

Terms and Conditions

General Notes

1. This Agreement is for an Assured Shorthold Tenancy. The Tenancy Agreement is a legal & binding contract and the Tenants are responsible for the payment of rent for the entire agreed term. The Agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
2. In this Agreement any reference to the masculine includes the feminine.
3. This is Joint & Several Assured Shorthold Tenancy Agreement and is intended to give rise to an Assured Shorthold Tenancy as defined in Section 19A of the housing Act 1988 and as amended by the Housing Act 1996. Where there is more than one Tenant, all obligations, including those for rent & repairs can be enforced against all of the Tenants jointly and against each individually.
4. Any Notice under this Agreement or under the Landlord and Tenant Act 1987 Section 47 and 48 to the Landlord shall be served on the Landlord personally or to his Agent. A Notice sent by registered post shall be deemed to be delivered forty-eight hours after it is placed in the post. Any Notice to the Tenant shall be deemed sufficiently served if it is sent to the Premises and shall be deemed to be received forty-eight hours after posting.
5. If the Inventory relating to the property is not returned to the Landlord's office within 14 days of the Effective Date of this Agreement with comments to the contrary, the Inventory shall be deemed to be correct. The Inventory to be signed by both parties.
6. The Tenancy may be brought to an end if the Mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

The Premises

1. The Premises is the Property specified on Page 1, and where applicable, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the Inventory

Rent

1. **The Tenant agrees to pay the rent quarterly in advance by standing order** on the days specified by the Landlords Agent. If cheques payments are agreed as an alternative, the tenant agrees to pay a charge of £50 for any cheque returned by the Bank or payment not honoured.

The Deposit

1. Pay the Landlord prior to the signing of this Agreement a Deposit. The deposit is held by the Landlord as Stakeholder. The Landlord is a member of mydeposits.co.uk.
2. The Deposit will be protected by My Deposits in accordance with their terms & conditions. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk
3. The Deposit will act as security against the breach by the Tenant of any part of this agreement at any time including compensation for cleaning, damage to the premises, its fixtures and fittings or for missing items for which the Tenant may be liable subject to an apportionment or allowance for fair wear and tear.
4. The Deposit shall not be treated as rent by the Tenant and rent is required to be paid in full to the end of the tenancy. Should any rent monies be outstanding at the end of the tenancy these will be deducted from the Deposit

5. Subject to the My Deposit scheme rules, the Landlord will endeavor to return the deposit, less any deductions, within 30 days, on the proviso that possession of the property has been returned to the Landlord and that all keys have been returned. The deposit will be returned via bank transfer to the account details given at time of application – if the deposit is to be returned to a different account you will need to contact flats4students in advance. Where more than one person comprises the Tenant, the person who signed the Inventory schedule & condition will be deemed to be the lead Tenants and therefore act on the joint Tenant's behalf in respect of this. If the group decides to nominate a different Tenant to deal on behalf of the whole group please clarify this in writing to flats4students. My Deposits will consider the agreement of the lead Tenants as agreement by all the joint Tenants

Tenant Obligations

The tenant will

1. Put gas, electricity, water, sewerage, Council tax, telephone and internet accounts into Tenants names and read meters at the commencement of the Tenancy. Take final readings at the end of the Tenancy and supply a forwarding address. Forward copies of receipted accounts to the Landlord or Agent, if requested. Re Council Tax; The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder. The Tenant agrees that if during the tenancy they cease to be granted an exemption from paying council tax, by the council, then they will immediately become responsible for the council tax in full).
2. Keep all waste water and sewerage pipes free from obstructions and pay for the cost of any necessary rectification (if caused after one month of the commencement of the Tenancy) e.g. unblocking sinks blocked with fat, unblocking toilets when unsuitable items has been used i.e.: face/make up/cleaning wipes etc.
3. Keep all parts of the Premises including Landlord's fixtures and fittings in good and Tenantable repair and in a good decorative state, making good all damages and breakages to the Premises and fixtures and fittings (fair wear and tear and damage by accidental fire and those other risks insured against by the Landlord and repairs which are the responsibility of the Landlord excepted).
4. Not assign underlet charge or part with or share the possession or occupation of the Premises or any part thereof and will not grant any licence or licences to occupy the Premises or any part thereof.
5. Not use the Premises or any part thereof for any purpose other than that of a private residence, nor carry on upon the Premises any profession trade or business or let apartments or rooms or receive paying guests or lodgers, or do or suffer to be done in the Premises anything which may become an annoyance or inconvenience to the Landlord or other occupier or Tenants of other Premises in the building or neighbouring properties, or which may vitiate the insurance of the Premises or cause the premium to increase.
6. Not use the Premises for any illegal or immoral purpose.
7. Not damage, injure or make any alteration to the Premises or any part thereof.
8. Not install connect or otherwise attach to the Property any cable, satellite or similar system without the written permission of the Landlord.
9. Within seven days of receipt thereof send to the Landlord all correspondence addressed to the Landlord or the owner of the Premises any notice order or proposal relating to the Premises (or any building of which the Premises form part) given made or issued under or by virtue of any statute, regulation order, direction or bye-law by any competent authority.

10. Permit the Landlord, the Landlord's employees or the Landlord's Agent upon giving 24 hours prior notice (except in the case of emergency when no notice shall be required) to enter upon the Premises with or without workmen and equipment and to view the state and condition thereof and, if necessary, to carry out any repairs, alterations or other works. When work is requested by the Tenant, the workmen will enter to carry out the repair without prior notice of exact time.
11. Pay all fees, expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
12. Notify the Landlord promptly after any event which causes damage to the Premises or which may give rise to a claim under the insurance of the Premises.
13. Not leave the Premises vacant for more than 30 consecutive days and to keep the premises locked and secure if they are vacant.
14. Not change the locks on the doors of the Premises or make any duplicate keys thereto but to return all such keys to the Landlord at the end of the Tenancy. Pay a charge of £20 for each key not returned on or before 10 am on the last day of the tenancy.
15. Not fix any lock to any internal door or in any way cause damage to any such door. Such an event will result in deductions from deposit.
16. During the Tenancy permit the Landlord or the Landlord's Agent at reasonable hours to enter and view the Premises with prospective Tenants or purchasers thereof.
17. At the determination of the Tenancy yield up to the Landlord the Premises (fixtures and effects) properly repaired decorated and kept in accordance with the obligations herein before contained and to remove from the Premises all the Tenant's effects. This includes replacing broken lightbulbs with working bulbs.
18. Not remove any of the said fixtures/fittings and effects from the Premises.
19. Keep the said fixtures and effects in the present state of repair and condition and replace with similar articles of at least equal value or if the Landlord requires pay for effects which may be destroyed or damaged so as to be incapable of being returned to their former condition.
20. Not to keep any animals, birds or reptiles on or near the Premises; take suitable precautions against rodent infestations and to bear the cost of such eradication.
21. Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, notice, sign or advertisement or poster and not to permit any clothes or fabric to be hung out or exposed for drying or airing upon the said Premises or any part thereof as to be visible from the outside of the Premises.
22. Keep clean the windows of the Premises. Replace all broken glass where breakage can be attributed to the Tenant.
23. Keep gardens (if any) belonging to the Premises in good condition. The your landlord will maintain the garden/outside areas, but please keep them free from rubbish
24. Not fix items to walls using sellotape, nails, screws, hooks, without written permission from the Landlord. Adhesive material or similar substances (blue tac/white tac) are prohibited
25. Put mattress protectors on beds immediately upon taking occupation.

26. Not leave any refuse outdoors except on the day of collection by the Refuse Department and then in a properly closed receptacle. To bring all bins back onto the premises after they have been emptied. To use recycling boxes as much as possible. At the end of the Tenancy remove all rubbish from the Premises.
27. Take steps to prevent frost damage (particularly to the plumbing and heating system) if the Premises are vacant, such as leaving the central heating on completely.
28. If applicable, ensure that a TV licence is obtained.
29. Not use or play any electrical or musical instruments of any kind or make any noise so as to cause annoyance to nearby residents or occupiers or to be audible outside the Premises. With any breach of contract the Tenants will be contacted. Tenant to pay £10 each per letter or email, if initial warning is ignored. Tenants to be charged £50 each for subsequent letter or email, especially when neighbours are disturbed.
30. Not cause permit and suffer any of the activities specified in Section 8 of the Misuse of Drugs Act 1971 to take place in the Premises.
31. Keep fire doors and fire escape corridors clear at all times. Not leave self-closing doors propped open when the Premises is unattended, or at night-time. Kitchen doors must be kept closed at night for your own safety.
32. Not cover smoke detectors, or silence Fire Alarms.
33. Not to misuse any fire safety equipment provided by the landlord, i.e. fire extinguishers or fire blankets etc.; if you have a genuine need to utilise fire safety equipment you must report this to the landlord within 24 hours, please note you would be responsible for the cost to replace any fire blanket and refill any fire extinguisher.
34. Insure his own contents (the Landlord's insurance does not cover Tenant's contents).
35. Ensure that when bringing any furniture or furnishings into the flat they are up to current Fire Regulation Standard (fire retardancy). The Landlord cannot be held responsible for the Tenant's furniture or furnishings.
36. Keep kitchens and bathrooms ventilated as necessary to avoid problems of condensation, mildew or smells. Dry washing in a tumble dryer (where provided). If not available, the room must be heated and aired. Curtains should be opened daily to help reduce condensation. Extractor fans must not be disabled by switching off isolator switches (where fitted).
37. Not store or permit or allow to be stored or keep in or upon the Premises or any part thereof any gas oil or paraffin heater or store any other fuel burning appliance or any combustible fuel of any kind.
38. Not take up occupation before 15:00 hours on the first day of the Tenancy and to vacate by 10:00 hours on the last day of Tenancy. To pay a charge of £30 for every room not wholly vacated by this time on the day of departure.
39. Should unnecessary callouts be made to our maintenance contractor or other company/contractor, a fee of £50 will be charged. (costs for some third party contractors such as locksmiths, gas engineers etc. will vary) List includes, locking yourself out, changing light bulbs, flipping mcb board switches (mcb = miniature circuit breakers i.e. trip switches on your fuse board), switching on fuse spur switches, unblocking washing machines with Tenants items; please ensure you empty your pockets so no coins, lighters etc. can block the washing machine pump/filter, unnecessary toilet blockages, emptying your vacuum cleaner (if provided by landlord) or similar 'user error' faults. Tenants must ensure no items other than clothing be placed in washing machines (no trainers/football boots or similar), Nothing other than toilet roll to be disposed of in the toilet; no makeup/cleaning wipes etc. these are not suitable to be disposed of in the toilet.

40. Should a Tenant wish to withdraw from the agreement at any time they must find a replacement Tenant, otherwise they are liable for their share of the rent for the remainder of the tenancy. **No changes can be made to the tenancy agreement if the remaining term of the tenancy agreement is 6 months or less.** All remaining tenants must be in agreement with the replacement tenant. An administrative fee of £120.00 will be charged to the tenant wishing to break the agreement.
41. Not smoke in the property. Smoking is not permitted within the property. The Tenant agrees that neither they nor their guests will smoke tobacco or any other substance inside the property. This includes not smoking leaning out of windows, hatches or using fire escapes or fire doors. If there is evidence either during or at the end of the tenancy that The Tenant or their guests have smoked within the property The Landlord reserves the right to charge in full for the cost of the cleaning of all carpets, all hard and soft furnishings, redecoration of all areas that have been affected by tobacco or other smoke. If there are any cigarette burns in the carpets or hard or soft furnishings the cost of replacement will be charged in full
42. Show potential Tenants round the property. Tenants' telephone details and/or email addresses will be given to vetted prospective new Tenants.
43. Keep the property clean at all times. The Landlord/agency reserves the right to send in cleaners if deemed necessary. The cost to be paid by the Tenants.
44. Not climb out of any window or onto any balcony or onto any roof (to include flat roofs). **THIS IS EXTREMELY DANGEROUS** and can result in expensive damage. Not to throw any items out of the windows.
45. Tenants are not permitted to do any type of cooking or utilise cooking equipment in their bedrooms.
46. The use of candles or tea lights is not permitted.
47. Communal Areas – the tenant shall take reasonable care to keep the common entrances, halls, stairways, passageways & other common parts in reasonable order and fit for use by the tenant & other occupiers & visitors to the Property. These areas are to be kept clear of hazards & obstructions; the tenant shall not store bikes in the communal areas or inside the property.

Inventory and moving in arrangements

We endeavour to ensure that all properties are handed over in a clean/tidy condition at the start of tenancy. However, please be aware that in most cases previous tenants may only have vacated on 30th June and therefore tenants wishing to move in on or around the 1st July may have cleaning and necessary maintenance being carried out around them for several days following the tenancy start date. Please notify us immediately if the property is not in a clean condition as we would be unable to address this issue after you have moved in.

FURNITURE

If the letting includes the use of furniture and effects, the Tenant will:

- 1) Not damage or remove from the Premises any of the furniture and effects and make good all damages and breakages to the furniture and effects, which may occur during the Term.
- 2) Leave the furniture and effects in the same position (same room) as they were in at the commencement of the Term.

LANDLORD'S OBLIGATION

The Landlord agrees:

- 1) That the Tenant paying the rent hereby reserved and performing and observing the various agreements on his part contained herein shall peaceably hold and enjoy the Premises during the Tenancy without any interruption by the Landlord or any person claiming under or in trust for him.
- 2) The Landlord to carry out all repairs, the liability for which is determined by Sections 11 to 16 of the Landlord and Tenant Act 1985, amended by section 116 of the Housing Act 1988.
- 3) To keep in repair the structure, main walls, timbers, roof and exterior of the Premises and comply with obligations under Section 32 of the Housing Act 1961.
- 4) To pay and keep the Tenant indemnified against payment of all rates taxes services and maintenance charges assessments impositions and outgoings payable in respect of the Premises during the Tenancy other than such as shall be payable by the Tenant under the terms hereof.
- 5) To pay the rent reserved by the Head lease (if any) and observe and perform the terms and conditions thereof so far as is not the Tenant's responsibility to do so pursuant of the terms hereof.
- 6) To insure or cause to be insured the Premises and the said furniture and effects with a reputable company and keep the same insured during the period of the Tenancy against loss or damage by fire and other insurable comprehensive risks.
- 7) That in the event of the Premises or any part or contents thereof being damaged by fire or tempest or any other cause through no fault or negligence on the part of the Tenant so as to be unfit for occupation or use then the said rent shall be suspended or returned until the Premises and furniture or other items as the case may require shall again be fit for occupation and use.
- 8) West of England Code of Good Management Practice recommends the following maintenance timescales once a fault has been reported. The Landlord/agency will keep as far as practicable to the timescale guide.
Emergency repairs – 24 hours (affecting health or safety e.g. major electrical fault, gas or serious escape of water.)
Urgent repairs – 5 working days (affecting material comfort e.g. hot water, heating, fridge failure, and serious roof leak)
Other non-urgent repairs – 20 working days.
- 9) To keep in repair and proper working order the installation contained in the Premises for the supply of water gas and electricity. Provided that this Agreement shall not be construed as requiring the Landlord to carry out works for which the Tenant is liable by virtue of his duty to use the Premises and the furniture and effects in a Tenant-like manner.

Forfeiture and Interest on Payments in Arrears

1. Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 7 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.
2. Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 5% above the prevailing base rate of the Bank of England.

SPECIAL TENANCY CONDITIONS

Deposit Deductions can be made for the following:

- I) Any cleaning charges required to bring the property to the same standard as on commencement of the tenancy.
- II) Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant 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 repairs that are the responsibility of the Landlord.
- III) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- IV) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the Tenant is liable.
- V) Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

The following is **an indication** (although not exhaustive) of the deductions that will be made should any of the clauses in the Agreement be contravened and for damage deductions, etc. at the end of the Tenancy:-

- Redecorating room £200
- Replacement lock £100
- Room not vacated at end of tenancy £30
- Keys returned late at end of tenancy £20 per key
- Replacement key £20
- Deep Cleaning of property when animal been kept
Or smoking taken place £100 minimum
- Hourly rate for cleaner £18.00 – 20.00 + VAT
- Leaving property before end of tenancy £120.00 * see clause 39
- Tenant Fixing lock to door £50.00 (minimum)
- Unnecessary Call out fee £25.00 - £50.00 for landlords maintenance man – 3rd party
Contractors (i.e. Gas engineer) charges will vary
- Letters/emails written when complaint received £10 first letter/email, £50 subsequent ones
- Bounced cheque or **rent not paid on time (if rent is overdue by 7 days or longer)** £50
- Damage to furniture or carpets £30.00 minimum
- Blu tac on walls, holes left by hooks etc. £30.00 minimum

- VI) The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- VII) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- VIII) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.