

Assured shorthold tenancy

DOCUMENT REFERENCE: [DOCUMENT.REFNUMBER]

For renting a shared house or flat, landlord not resident, rent paid monthly, bills included.

Property address:	[Property address]
Max occupancy:	[Property.MaxPersons] persons
Tenants & rents:	Room 1: [Tenant 1.FirstName] [Tenant 1.LastName], [Tenant 1.Email], £ [Room 1 rent pcm]pcm Room 2: [Tenant 2.FirstName] [Tenant 2.LastName], [Tenant 2.Email], £ [Room 2 rent pcm]pcm Room 3: [Tenant 3.FirstName] [Tenant 3.LastName], [Tenant 3.Email], £ [Room 3 rent pcm]pcm Room 4: [Tenant 4.FirstName] [Tenant 4.LastName], [Tenant 4.Email], £ [Room 4 rent pcm]pcm
Rental period:	[Tenancy start date] to [Tenancy end date] ([Fixed term in months] months)
Summer rent reduction:	[Summer rent reduction details]
Bills allowance:	£[BillsAllowance] per person per week
Deposit:	£[Deposit per person] per person, £[Deposit total] total

Note: House floor plans showing room numbers are available at appletreeproperty.com

Assured shorthold tenancy agreement

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this property, and our rights and our duties owed to you as your landlord. It should be signed at the end by us all to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document and you should keep it safe. If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

Landlord name: Hannah Brazier

Postal address: 48, Sansome Place, Worcester WR1 1UA

Telephone number: 07815 201777

Email: hannah@appletreeproperty.com

Main details and definitions

The property: [Property address]

Referred to as the Property in this agreement. This includes any garden.

The property is let excluding the use of: n/a

The Landlord: Hannah Brazier

Referred to as we or us in this agreement (even if there is only one landlord).

Note: If the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

The Tenants:

Note: House floor plans showing room numbers are available at appletreeproperty.com

- 1: [Tenant 1.FirstName] [Tenant 1.LastName] - Room 1
- 2: [Tenant 2.FirstName] [Tenant 2.LastName] - Room 2
- 3: [Tenant 3.FirstName] [Tenant 3.LastName] - Room 3
- 4: [Tenant 4.FirstName] [Tenant 4.LastName] - Room 4

Referred to as *you* or *your* in this agreement.

Note for joint tenants: where there is more than one tenant, you will all have what is called 'joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to 'the tenant' or to 'you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we and the other joint tenants agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. We, and the other joint tenants, shall not unreasonably withhold consent for this change.

If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

Persons permitted to occupy the property: The total number of persons living in the property at any one time, including named tenants, members of the tenants household and any children, must not exceed [Property.MaxPersons].

Your email address:

By checking the box below, you agree to us serving notices and other legal documents upon you electronically at the email address listed:

Tenant name	Email address	Check
[Tenant 1.FirstName] [Tenant 1.LastName]	[Tenant 1.Email]	<input type="checkbox"/>
[Tenant 2.FirstName] [Tenant 2.LastName]	[Tenant 2.Email]	<input type="checkbox"/>
[Tenant 3.FirstName] [Tenant 3.LastName]	[Tenant 3.Email]	<input type="checkbox"/>
[Tenant 4.FirstName] [Tenant 4.LastName]	[Tenant 4.Email]	<input type="checkbox"/>

If you change your email address, you must let us know your new email address seven days before the change takes effect.

The fixed term: [Fixed term in months] months.

Starting: [Tenancy start date]

Ending: [Tenancy end date] (tenant to vacate by 1100).

This house is let as a student house. If you do not wish to live in the property for the subsequent academic year we will need to find new tenants to take your place. We normally sign up new student tenants during the January which is before your fixed term comes to an end (the signing up period).

We will contact you at the start of the signing up period and ask you if you wish to stay in the property for another year. If you wish to stay, you will need to sign a new tenancy agreement, and any guarantors will need to sign a new deed of guarantee. If you tell us that you do not wish to stay in the property, or if the renewal paperwork is not signed and returned to us within 7 days of it being provided to you, we will sign a new agreement with new student tenants for the next academic year (the new tenants). We will write and tell you once we have done this.

Under the Housing Act 1988 you are entitled to stay on in the property after the end of your fixed term on a month by month basis, and the terms and conditions set out in this agreement will continue to apply (this is called a periodic tenancy). However, if you then fail to vacate the property at the end of your fixed term, after we have informed you that we have agreed to re-let the property

to the new tenants, we will suffer loss, and the new tenants will have nowhere to live. If this happens you will be responsible for any reasonable expenses incurred by the new tenants in finding new accommodation.

If you stay on under a periodic tenancy you have the legal right to end that on one month's written notice. However it will be very difficult for us to find new student tenants outside the signing up period, and we could suffer financial loss as a result of this. For this reason, if you stay on after the end of the fixed term without signing a new tenancy agreement or renewal form, the contractual rent will be higher.

If you stay on after the end of the fixed term under a periodic tenancy, this can be ended in the following ways:

- you give notice that you want to end the agreement (see section 10 below); or
- we serve a notice on you under section 21 of the Housing Act 1988; or
- we enter into a new written agreement with you; or
- this agreement is ended by consent or a court order.

The rent: £[Total rent pcm] per calendar month

This figure includes an allowance of £[Bills Allowance] per person per week towards the bills set out in Schedule A at the end of this agreement (the bills allowance).

The monthly rent is nominally split between the rooms in the house as follows:

Room 1: £[Room 1 rent pcm] pcm

Room 2: £[Room 2 rent pcm] pcm

Room 3: £[Room 3 rent pcm] pcm

Room 4: £[Room 4 rent pcm] pcm

Note: Monthly rent is calculated from a weekly rent figure using the following formula:

Monthly rent = (weekly rent x 52 weeks in year) / 12 months in year

Summer rent reduction: [Summer rent reduction details]

The payment date: 1st

The first payment should be made by you before the start date of the tenancy. All subsequent payments must be paid every month in advance on the payment date. Payment should be by standing order or BACS transfer into our bank account, details of which have been provided to you. All

payments (including any payments made by internet transfer) must reach our bank by the payment date.

Bank details	
Account name	Hannah Brazier
Sort code	55-81-36
Account number	[Account number]
IBAN	[IBAN]
BIC	NWBKGB2L
Bank name & address	Natwest, 1 The Cross, Worcester WR1 3PR

If you stay on after the end of the fixed term without having signed a new tenancy agreement or renewal form, the rent will increase to £3,200 per calendar month, rent payable in advance on the first day in the month.

Any reference to rent in this agreement includes reference to the initial payments.

The deposit: £[Deposit per person] per person, £[Deposit total] total.

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

We will register the deposit with one of the government authorised tenancy deposit schemes (the Deposit Protection Service) within 30 days of receiving it, as required by the Deposit Protection Service rules. For more information on the deposit see section 2 below.

Other charges

You will also be required to pay charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below.

Notice regarding your Right to Rent

We, the landlord, are required by law to carry out checks on all prospective occupiers (including named tenants and all adult occupiers who are not named tenants) to ensure that they have the right to rent property in England.

If these checks have not been carried out at the time this agreement is signed, then this agreement is conditional upon Right to Rent checks showing that you and all members of your household (as listed above) have a right to rent.

If you are unable to satisfy these checks then this Agreement will not take effect.

Some more definitions

The inventory: This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct.

Fixtures and fittings: All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity, internet and water.

Shared areas: Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (i.e. in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

Fair wear and tear: This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

Terms and conditions

1. Payments, utilities and costs

1.1. You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).

1.2. You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

1.3. If anyone other than the tenants named in this agreement pay all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

1.4. You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property

is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.

1.5. Interest will be charged in line with the Bank of England's rate + 3%, if a rent payment is more than 14 days overdue for each day the payment is outstanding.

1.6. During the term, we will pay all the property taxes, and utility and service bills which are set out in Schedule A at the end of this agreement. However we will be entitled to ask you to pay an extra sum if the money paid by us for these bills in respect of the property exceeds the bills allowance. If this happens we must ask you in writing for the extra payment. You will be entitled to see the relevant utility or other bills concerned to check that the amount we are asking is fair, before you pay the money, but you must ask us for this in writing.

1.7. You must pay all, or a contribution towards the cost (depending on whether other tenants in the Property use the relevant service), of any other services or charges during the term, i.e. any which are not set out in Schedule A, which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed.

1.8. You must not arrange for or subscribe to any additional service (such as a telephone line, satellite TV or additional utility) which require any physical adaptation of the property, or change the existing services provided and paid for by us (as set out in Schedule A) without our written consent (which we will not refuse or delay without good reason). If you do arrange for any additional services, you will be responsible for paying all, or a contribution towards, the charges relating to them (as appropriate), unless we agree in writing to pay all or part of these.

1.9. If there is any increase in the rates charged for taxes (such as an increase in the Council tax payable for the property), utilities and any other charges set out in Schedule A, we will be entitled to increase the rent during the term to reflect this, after giving you not less than one month's notice in writing. During this notice period, you can ask us to let you have copies of any bills or notices of increase of charges (the documentary proof) to support our request for a higher rent, but you must ask us for this in writing. We must then provide the documentary proof to you not less than 14 days later. The rent will continue to be payable at the existing rate until the documentary proof has been given to you. If you do not ask for the documentary proof during the notice period, the increased rent will take effect after the notice period has ended.

1.10. You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement.

1.11. If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them.

2. The deposit

2.1. When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.

2.2. We will follow the rules of the Tenancy Deposit Scheme at all times

2.3. Note that the Deposit has been taken for the following purposes:

2.3.1. Any rent or other money due or payable by you under the tenancy agreement of which you have been made aware and which remains unpaid after the end of the tenancy.

2.3.2. Any damage, or compensation for damage to the premises, its fixtures and fittings or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and any repairs that are our responsibility.

2.3.3. The reasonable costs incurred in compensating us for, or for rectifying or remedying any major breach by you of your obligations under the tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

2.3.4. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which you are liable

2.4. You will not be entitled to any interest payable on the deposit money, if this money is held by us.

2.5. If there are multiple tenants then you each agree with the other tenants that any one of you may consent on behalf of the others to use the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

3. The condition of the Property and disrepair

Our responsibilities:

3.1. We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

3.2. Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

3.3. In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:

3.3.1. the structure and exterior of the Property (including drains, gutters and external pipes)

3.3.2. the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

3.3.3. the installations for space heating and heating water.

3.4. We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted

3.5. However, we will not be responsible for:

3.5.1. carrying out work that you are responsible for under your duty to use the Property in a 'tenant-like manner';

3.5.2. rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or

3.5.3. repairing or maintaining anything which belongs to you

3.6. If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

Your responsibilities:

3.7. You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).

3.8. You must keep the inside of the property in good condition, undamaged (other than by fair wear and tear), and clean and tidy.

3.9. You must keep the shared areas clean and fit for use by you and the other occupiers of the Property.

3.10. You must take reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage by condensation

3.11. You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.

3.12. You will be responsible for the repair of any damage to the shared areas or the property, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.

3.13. You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.

3.14. You must (together with the other occupiers of the Property) keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

3.15. If we have prepared an inventory and/or statement of condition of the property (the Inventory) and provided this to you, you must let us have any written comments or amendments to the

Inventory within 7 days of collecting your keys or the date when you were given the Inventory (whichever is the later) otherwise you will be taken as accepting it as a full and accurate record of the condition of the property and its contents

4. Health and safety

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1.** You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use.
- 4.2.** You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3.** You must not smoke or burn candles in any shared areas, or anywhere inside the property.
- 4.4.** You must test the fire alarm system installed in the Property at least once a week.
- 4.5.** You must test the carbon monoxide detector installed in the Property at least once a week.
- 4.6.** If either the fire alarm or carbon monoxide system fail testing you should let the landlord know immediately.
- 4.7.** You must keep the Property free from vermin.
- 4.8.** You must keep all shared areas, in particular passages and hallways, free from obstruction.
- 4.9.** You may use extension leads in the house, but may only use one extension lead per wall socket and you must not plug an extension lead into another extension lead.
- 4.10.** Washing machines, tumble dryers and dishwashers (where fitted) should not be allowed to operate if there is no-one in the house.
- 4.11.** The storage and charging of eBikes and eScooters is subject obtaining our permission. For further details, refer to our eBike/eScooter policy, a copy of which is included in the house manual or available on request.

5. Using the Property

Our responsibilities:

- 5.1.** We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (Note - this type of clause is often called 'the covenant of quiet enjoyment').

Your responsibilities:

- 5.2.** Regarding persons living at the property:
 - 5.2.1.** You must not allow any other persons to live at the property without our written permission (which we will not unreasonably withhold or delay)
 - 5.2.2.** Visitors should not remain at the property for more than one week without our written permission (which we will not unreasonably withhold or delay)
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5.2.3. You must ensure that no more than the number of people specified above (in the "Persons permitted to occupy the property" section) live at the property

5.2.4. Any obligation on you under this agreement to do or not to do anything shall also require you not to permit any member of your household or visitor to do or not to do the same thing

5.3. You will not allow anyone to occupy the property whose immigration status does not permit them to occupy residential premises under a residential tenancy agreement (i.e. if they do not have a 'right to rent' as set out in Part 3 of the Immigration Act 2014) and you will keep us informed if the immigration status of any of the permitted occupiers changes during the tenancy so as to remove their right to rent.

5.4. You must use the property as your only or principal home

5.5. You must not use the Property for the purposes of a business, trade or profession except with our prior written consent which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for us to withhold consent if there is a reasonable likelihood that the use proposed would:

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

5.5.2. cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property

- and further, any permission granted will be on condition that neither of these will occur.

If permission is granted but it then becomes apparent that notwithstanding this condition, either 5.5.1 or 5.5.2 above have or are likely to occur we will be entitled to withdraw our consent upon giving you not less than 28 days written notice.

5.6. You must not do anything on or at the Property that:

5.6.1. causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

5.6.2. is illegal or immoral

5.6.3. allows strangers unsupervised access to any shared areas which are not open to the general public

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

5.7. You must not leave the property empty for a continuous period of more than 28 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.

5.8. You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

5.9. You should not be a nuisance to your neighbours. You can be evicted for antisocial behaviour if you create problems like excessive noise or mess. In serious cases, other parties such as the police or local authority could also apply to the courts to have you excluded from your property.

5.10. Note that you are responsible for the behaviour of everyone who lives in or visits the Property.

Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself. This includes your family, anyone else living at the property, and all visitors.

6. Insurance

Our responsibilities:

6.1. We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

6.2. We will give you a copy of our insurance policy, or an extract of the relevant parts

Your responsibilities:

6.3. You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.

6.4. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

7. Landlords inspections and keys

7.1. You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and show the property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).

7.2. We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.

7.3. You agree that if the property is to be unoccupied for a period of more than 28 consecutive days we may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

7.4. We are entitled to have keys for all the doors to the Property (including your room), but we are not entitled to use them to enter the property without your permission (unless it is an emergency).

7.5. You are responsible for ensuring that you look after the keys for the property throughout the tenancy. If you fail to do so, you will be responsible for covering the reasonable costs of replacement.

7.6. If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

7.7. You must not change the alarm codes, door locks or have duplicate keys cut without our written permission (which we will not refuse or delay without good reason).

8. Notices, post and documents

- 8.1.** This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2.** You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3.** You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed to you, please let us know.
- 8.4.** Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery. Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.
- 8.5.** If you have indicated that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.
- 8.6.** By signing this document you confirm that you have been sent copies of the Government's "How to Rent" guide, along with the energy performance certificate (EPC) and gas safety certificate for this property.

9. Data protection

- 9.1.** We are a data controller and are registered with the Information Commissioner's Office as required under the Data Protection Act 2018. We will only process your personal data in accordance with our registration and current data protection legislation. The data you provide will be used for internal administration relating to this agreement.
- 9.2.** If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them.
- 9.3.** We also reserve the right to pass your information on to tracing agents employed by us should you fail to provide a forwarding address after you have vacated the property, and where we need to contact you for example if you owe us money or for any other lawful reason.
- 9.4.** For the avoidance of doubt you are hereby notified that (for properties in England) we are required by law to retain copies of your passport and any other documents provided to us for the purpose of carrying out checks under the Immigration legislation regarding your 'right to rent' in the UK.
- 9.5.** We will also be obliged to carry out further checks against you if you have a time-limited right to rent, once this expires. If at that stage we find out that you or any of your household do not have a
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right to rent we are legally obliged to inform the Home Office of this and give them details of who is living in the property, where it is and what documents we have on file relating to them. We may also be required to disclose this information if it is necessary for us to use the Home Office landlords checking service.

9.6. In order to protect our position against any claims or legal issues that might arise in respect of the property and the tenancy, we reserve the right to retain all data and documentation for at least six years from the end of the tenancy or for any longer limitation period which may apply.

9.7 We do not perform any automated decision making or direct marketing on the personal data we hold. The only profiling we perform is during guarantor's credit checks. All personal data processing is performed under basis 6(1)(b) - contract.

9.8 You have the right of access to, and rectification of, the personal data we hold on you. Please contact us for further details.

10. Ending or transferring this agreement

10.1. You must not transfer ownership of (assign) this tenancy, or borrow any money on the security of the Property or your tenancy.

10.2. You must not sublet the property without our express permission in writing, which we will not refuse or delay unreasonably.

10.3. You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:

10.3.1. you have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy

10.3.2. the new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term

However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.

10.4. If you continue to live in the Property after the expiry of the fixed term and if no further tenancy has been entered into by us, then after the expiry of the fixed term you will be entitled to occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988. You can end this statutory periodic tenancy at any time by giving us not less than one month's notice in writing.

10.5. If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your

responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

10.6. If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

11. Leaving the Property

11.1. See the section above titled 'The Fixed Term' for details of your rights and responsibilities when leaving the property.

11.2. Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgements registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.

11.3. You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.

11.4. You must give us a forwarding address and telephone number before you leave the Property.

11.5. You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 1100 (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.

11.6. If any items are left at the Property after the Tenancy has ended, you will be responsible for meeting all reasonable removal and storage charges. We will remove and store the possessions for one month (other than any perishable or hazardous items which will be disposed of immediately) and will take reasonable steps to notify you. If the items are not collected within one month, you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

11.7. Unless otherwise agreed, we will not forward any post on to you after you have vacated the property, and we suggest you arrange for your post to be re-directed to you via the Post Office re-direction service.

12. Mortgage & consents

12.1. In accordance with Ground 2 in Schedule 2 of the Housing Act 1988 we hereby give notice that the Property is subject to a mortgage which was granted before the beginning of the Tenancy. We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

13. Additional clauses

13.1. You will allow access to a gardener chosen by us, to prune and maintain the trees and larger shrubs in the garden, upon our giving not less than 24 hours notice in writing. The gardener will require access not more than four times in any one year and the gardener's costs will be paid for by us.

13.2. If applicable, you will provide to us, before the start of the tenancy, a copy of your Council Tax exemption certificate (issued by the University and available online).

Schedule A

The utilities, property taxes and services which will be paid for by us, as described in clause 1.6 in this agreement, are as follows :

Gas, Electricity, Water, Broadband and TV license.

Council tax will not be due for any period when the house qualifies for a Class N Council Tax exemption. However, if you cease to be a full-time student, or the Council withdrawn the class N exemption, Council Tax will be payable.

Signatures

Landlord: Hannah Brazier		
Tenant 1: [Tenant 1.FirstName] [Tenant 1.LastName]		
Tenant 2: [Tenant 2.FirstName] [Tenant 2.LastName]		
Tenant 3: [Tenant 3.FirstName] [Tenant 3.LastName]		
Tenant 4: [Tenant 4.FirstName] [Tenant 4.LastName]		
