement: An agreement between the Head Landlord and Sulets giving Sulets the option to call for a lease of the Property for the period 1 August Free text #9 - you will be able to enter text here when you create an agreement from this template to 31 July Free text #10 - you will be able to enter text here when you create an agreement from this template .

Option Notice: Notice served by Sulets pursuant to clause 5 of the Option Agreement.

Payment Dates As stated in the Option Notice.

Property Free text #11 - you will be able to enter text here when you create an agreement from this template

Rent As stated in the Option Notice.

Tenant Student Union Lettings Limited (company number 8140750) Ground Floor, Campus Centre Building, Mill Lane, Leicester LE2 7DR. enquiries@sulets.com.

Term As stated in the Option Notice.

22 **SECTION B: STANDARD LETTING TERMS**

1 Agreement for a lease of the Property

1.1 Upon Sulets serving the Option Notice the Head Landlord agrees to grant and Sulets agrees to take a lease of the Property for the Term on the Letting Terms.

1.2 The lease will take effect in possession on the first day of the Term and will be a lease by parol to which section 54 of the Law of Property Act 1925 applies.

1.3 The parties intend that the lease shall be at common law only without statutory protection.

1.4 The parties' names and addresses set out above are to be used for all notices served in connection with the lease, until written notification of a different name or address is given by the Head Landlord to Sulets or vice versa.

2 Definitions and interpretation

2.1 In this Agreement, words or phrases in the column on the left of the Particulars and on the column on the left of this clause have the meanings given to them in the column on the right.

Code of Standards The Sulets Code of Standards for Shared Student Housing published at <https://www.sulets.com/about-us/code-of-standards/>

Contents The fixtures, fittings, furniture, carpets, curtains and other effects at the

Property as listed in the inventory to be provided at the start of the tenancy.

Emergency Repair Repair that is required to prevent, avoid or remove serious risk to health, safety or security or to prevent, avoid or remove material risk of serious damage to the Property or occupiers' possessions.

EICR An electrical installation condition report for the purposes of Regulation 3 of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

EPC An energy performance certificate as described in Regulation 9 of The Energy Performance of Buildings (England and Wales) Regulations 2012.

GSC A gas safety certificate (which is a record, as described in Regulation 36(3)(c) of the Gas Safety (Installation and Use Regulations) 1998, of a recent safety inspection of gas installation and appliances).

HMO A house in multiple occupation, as defined in the Housing Act 2004.

Letting Terms The Standard Letting Terms and any Special Letting Terms set out in this Agreement.

Non-Urgent Repair Day-to-day reactive repair which is neither an Emergency Repair nor an Urgent Repair.

Urgent Repair Repairs to defects which materially affect the comfort or convenience of occupiers at the Property.

2.2 Provisions relating to the Property apply to every part of it, and to the Contents and any rights normally associated with the Property unless specified to the contrary under section C.

2.3 When two or more persons are together the Head Landlord, they are responsible for their obligations both jointly and individually.

2.4 Headings in this Agreement are only for convenience and are not part of the Letting Terms.

2.5 A reference to the Head Landlord includes the persons from time to time entitled to receive the Rent.

2.6 Any reference to legislation is a reference to that legislation as amended or re-enacted from time to time.

2.7 Where matters in this Agreement require permission, approval, consent, agreement or similar, such permission etc. shall be recorded in writing.

2.8 References to the "Property" include the whole and each and any part of it, Contents and , where the Property is part of a building, any common parts of the building that are for the non-exclusive use of people occupying the Property.

23 **3 Head Landlord's Obligations**

3.1 Suitability for use

3.1.1 Throughout the Term the Head Landlord will give Sulets:

- (a) exclusive uninterrupted occupation of the Property;
- (b) exclusive use of the Contents;
- (c) a right of way over any route normally used with the Property;
- (d) working television aerial point;

(e) working broadband access in each room (through wired or wireless connection) to the internet, suitable for the needs of student residents. If broadband is included in the Rent, the broadband service must

- i. be functioning by the first day of the Term;
- ii. include giving Sulets, before the tenancy starts, any encryption code necessary to access the service;
- iii. be a service that is for the exclusive use of the Property;
- iv. normally be accessible at any time;
- v. not restrict the number of hours' usage;
- vi. not restrict data usage;
- vii. be capable of being used by all occupiers at the same time;
- viii. have a router sited in a part of the Property that is accessible by all occupiers; and
- ix. be maintained by the Head Landlord in good repair, condition and proper working order.

3.1.2 Prior to the start of the Term the Head Landlord will:

- (a) ensure the Property complies with the Code of Standards;
- (b) ensure that all prior occupiers have vacated the Property and removed their possessions from it;
- (c) ensure that the Property is in all respects fit for habitation and beneficial occupation;
- (d) carry out the works (if any) specified in any schedule to this Agreement, using good quality materials and workmanship. If works specified in any such schedule have not been completed to Sulets' reasonable satisfaction by the start of the Term, Sulets may terminate this Agreement by giving notice to the Head Landlord to that effect. If there is no schedule attached to this Agreement, it may be assumed there are no works to be completed before the start of the Term, save as necessary to meet the Code of Standards.

3.2 Utilities

3.2.1 Immediately prior to the start of the Term the Head Landlord will ensure that the Property is connected to the main electricity, water, drainage and gas (if the Property has gas appliances) supplies.

3.2.2 If immediately before the start of Term the Property was not let or was let to someone other than Sulets the Head Landlord will:

- (a) provide details of the utility accounts to Sulets at least 7 days before the start of the Term;
- (b) notify Sulets of any actual or potential arrears or disputes relating to those accounts as soon as practicable after becoming aware of them;
- (c) take responsibility for payment of any arrears on the utility accounts and resolution of any disputes with the utility suppliers relating to supplies made to the Property before the start of the Term.

3.2.3 If the Head Landlord fails to comply with its obligations in clause 3.2.2 Sulets may take all such steps as are reasonably necessary to protect the utilities connections and supplies and the Head Landlord shall indemnify Sulets against all losses suffered and expenses incurred in doing so.

3.2.4 Sulets may deduct from the Rent all sums paid by Sulets for which the Head Landlord is liable under clause 3.2.2(c) if the Head Landlord defaults.

3.2.5 Arrangements for the payment of utility charges if the Property is unoccupied during August are set out in clauses 3.4.3 and 4.2.

3.3 Maintenance, repairs, statutory compliance and cleaning

3.3.1 If the Property requires a licence or licences to enable it to be let as an HMO or

otherwise:

- (a) the Head Landlord will obtain such licence(s) before the start of the Term;
- (b) Sulets shall be entitled to end this Agreement immediately if, at the start of the Term, the Property should have any licence but does not have it;
- (c) the Head Landlord will comply with all conditions in any licence relating to the Property and will renew such licence when it is due to expire or in the event of a disposal of the Head Landlord's interest in the Property;
- (d) the Head Landlord will indemnify Sulets and its sub-tenants against all expenses incurred (including penalties and fines) and all losses sustained by Sulets and/or its sub-tenants as a result of the Head Landlord's failure to comply with conditions in a licence or to have, or maintain, a valid licence when one is required.

3.3.2 If the Property requires planning permission to enable it to be occupied as shared residential accommodation for students:

- (a) the Head Landlord will obtain such planning permission before the start of the Term; and
- (b) Sulets shall be entitled to end this Agreement immediately if, at the start of the Term, the Property does not have planning permission for its intended use.

3.3.3 Before the Term starts, the Head Landlord must provide the following Property documents to Sulets. All certificates and reports must be current and all testing and certification must have been carried out by a qualified and competent person:

- (a) EPC not more than 10 years old;
- (b) GSC (if gas is supplied to the Property) not more than 12 months old;
- (c) legionella risk assessment not more than 2 years old;
- (d) portable appliance test certificate not more than 1 year old for each portable electrical appliance supplied by the Head Landlord;
- (e) domestic electrical installation certificate, or EICR not more than 3 years old, and a minor works certificate for any minor electrical works that have been done at the Property;
- (f) fire alarm inspection and service certificate not more than 6 months old for any panel alarm system installed in the Property;
- (g) self-declaration or certificate of testing and maintenance not more than 12 months old confirming the alarms have been tested and maintained in accordance with BS5839-6 for alarms that are not on a panel system;
- (h) full duration emergency lighting test certificate not more than 12 months old;
- (i) access to any fire alarm and/or emergency lighting test logbooks, if requested by Sulets.

3.3.4 Before the Term starts, the Head Landlord will ensure that controls for all installations (eg water stop-cock; electrical consumer unit; gas supply switch; broadband router; alarm panel; central heating boiler and thermostats) in the Property are accessible by all occupiers and not located in a part of the Property intended for the exclusive use of one occupier.

3.3.5 The Head Landlord will ensure that the Property and the Contents are clean and in good repair, condition and decorative order at the start of the Term with all plant and equipment in proper working order.

3.3.6 If the Property and/or Contents are not clean at the start of the Term, Sulets may (as the Head Landlord's agent) arrange a professional clean to be carried out to the extent necessary to bring the Property and Contents into good clean condition suitable for sub-letting.

3.3.7 If Sulets arranges cleaning as permitted under clause 3.3.6 Sulets will provide a copy of the cleaner's invoice to the Head Landlord as soon as reasonably practicable.

3.3.8 Subject to clause 3.3.9, the Head Landlord must pay Sulets for the cost of cleaning arranged by Sulets within 14 days of Sulets providing the copy invoice referred to in clause 3.3.7 and if the Head Landlord fails to do so, Sulets may deduct the cost of cleaning from a subsequent instalment of Rent.

3.3.9 The change-of-tenant cleaning costs incurred by Sulets on the Head Landlord's behalf must not exceed any Cleaning Cap specified in Section A (Particulars) of this Agreement unless Sulets first obtains the Head Landlord's explicit consent to the expenditure. If no Cleaning Cap is specified in Section A, the cleaning costs are not limited to any fixed amount but must be reasonable in the circumstances.

3.3.10 Subject to clause 4.3 the Head Landlord will, throughout the Term, maintain the Property in good repair, condition and proper working order, in particular, without limiting that general obligation:

- (a) the outside of the Property (including the maintenance of the garden during growing season, drains, gutters and external pipes);
- (b) the structure of the Property;
- (c) the installations for the supply of water, gas (if any); electricity and sanitation;
- (d) the fixtures, fittings and appliances in the Property;
- (e) the installations for space heating and heating water; and
- (f) the broadband service;

and will ensure that the Property meets all statutory or regulatory requirements applicable to a shared student house, as well as all requirements set out in the Code of Standards from time to time (as if the Head Landlord were the occupiers' immediate landlord).

3.3.11 If any internal disrepair occurs as a result of things that it is the Head Landlord's responsibility to maintain or repair, the Head Landlord shall be liable to make the internal repair (for example, if a leaking gutter damages internal decorations, the Head Landlord will reinstate the internal decorations as well as repairing the leak).

3.3.12 If Sulets notifies the Head Landlord of the need for repair and/or maintenance, the Head Landlord will carry out such repair and/or maintenance as follows:

- (a) In the case of an Emergency Repair, the Head Landlord will carry out the repair within 24 hours of Sulets reporting the need for repair. If Sulets is unable to contact the Head Landlord within 4 hours of the occupier reporting a defect to Sulets, or if the Head Landlord fails to carry out the repair within 24 hours of Sulets reporting the defect to the Head Landlord, Sulets will be entitled on the Head Landlord's behalf at the Head Landlord's expense to carry out any repairs or maintenance necessary to prevent, avoid or remove a danger to the occupiers' health, safety or security or damage to the Property or the occupiers' belongings;
 - (b) In the case of an Urgent Repair, the Head Landlord will carry out the repair within 5 days of Sulets reporting the need for repair. If Sulets is unable to contact the Head Landlord within 48 hours of the occupier reporting the need for repair to Sulets, or if the Head Landlord fails to carry out the repair promptly, Sulets will be entitled on the Head Landlord's behalf at the Head Landlord's expense attend to any maintenance or disrepair which materially affects the comfort and convenience of the occupier;
 - (c) In the case of a Non-Urgent Repair, the Head Landlord will carry out the repair within 21 days of Sulets reporting the need for repair. If Sulets is unable to contact the Head Landlord within 10 days of the occupier reporting the need for repair to Sulets, or if the Head Landlord fails to carry out the repair within a reasonable time, Sulets will be entitled on the Head Landlord's behalf at the Head Landlord's expense to attend to any disrepair or maintenance which is neither an Emergency or Urgent disrepair;
- PROVIDED THAT expense incurred by Sulets under this clause may be set off against the Rent in accordance with clause 3.9.

3.4 Landlord's payments

3.4.1 If the Head Landlord holds the Property on a lease and/or if the Property is subject to a mortgage, the Head Landlord will:

- (a) pay all sums due under that lease and/or mortgage as they fall due;
- (b) observe all obligations imposed on the Head Landlord by that lease and/or mortgage except for those which are Sulets' obligations under this Agreement; and
- (c) enforce the terms of the lease and/or mortgage against the superior landlord and/or mortgagee if the superior landlord and/or mortgagee is in breach.

3.4.2 During the Term the occupiers are expected to be and remain exempt from paying council tax (or equivalent), but if during the Term any council tax (or equivalent) falls due on the Property and occupiers do not pay it or Sulets cannot recoup it from the occupiers, the Head Landlord will pay it.

3.4.3 The Head Landlord shall be liable to reimburse Sulets for all utility charges relating to the Property in the period 1 to 29 August, except for any time during that interval when the Property is occupied by Sulets' sub-tenant (see clause 4.2.2).

3.4.4 The Head Landlord shall be liable to reimburse Sulets for cleaning costs (see clause 3.3.6), repair and maintenance costs (see clauses 3.3.12 and 4.3).

3.5 Insurance

The Head Landlord will:

3.5.1 arrange and pay for the Property (and, if the Head Landlord wishes, the Contents) to be insured;

3.5.2 take all reasonable steps to arrange for any damage caused by an insured risk to be remedied as soon as practicable;

3.5.3 arrange for Sulets' interest to be noted on the insurance policy and notify the insurer that the Property is in Sulets' head-leasing scheme;

3.5.4 ensure that the insurance policy does not allow the insurer to recover any money from Sulets or its subtenants in the event of a claim;

3.5.5 refund to Sulets any Rent paid for any period in which the Property is unfit for habitation or is inaccessible as a result of such damage (or a fair proportion of the Rent where the Property is partially damaged); and

3.5.6 refund to Sulets on demand the costs of finding and providing alternative accommodation for the occupier(s) for the remainder of the Term or until the Property is once again fit for use, to the extent that those costs exceed the Rent that would have been payable during that same period.

3.5.7 Sulets will not insure the Property or the Contents. If the Head Landlord does not arrange Contents insurance, the Contents will be uninsured.

3.6 Indemnity

The Head Landlord will fully and effectually indemnify Sulets against all claims and/or costs (including, without limitation, unsuccessful claims, professional fees, rent reductions, compensation to occupiers, costs of works, alternative accommodation costs and VAT) on an indemnity basis arising from:

3.6.1 the state or condition of the Property and/or the Contents;

3.6.2 failure to comply with any of its obligations in this Agreement;

3.6.3 any misrepresentation made to Sulets; and

3.6.4 any breach of the Head Landlord's obligations in this Agreement.

3.7 Access for inspection

3.7.1 The Head Landlord will permit Sulets at any time prior to the start of the Term to enter and inspect the Property, or show prospective occupiers round the Property, provided that Sulets gives reasonable advance notice of the inspection date.

3.7.2 The Head Landlord must permit Sulets to have access to the Property following the end of the Term to inspect the Property before the Head Landlord may submit any claims for damages relating to the Property's cleanliness, condition or state of repair.

3.8 Health and Safety

The Head Landlord will produce to Sulets on request any safety certificate(s) or inspection reports relating to the Property. Before the start of the tenancy (and if any equipment at the Property is replaced) the Head Landlord will provide Sulets with a copy of any instructions relating to equipment at the Property which the occupiers are likely to use.

3.9 Tenant's right of set off

3.9.1 If at any time the Property is not in good and tenantable repair and condition, or fit for use and beneficial enjoyment, and the Head Landlord has failed to comply with his obligations in this Agreement, Sulets shall be entitled to withhold a fair and reasonable proportion of the Rent (or of any other sum Sulets receives on the Head Landlord's behalf, whether relating to the Property or not) until the Head Landlord brings the Property into the condition required by this Agreement.

3.9.2 If the Head Landlord (after being given notice of what is required) fails to comply with his obligations within a reasonable time Sulets may itself spend such money as is reasonably necessary to bring the Property and/or the Contents to the required condition and may withhold such money from the Rent. Sulets shall provide an account to the Head Landlord explaining how it spent any sums pursuant to its rights under this clause.

3.9.3 Sulets may set off against the Rent any other sums payable by the Head Landlord to Sulets under this Agreement which are not paid by the due date for payment.

3.10 Locks and keys

The Head Landlord will supply Sulets with keys not later than 10.00 am on the first day of the Term as follows:

- (a) 2 copies for each bedroom which has a lockable door;
- (b) front door: 1 full set of keys per occupier, plus one full set for Sulets (eg 4 bedroomed house = 5 sets);
- (c) back door: 1 full set of keys per occupier, plus one full set for Sulets.

24 4 Tenant's Obligations

4.1 Payment of Rent

4.1.1 Sulets will pay the Rent in the instalments shown in the table of Payment Dates. Each instalment is payable within 7 working days of the corresponding Payment Date.

4.1.2 For as long as any sub-tenancy created pursuant to this Agreement is a common law tenancy, the Payment Dates set out in the Option Notice shall apply.

4.1.3 For the purposes of this clause, the "effective date" means the date on which the sub-tenancy becomes or is deemed to be something other than a common law tenancy.

4.1.4 If any sub-tenancy should be or become any kind of tenancy other than a tenancy at common law, the Payment Dates shall be as follows:

(a) Until the effective date, the provisions relating to instalments of Rent and Payment Dates in the Option Notice shall apply.

(b) From and including the effective date, the Rent will be payable in equal monthly instalments on the day of each month for as long as the sub-tenancy remains in existence and the Payment Dates set out in the Option Notice shall cease to apply.

(c) Sulets shall not be liable to pay any more Rent for the Term overall. If the effective date falls between Payment Dates, the Rent shall be apportioned on a daily basis with credit being given for any Rent paid in advance of the effective date relating to a period after the effective date.

(d) In clause 4.1.1, The words "and within 7 working days of" are deleted and replaced by the word "on".

4.2 Outgoings

4.2.1 Sulets will sub-let the Property on terms that make the sub-tenant liable for the supply and removal of water, electricity, gas, air, data and waste to and from the Property and for any council tax that may be payable in relation to the Property during the sub-tenancy or, if longer, for as long as the sub-tenant remains in possession of the Property.

4.2.2 Sulets' sub-tenancies will not normally begin before 30 August next following the start of the Term. Sulets will take a meter reading for metered utilities at the start of each sub-tenancy and will pay the supplier for supplies and standing charges relating to utilities for the period from and including the first day of the tenancy up to but excluding the next following 30 August (or, if sooner, the first day of occupation by a sub-tenant) PROVIDED THAT:

- (a) Sulets will make the payments as the Head Landlord's agent;
- (b) Sulets shall give the Head Landlord notice in writing of the meter readings and the amount paid on the Head Landlord's behalf; and
- (c) the Head Landlord will reimburse Sulets for payments made to utility suppliers on the Head Landlord's behalf within 14 days of demand; and
- (d) if the Head Landlord fails to pay in accordance with clause 4.2.2(c) Sulets may deduct the amount from a subsequent instalment of Rent.

4.3 Repair and Maintenance

4.3.1 Sulets will promptly notify the Head Landlord after becoming aware of the need for any repair or maintenance that it is the Head Landlord's responsibility to carry out.

4.3.2 If agreed in writing with the Head Landlord, Sulets shall carry out the required repair and/or maintenance on the Head Landlord's behalf.

4.3.3 Sulets may carry out the required repair and/or maintenance on the Head Landlord's behalf without explicit approval if the Head Landlord does not meet the timescales for repair specified in clause 3.3.12, but Sulets shall not be under any obligation to do so.

4.3.4 If Sulets carries out repairs and/or maintenance on the Head Landlord's behalf pursuant to clause 4.3.2 or 4.3.3, the Head Landlord agrees to pay Sulets (or allow Sulets to deduct from the Rent):

- (a) the cost of repair and/or maintenance (as evidenced by the contractor's invoice); and
- (b) an amount equal to 10% + VAT of the cost of the repair and/or maintenance;

PROVIDED THAT where the contractor delays in submitting its invoice, Sulets may withhold a provisional sum from the Rent until the contractor's invoice has been received.

4.3.5 Subject to clause 3.3.12, Sulets will keep the inside of the Property in as good condition as it was in at the start of the Term but provided Sulets complies with clause

4.5 Sulets will not be responsible for fair wear and tear caused by normal use or for damage by risks that should be insured against under clause 3.5 or for anything that it is the Head Landlord's responsibility to maintain or repair.

4.3.6 Sulets will pay for or replace:

- (a) window glass broken by Sulets or the occupiers during the Term;
- (b) any Contents which are damaged destroyed or lost during the Term; and
- (c) components of electrical heating or other appliances which become defective due to misuse during the Term;

but provided Sulets complies with clause 4.5 Sulets will not be responsible for fair wear and tear caused by normal use or for damage by risks that should be insured against

under clause 3.5 or for anything that it is the Head Landlord's responsibility to maintain or repair.

4.3.7 Sulets shall not be liable to pay for or replace anything claimed by the Head Landlord more than one month after the end of the tenancy.

4.3.8 Sulets' liability under this clause 4.3 is limited as set out in 6.2 of this Agreement.

4.4 Statutory compliance

4.4.1 If any of the certificates referred to in clause 3.3.3 expires during the Term Sulets will make arrangements to renew the certificate at the Head Landlord's expense, subject to clause 4.4.2. For the avoidance of doubt, the Head Landlord, not Sulets, is responsible for renewal of any HMO or other licence or consent required to enable the Property to be let.

4.4.2 If any work has to be done in order to enable a certificate to be renewed Sulets will promptly notify the Head Landlord. Such work shall be the Head Landlord's responsibility and at the Head Landlord's expense (but Sulets may do the work, at the Head Landlord's expense, if the Head Landlord fails to carry it out within a reasonable time).

4.4.3 If Sulets becomes aware of any aspect in which the Property or the Contents may not comply with statutory requirements Sulets shall as soon as reasonably practicable report the matter to the Head Landlord. Any work required in order to make the Property or Contents compliant shall be part of the Head Landlord's responsibility under clause 3.3.

4.4.4 Sulets shall not be required to provide the Head Landlord with copies of certificates except for those that are current when the Head Landlord removes the Property from Sulets' head leasing scheme or current when the Head Landlord wishes to sell the Property.

4.5 Use of the Property and Contents

Sulets will:

4.5.1 use the Property and the Contents carefully and properly and will not damage them;

4.5.2 advise occupiers to take proper precautions to prevent the escape of water from the Property and to report any leaks promptly to the Head Landlord and if the Head Landlord cannot be contacted Sulets will treat the leak as an emergency repair;

4.5.3 advise occupiers not to bring any dangerous article onto the Property;

4.5.4 advise occupiers to keep gullies waste pipes and drains free from obstruction;

4.5.5 advise occupiers to keep the Property adequately ventilated and heated.

4.6 Allow entry by the Head Landlord and Agent

Sulets will allow the Head Landlord and/or the Head Landlord's Agent (and where necessary with workmen and others) at all reasonable times during the Term on 7 days' prior written notice (or without notice where defects require Emergency Repair or Urgent Repair) to enter the Property where required for the purpose of:

(a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property; or

(b) examining the state and condition of the Property and of the Contents or;

(c) showing the Property to prospective tenants or purchasers;

PROVIDED THAT the person exercising this right will show the occupiers evidence of their identity, have due regard at all times for the comfort and privacy of the occupiers and will, wherever possible, avoid any disruption to occupiers; and

PROVIDED FURTHER THAT in the case of showing the Property to prospective tenants or purchasers at least one of the current occupiers agrees to this.

4.7 Restrictions on assignment and sub-letting etc.

Sulets will not:

4.7.1 assign, underlet, charge or part with possession of the whole or any part of the Property, other than to students or prospective students by way of Sulets' standard sub-lease for students;

4.7.2 sell, charge or otherwise dispose of, or part with possession of, any of the Contents (unless damaged by Sulets or missing and replaced with items of similar quality) except for permitting Sulets' sub-tenants to use them in a tenant-like manner;

4.8 Private residential use only

Sulets will take reasonable steps to ensure that the occupiers do not use the Property for any profession trade or business and that they will use it only as a private residence for no more persons than the Maximum Occupancy.

4.9 Proper conduct

Sulets will take reasonable steps to ensure the occupiers comply with the terms of Sulets' standard sublease and Sulets will not itself cause any nuisance at or damage to the Property.

4.10 No alterations

Unless such action is reasonably necessary in order to comply with Sulets' obligations in clause 4.3 Sulets will not:

(a) alter or add to the Property internally or externally;

(b) decorate the exterior of the Property;

(c) change the decor of the interior of the Property;

(d) erect any external aerial, satellite dish, or communications apparatus or fixing at the Property;

(e) install any cabled services to the Property without the Head Landlord's prior written consent; or

(f) fix anything to the walls of the Property without the Head Landlord's prior written consent; and will take reasonable steps to ensure that the occupiers do not do so.

4.11 Pass on notices

Within 7 days of receipt, Sulets will give to the Head Landlord a copy of any notice, order or legal proceedings relating to the Property received by Sulets from any government department, local or public authority or other party.

4.12 Obligations at the end of the Term

4.12.1 Sulets will at the end of the Term (however it ends):

(a) hand to the Head Landlord or the Head Landlord's Agent all keys to the Property then in its possession and any safety certificates relating to the Property, if the Property is not to be part of the head leasing scheme in the following year;

(b) give the Head Landlord vacant possession of the Property;

(c) leave all the Contents in the same rooms in the Property as they were in at the start of the tenancy; and

(d) ensure that the Property and the Contents are clean and tidy and are in the condition required by these Letting Terms;

PROVIDED ALWAYS THAT the Head Landlord has not made any arrangement with the sub-tenants for them to remain in occupation after their sub-tenancy period has expired or a sub-tenant does not remain in occupation after the term of their sub-

tenancy has expired.

4.12.2 If the Head Landlord makes an arrangement with the sub-tenants for their continuing occupation after the sub-tenancy period has expired, Sulets' obligations at the end of the tenancy shall be limited to returning safety certificates if required and any keys that have not been issued to the sub-tenants.

4.12.3 If a sub-tenant remains in occupation at the end of the Term otherwise than by arrangement with the Head Landlord, Sulets will use all reasonable efforts to assist the Head Landlord to recover possession but beyond that Sulets' obligations at the end of the tenancy shall be limited to returning safety certificates if required and any keys that have not been issued to the sub-tenants in question.

25 5 Termination of this Agreement

5.1 Landlords right of termination

5.1.1 The Head Landlord acknowledges that he has no right to cancel this Agreement except as permitted by clause 5.1.2.

5.1.2 The Head Landlord is entitled to terminate the tenancy by giving Sulets notice if:

(a) any instalment of the Rent (or the balance due after Sulets has made any deductions as permitted by this Agreement) is not received within 28 days of the applicable Payment Date; or

(b) Sulets fails to comply in any material respect with any of Sulets' obligations in this Agreement and the failure has not been rectified within 14 days of the Head Landlord giving Sulets notice to comply.

5.1.3 If the Head Landlord terminates this Agreement under clause 5.1.2, the Head Landlord shall be entitled to claim from Sulets the losses which the Head Landlord suffers and/or the expenses the Head Landlord reasonably incurs as a result of Sulets' breach of contract, so that the Head Landlord is in no better or worse position than s/he would have been in if Sulets had complied.

5.2 Tenant's rights of termination

5.2.1 Sulets is entitled to terminate this Agreement by giving the Head Landlord notice if:

(a) the Head Landlord fails to comply with any of the Head Landlord's obligations in this Agreement and the failure has not been rectified within 14 days of Sulets giving the Head Landlord notice to comply. The notice period for termination will be at Sulets' discretion; or

(b) the Property is not available with vacant possession and in the condition required by this Agreement at the start of the Term.

5.2.2 If Sulets terminates this Agreement because of the Head Landlord's failure to comply with the Head Landlord's obligations (see clause 5.2.1(a) and (b)), Sulets shall be entitled to claim from the Head Landlord the losses it suffers and the expenses it reasonably incurs as a result of the Head Landlord's failure, so that Sulets is in no better or worse position than it would have been in if the Head Landlord had complied.

Sulets' losses and/or expenses may include (but are not limited to) fees payable to professional advisors, court fees, loss of profit, damages payable to Sulets' actual and prospective sub-tenants, and staff time. If Sulets terminates this Agreement because Sulets is unable to find appropriate sub-tenants to occupy the Property (see clause 5.2.1(c)), the Head Landlord shall not be liable to pay Sulets' losses and/or expenses.

5.2.3 If at any time after this Agreement comes into effect the status of Sulets' sub-tenants will or does become that of assured tenants, Sulets may terminate this Agreement by serving on the Head Landlord notice in accordance with clause 5.2.4.

5.2.4 A notice for the purpose of clause 5.2.3:

- (a) must be in writing;
- (b) may be served by email to the Head Landlord's last-known email address;
- (c) may be given up to 1 month before the change of status is due to take effect or up to 2 months after the change of status has taken effect; and
- (d) must specify the date of termination which must not be sooner than 1 month after the date the notice is given.

5.2.5 If Sulets serves notice pursuant to this clause then at 00.01 hours on the date of termination specified in the notice this Agreement and any lease granted pursuant to it shall terminate. Any sums (including Rent) paid by Sulets to the Head Landlord that relate to a period from and including the date of termination shall be apportioned on a daily basis and shall either be refunded to Sulets within 7 days or credited to the rent account of the residential occupiers.

5.2.6 Termination of this Agreement pursuant to clause 5.2.4 shall be subject to and with the benefit of the rights and obligations of anyone in residential occupation on the date of termination, and to that end clause 4.12 shall not apply but:

- (a) Sulets shall, without delay deliver up to the Head Landlord or its agent any keys to the Property which Sulets has in its possession (but shall not be required to deliver up any keys to the Property which Sulets provided to its sub-tenants nor to deliver up the Property with vacant possession);
- (b) Sulets shall pay to the Head Landlord or its agent (at the Head Landlord's direction) the balance of any tenancy deposit (after lawful deductions) which Sulets holds for the Property, give a proper account of any deductions, and use reasonable endeavours to ensure the Head Landlord or its agent can protect the tenancy deposit(s) within 30 days of actual or deemed receipt.

5.3 Effect of Termination

Termination of this Agreement under clause 5.1 or clause 5.2 ends the tenancy but does not release the Head Landlord or Sulets from liability for any breach of the terms of this Agreement before it was ended.

26 6 General provisions

6.1 Landlord's warranty

The Head Landlord warrants and represents to Sulets that the Head Landlord:

- 6.1.1 has, prior to entering into this Agreement, obtained every consent to let that is required by a superior lease or mortgage of the Property;
- 6.1.2 has obtained planning consent for the use of the Property as a shared student dwelling (if the Property is situated in an area to which a relevant Article 4 Direction applies);
- 6.1.3 has no unspent criminal conviction which would lead a reasonable person to conclude that the Head Landlord is not a fit and proper person to participate in Sulets' head-leasing scheme (or where there is such a conviction the Head Landlord has disclosed it to Sulets);
- 6.1.4 is not aware of any statutory or public notice affecting the Property which would make the Property unsuitable as a residence for students (or where there are any such notices the Head Landlord has disclosed them to Sulets);
- 6.1.5 believes that the Property complies in all material respects with all legislation applicable to shared student houses, and has taken all reasonable steps to ensure that it does;
- 6.1.6 will ensure that the Property will be in good and tenantable repair and condition and fit for occupation, use and beneficial enjoyment at the start of the Term.

6.2 Limitation of liability

6.2.1 Sulets shall not be liable to the Head Landlord for the actions or negligence of any contractor carrying out works at the Property, as long as Sulets exercised reasonable care and skill in the selection of the contractor and in specifying the nature of the works to be carried out.

6.2.2 Sulets shall not be liable to the Head Landlord for any delay in carrying out works if such delay was due to the occupiers failing to notify Sulets of the need for repair; Sulets being unable to contact the Head Landlord; the Head Landlord's delay in authorising a repair; there being no suitable available contractor within a reasonable time; or any other reason outside Sulets' reasonable control.

6.2.3 Unless Sulets is able to recover the full amount from the sub-tenant(s) Sulets' liability to the Head Landlord in damages is limited to the amount of the deposit taken in respect of the sub-tenancy, after Sulets has deducted sub-tenants' arrears of rent.

6.3 Third party rights

A person who is not a party to this Agreement shall have no rights under this Agreement, including under the Contracts (Rights of Third Parties) Act 1999 (to the extent applicable), to enforce any term of this Agreement.

6.4 Damage by an insured or uninsured risk

6.4.1 The Head Landlord may choose whether or not to insure itself against loss of rent in the event of the Property being damaged or destroyed by an insured risk.

6.4.2 If the Property is damaged by an insured risk and is not reasonably fit for habitation, then subject to clause 6.4.3:

(a) Sulets shall remove its and its sub-tenants' possessions from the Property within a reasonable time of the Head Landlord's request if that is necessary to facilitate reinstatement of the Property;

(b) the Head Landlord shall use reasonable endeavours to reinstate the Property as soon as practicable;

(c) Sulets shall not be liable to pay the Head Landlord any Rent or to perform any of its other obligations in this Agreement until the Property has been reinstated and is fit for beneficial occupation and use as a dwelling;

(d) the Head Landlord will reimburse Sulets for the cost of providing up to 3 nights' stay for its sub-tenants at a Travelodge, Premier Inn or other establishment at a similar price immediately after the damage occurred, payment to be made within 14 days of Sulets providing the Head Landlord with the hotel's invoice;

(e) the Head Landlord shall have no further obligation to provide Sulets or its sub-tenants with alternative accommodation whilst the Property is being reinstated;

(f) the Head Landlord shall not be liable to Sulets for removal or travel expenses, personal injury or damage to Sulets' possessions unless the insured risk was attributable to the Head Landlord's negligence;

(g) the Head Landlord will refund to Sulets any Rent Sulets has paid in respect of any period for which the Property is not fit for habitation or inaccessible as a result of the damage (but excluding any period for which the Head Landlord pays for temporary accommodation);

(h) Sulets will resume occupation of the Property within 7 days of the Head Landlord notifying Sulets that the Property has been reinstated and is fit for beneficial occupation and use as a dwelling provided that Sulets (acting reasonably) is satisfied that is the case;

(i) upon Sulets resuming occupation of the Property, Sulets shall once more be liable to discharge its liabilities and perform its obligations in this Agreement.

6.4.3 If the Property has not been reinstated within 6 weeks of damage by an insured risk, Sulets may give written notice to the Head Landlord to end this Agreement and on

the giving of such notice this Agreement and the lease will terminate (but without prejudice to the rights and obligations of the parties that had arisen before the date of termination). The Head Landlord will refund to Sulets any Rent Sulets has paid in respect of any period after termination (if it has not already done so under clause 6.4.2(g)).

6.4.4 If the Property is partially damaged by an insured risk, but some or all of it remains reasonably fit for habitation, the parties will co-operate with each other to apply the intent of clause 6.4.2 to the damaged part, having regard to the fact that if major works are needed at any part of the Property, the remainder of it may be fit, but of suitable, for occupation due to disruption by the works. Clause 6.4.3 shall apply if the kitchen, bathroom or more than two bedrooms have not been reinstated within 6 weeks of the damage.

6.4.5 Where the Property is damaged by an uninsured risk either party may terminate this Tenancy Agreement by giving written notice to the other. The Head Landlord will refund to Sulets any Rent Sulets has paid in respect of any period after termination.

6.4.6 The Head Landlord shall pay Sulets an amount equivalent to Sulets' loss of profit arising from the occurrence of damage or destruction which makes the Property unfit for beneficial occupation and use within 28 days of Sulets' demand, supported by evidence of Sulets' loss of income and additional expenditure arising from Sulets' inability to house sub-tenants in the Property due to its condition.

6.5 Whole agreement

This Agreement (including any special letting terms and schedules) contains all the terms agreed to by the Head Landlord and Sulets.

27 SECTION C: SPECIAL LETTING TERMS

Free text #12 - you will be able to enter text here when you create an agreement from this template

Signatures

Mr First Signatory
1, More Avenue, London, EC2A 2EX, United
Kingdom

(Not signed)

Second Signatory Company (01234567)
2, Fleet Place, London, EC2A 2EX, United
Kingdom

(Not signed)

The property company
1 Example Street Example City AA1 1AA

(Not signed)