

Assured Shorthold Tenancy Agreement

For letting furnished Residential Accommodation under Part1 of the Housing Act 1988



Date contract issued: [DATE HERE]

Contract number: 001

This Agreement is made between the Landlord and the Tenant(s)

Landlord: [LANDLORD NAME]	C/O Agent: Student Facility Management Ltd (SFM LTD)
Tenant 1: [TENANT NAME]	[TENANT ADDRESS]
Number of Tenants to reside at the Premises forming this Agreement 1	
Landlord's Agent: Student Facility Management Ltd	5-7 Mill Fold, Mill Fold Way, Ripponden, West Yorks. HX6 4DJ

Terms & Conditions of Agreement

1. Definitions

- 1.1 "Agent" means the person or company responsible for letting or managing the Premises on behalf of the Landlord and who is authorised to execute this Agreement on the Landlord's behalf.
- 1.2 "Agreement" means this tenancy agreement, which for the avoidance of doubt includes the handbook.
- 1.3 "Building" means Royal Riverside, Priestley Street/Charlotte Road, Sheffield, S2 4DD
- 1.4 "Communal Areas" includes entrance halls, stairs, laundry, internet café, lifts and any other areas which are intended for the benefit of all tenants of the Building.
- 1.5 "Deposit" means the sum payable by the Tenant to the Agent
- 1.6 "End Date" means the date the Tenant should vacate the Premises as set out in Clause 2.2 to this Agreement.
- 1.7 "Fair Use Policies" means the fair use policies in relation to the consumption of Utilities at the Premises as notified to the Tenant from time to time
- 1.8 "Furniture and Effects" means the fixtures, fittings and contents in the Premises or Communal areas and which are referred to in the Inventory.
- 1.9 "Handbook" means the "Student Handbook" provided to the Tenant on or before the date of this Agreement the contents of which form part of the Agreement.
- 1.10 "HA 1988" means the Housing Act 1988.
- 1.11 "Head Landlord" means the owner of the Building
- 1.12 "Insured Risks" means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
- 1.13 "Inventory" means the inventory of Furniture and Effects and includes a Communal Inventory for which the first tenant to enter the Premises receives and must return and a Room Inventory for which each tenant receives and must return.
- 1.14 "Landlord" means the Landlord named above, their successors in title and superior Landlord.
- 1.15 "Management Company" means Royal Riverside Management (SHF) Limited, Company number 10506040.
- 1.16 "Maximum Number of Occupiers" means 1 where the Tenant comprises one person and 2 where the Tenant comprises two people.
- 1.17 "Premises" means a studio apartment within Royal Riverside, Priestley Street/Charlotte Road, Sheffield, S2 4DD and also includes any part or parts of the studio or external terraces which can be accessed from the studio.
- 1.18 "Regulations" means the regulations at clause 17
- 1.19 "Relevant Person" means person who paid the deposit or any part of it on behalf of a tenant.
- 1.20 "Rent" means the sums due as set out Clause 3.1 of this Agreement and any other payment due from the Tenant to the Landlord under this Agreement
- 1.21 "Rent Payment Date" means the dates as set out in Clause 3.3 of this Agreement.
- 1.22 "Reservation" means any payment due from the Tenant to reserve the Premises for themselves over the 6/8 week period between July-September in any given year.
- 1.23 "Service Media" means pipes, wires, cables, drains, conduits and other similar items for the passage of Utilities.
- 1.24 "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
- 1.25 "Start Date" means the start of the tenancy.
- 1.26 "Term" means the period of the tenancy as set out in Clause 2.2 of this Agreement.
- 1.27 "Utilities" means gas, electricity, water, foul and surface water drainage, telecommunications and data
- 1.28 "Utility Charge" means any payment due from the Tenant to pay for electricity, water consumption, telephone, television, data and lounge TV Licence (this does not include TV licences for one bedroom apartments).
- 1.29 "Working Days" means any day which is not a Saturday, Sunday, a bank holiday or a public holiday in England

Where any words in the Agreement are singular, they shall be construed as importing the plural as vice versa. "He" can also mean "she".

Where the Landlord or the Tenant comprises more than one person, the obligations and liabilities of that party under the Agreement shall be joint and several obligations and liabilities of those persons.

2 Grant of the Tenancy

- 2.1 The Landlord agrees to let the Premises to the Tenant for the Term together with the Furniture and Effects in accordance with the terms of this Agreement and the Handbook.
- 2.2 The Landlord agrees to let and the Tenant agrees to take a tenancy of a studio apartment ("the Premises") within Royal Riverside, Priestley Street/Charlotte Road, Sheffield, S2 4DD commencing on xth September 2018 and expiring at 12 noon on xth August 2019 for 50 week contracts ("the Term") or at 12 noon on xth August 2019 for 51 week contracts("the Term") [delete as applicable].
- 2.3 The Tenant accepts the studio apartment and other communal facilities within Royal Riverside have been handed over in a clean and tenable condition.
- 2.4 The Tenant agrees to keep the studio apartment and other communal facilities within Royal Riverside in the same condition to the satisfaction of the Landlord.
- 2.5 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.6 On signing this Agreement, the Tenant and Landlord are bound by its terms for the whole of the Term and the Tenant's and Landlord's obligations contained therein. Should the Tenant fail to take possession of the Premises at the commencement of the Term, or fail to notify the Agent in advance (in writing) in accordance with the Agents Cancellation Policy, the Tenant will remain liable for the total rent for the entirety of the Term.

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3 Rent

- 3.1 The Tenant shall pay to the Landlord £XXX.XX ("Rent") for the Term in accordance with the Rent Payment Dates provided within Clause 3.3 of this Agreement.
- 3.2 The Rent shall include normal residential use of electricity, gas, water, sewerage utility services and internet. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such service.
- 3.3 The Rent is payable
- 3.3.1 in advance, in one lump sum payable on the 3 August 2018.
- 3.3.2 by four instalments, payable as follows over 51 weeks: (1) 3 August 2018; (2) 21 September 2018, (3) 4 January 2019; and (4) 5 April 2019.
- 3.4 The Tenant shall not reduce any payment of rent by making any deduction from it or by setting any sum off against it for any reason.
- 3.5 The Tenant shall pay to the Landlord the Rent in accordance with clause 3 of the Agreement, which for the avoidance of doubt is to be paid in advance on or before the Rent Payment Dates set out above, by bank transfer
- 3.6 In respect of unpaid rent the Tenant's liability is limited to the amount (plus interest) set out in clause 3.1 of this agreement.
- 3.7 Payment of the Reservation does not give the Tenant any right to take up occupation or store any of their belongings in the Premises until the commencement of the Term unless full Rent is paid for that period.
- 3.8 The Tenant shall pay interest at the rate of 4% per annum above the Bank of England base rate on any Rent lawfully due that is paid more than 7 days after the date on which it became due. The interest will be payable from the date the Rent should have been paid until the date the Rent is actually paid and received in cleared funds.
- 3.9 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Premises.
- 3.10 If the Premises is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Premises is fit for occupation and use.

4 Confirmation of identity

- 4.1 On or before the Tenant taking occupation of the studio apartment the Tenant must provide to the Landlord (or Agent) as notified to the Tenant:
- 4.1.1 either
- (i) a letter from their University confirming that they are a student in full time education and the name, start and end dates of their course; or
- (ii) a valid and current student identity card with a start and an expiry date; and
- 4.1.2 a form of photo identification being either a student identity card referred to in paragraph (a)(ii) above provided it contains a photo or a current passport or driving licence.
- 4.2 Comply with Right to Rent regulations and supply any required documents as requested by the Landlord (or Agent).

Tenant Obligations

5 Use of the Premises

- 5.1 The Tenant shall only use the Premises as a private dwelling house for student accommodation for full time students for the use of the Tenant.
- 5.2 The Tenant shall not use the Premises for the purposes of conducting a business.
- 5.3 The Tenant shall complete and return the Room Inventory provided at the start of the tenancy within 24 hours of entering the premises. Failure to return the inventory within the said time scale will entitle the Landlord/Landlord's agent to assume that the Tenant/Guarantor is in complete agreement with the condition of the Premises and that no other defects are present other than those already noted by the Landlord/Landlord's agent on the Inventory.
- 5.4 The Tenant will comply with all obligations and restrictions contained within the Handbook.
- 5.5 The Tenant shall not keep any pets or any other animals (including fish or reptiles or birds) on or in the Premises.
- 5.6 The Tenant shall not allow visitors or anyone to remain in the Studio Apartment overnight unless (1) the Landlord's or Agent's consent to the visitor remaining in the Studio Apartment overnight has been obtained (such consent not to be unreasonably withheld or delayed); (2) no overcrowding occurs; (3) the other occupiers of the Studio Apartment do not raise any objection; and (4) the Tenant agrees to use its best endeavours to ensure that any visitor or visitors complies with Clause 5 and 7 of this Agreement. For the avoidance of doubt Clause 5 applies to any children or dependents and other family members of the Tenant.
- 5.7 The Tenant shall not do or allow to be done by his/her visitors to the Premises anything to or on the Premises that:
- 5.7.1 causes a nuisance or annoyance to anyone living in the Premises or to any Tenant, Agent, Employee, or Contractor of the landlord or Agent.
- 5.7.2 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent Premises, or the owners or occupiers of them;
- 5.7.3 involves using the Premises for immoral or illegal purposes;
- 5.7.4 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 9.2. To make good to the Landlord all loss or damage sustained by the Landlord as a result of any breach of this provision.
- 5.7.5 The Tenant will not smoke or cause or allow members of his/her household or visitors to smoke in the Premises or in the Communal Areas other than in management designated areas.
- 5.8 The Tenant will not:
- 5.8.1 play music, sing or dance so loudly that it can be heard outside of the Premises or causes nuisance to other Tenants. If the Landlord or Agent receives complaints concerning loud music, the Landlord or Agent will issue a warning to the Tenant. If the Tenant continues to play loud music, the Landlord or Agent may confiscate offender's music equipment until the end of the Term.
- 5.8.2 hang or allow to be hung any clothes or other articles on the outside of the Premises.
- 5.8.3 use, store or bring upon the Premises any articles or substances which may be offensive, illegal or of a specially combustible, inflammable or dangerous nature. For the avoidance of doubt the Tenant is not to store or use hashish pipes on the Premises.
- 5.8.4 use, keep or store any deep fat fryer, portable electric heaters, rice steamers, extra fridges, microwaves, oil heater or other fuel-burning appliance (including candles).
- 5.8.5 use barbeques or play ball games in the Communal Areas.
- 5.8.6 erect any TV aerial or satellite dish on the exterior of the Premises.
- 5.8.7 Leave any bicycle, pushchair or any other item in the Communal Areas and Hallways or obstruct them in any way.
- 5.9 The Tenant will clean or replace as required any filters, dust collection bags or similar that are part of the Furniture and Effects and which are designed to be easily replaced or cleaned (for example kitchen extraction filters and vacuum cleaner bags).
- 5.10 The Tenant will comply with the Regulations as set out in Clause 17.
- 5.11 The Tenant shall send the Agent a copy of any notice or other communication affecting the Premises within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

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6 Assignment , Subletting, Occupation

- 6.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Premises without the prior written consent of the Landlord.
 - 6.2 The Tenant shall not to permit anyone else to occupy or reside in the Premises and for the avoidance of doubt, shall not permit the Maximum Number of Occupiers to be exceeded.
 - 6.3 The Tenant will not be released from this Agreement before the end of the Term. However if the Tenant finds a replacement tenant for the remaining balance of the term and:
 - 6.3.1 the tenant is not in arrears of any payments due under this Agreement; and
 - 6.3.2 the replacement tenant is approved by the Landlord; and
 - 6.3.3 the replacement tenant signs a Agreement, which includes provision of a guarantor; and
 - 6.3.4 the Tenant pays a £100 administration charge
- The Tenant will thereafter be released from this Agreement.

7 Repairs and Alterations

- 7.1 The Tenant shall keep the interior of the Premises clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) as detailed in the Inventory and Handbook.
- 7.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 7.3 The Tenant shall not tamper with the window locks or fasteners.
- 7.4 The Tenant shall promptly replace and pay for all broken glass at the Premises where the Tenant, his family or visitors cause the breakage.
- 7.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Premises. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 9.5.
- 7.6 The Tenant shall not make any alteration, addition, or redecorate the Premises. The tenant shall use the pin boards provided (if any) and not stick glue, nail or screw or exhibit any item whatsoever to the interior or exterior of the Premises.
- 7.7 To keep the Furniture and Effects in good repair and replace with the articles of similar value and kind any articles which may be damaged (otherwise than by reasonable use and wear).
- 7.8 Not to damage the Premises or permit or suffer them to be damaged internally or externally.
- 7.9 To keep all electrical and other working apparatus in good working order and operate any appliances owned by the Landlord in accordance with the manufacturers instructions.
- 7.10 At the Tenant's cost to replace all the expired light bulbs in the Premises (excludes Communal Areas).
- 7.11 To report to the Agent in writing as soon as possible any disrepair or defect to the Premises or Communal areas.
- 7.12 To permit the Landlord and/or the Agent (with or without workmen and others) at all reasonable times during the Term to enter the Premises for the purpose of carrying out viewings, inspections, and the carrying out of repairs and all other reasonable purposes in connection with the Premises and/or the Building.
- 7.13 To move to alternative accommodation to enable the Landlord or any authorised person to carry out repair works upon the Tenant being given at least 24 hours notice, except in the case of emergency.
- 7.14 To pay a fair and reasonable proportion determined by the Landlord of costs incurred by the Landlord in making good damage to the Premises, Communal Areas and/or replacing any furniture and effects damaged therein.
- 7.15 Any damage to a room shall be deemed to have been caused by the occupier of that room and the cost of remedying the damage will be limited to the tenant occupying the room (unless there is definitive evidence to the contrary).
- 7.16 The Tenant will pay for any damage, maintenance or repair to any smoke detector, fire extinguisher, fire alarm, emergency break glass and/or fire blanket in the Premises or Communal Areas.
- 7.17 Any damage to the Communal Areas shall be deemed to have been caused by all those tenants who generally use the Communal Areas in question, unless there is evidence to the contrary the cost of remedying any such damage shall be apportioned accordingly, such apportionment will be at the Agent's discretion.
- 7.18 Not to keep or deposit any rubbish at or in the Building except suitably wrapped and sealed and placed in a dustbin in the refuse area designated from time to time within the Building.
- 7.19 To leave the Premises, furniture and effects, clean, tidy and in the rooms or places where they were at the commencement of the Term.
- 7.20 To insure the Tenant's personal belongings (if insurance is not already in place).
- 7.21 The Tenant will pay for any damage, maintenance or repair of any of the matters referred to in clauses 7.1 -7.22 within 7 days of receiving an invoice for such damage, maintenance or repair from the Agent..
- 7.22 To pay any excess on the Landlord's insurance if the claim results from negligence, misuse or failure to act reasonably by the Tenant or any of his/her visitors.

8 Utilities and Outgoings

- 8.1 The Utility Charge is inclusive of the Rent due in Clause 3.2.
- 8.2 The Utility Charge is inclusive of electricity, water consumption, drainage, television connection, and broadband access. If the Tenant breaches the Fair Use Policies or the Supplier increases its charges, the Landlord reserves the right to recover the relevant amounts from the Tenant and/or their Guarantor by imposing a surcharge. The rates of the additional charges will be specified in the Fair Use Policies.
- 8.3 Subject to clause 8.1 and 8.2 the Tenant shall pay all charges for electricity, water and sewerage services, telephone, cable or satellite television (in each case to the extent the Premises has these) used by the Tenant at the Premises.
- 8.4 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 8.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 8.6 If any of the costs in this clause are payable jointly by the tenants living in the Premises, the Tenant shall pay a fair proportion of those costs, such costs to be apportioned at the Agent's discretion.
- 8.7 The Tenant shall hold a current Council Tax exemption certificate and produce it to the Landlord and/or their Agent within 7 days of taking the tenancy.
- 8.8 The Tenant and/or Guarantor agrees to reimburse any Council Tax charged to the Landlord for the apartment as a result of the Tenant's failure to comply with clause 8.8 or as a result of the Tenant not having exempt status for Council Tax purposes.
- 8.9 The Tenant shall obtain a television licence at his or her own cost for any television used in the Premises.

9. Landlord's Obligations

- 9.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Premises.
- 9.2 The Landlord shall insure the Premises and Furniture and Effects for their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions.
- 9.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 9.4 The Landlord shall allow the Tenant quiet enjoyment of the Premises without undue or excessive interruption by the Landlord.

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- 9.5 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord shall:
- 9.5.1 keep in repair the structure and exterior of the Premises (including drains, external pipes, gutters and external windows);
 - 9.5.2 keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 9.5.3 keep in repair and proper working order the installations in the Premises for space heating and heating water.
- 9.6 The Landlord shall not be required to:
- 9.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this Tenancy Agreement; or
 - 9.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.
- 9.7 The Landlord and/or the Agent (with or without workmen and others) shall provide at least 24 hours written notice to request and gain access at all reasonable times during the Term to enter the Premises for viewing, inspecting, repairing and maintaining the Premises, except in the case of emergency.
- 9.8 If during the Term the Premises is damaged to such an extent (subject to clause 9.3) that it is not fit for habitation, the Landlord will provide alternative accommodation for the Tenant for the remainder of the Term. Provided that the alternative accommodation is reasonably equivalent to the Premises, the Tenant as soon as is practical will move to the alternative accommodation and the terms of this Agreement will apply between the Landlord and the Tenant as regards the alternative accommodation.

10. Penalties for Late Payment of Rent and Other Fines.

- 10.1 To pay interest on any Rent or other sum due under this Agreement which is not paid within 7 days of the day on which payment is due whether formally demanded or not from the date on which the Rent or other sum is due to the date of payment whether before or after any judgment in accordance with clause 3.3.
- 10.2 To pay the sums set out below should any of the following events occur:

Event	Charge
Dishonoured, returned or unpaid cheque issued by the Tenant	£25
The Tenant does not attend a pre-arranged inspection of the Premises and does not cancel the inspection by telephone or in writing.	£20
Tenant fails to return the Inventory within the time period specified in clause 5.3	£15
Tenant loses or damages a key fob	£15
Tenant loses or damages a door key to the Premises	£25
Tenant loses a post box key.	£10
Tenant loses or damages a window key.	£5
Tenant is in arrears of Rent and the Agent sends a reminder letter	£20
Tenant disconnects or damages a door closures arm on any of the doors in the Premises	£10 on the first occasion, £25 on the second occasion and £50 on the third occasion.
Tenant is not present to allow access to a contractor when an appointment has been agreed or the Tenant refuses the contractor access.	£25
Tenant misuses or damages any fire detection, fire fighting or fire prevention equipment in the Premises or Communal Areas.	The call out charge quoted by the contractor.
Tenant reports a defect that is subsequently found to be a blocked filter which is the Tenant's responsibility to clean or replace.	The maintenance charge
If in the reasonable opinion of the Agent, the shower curtain at the Premises requires replacement at the end of the Term	£15

- 10.3 If the Tenant is in breach of this Tenancy Agreement and the breach is sufficiently serious for the Agent or Landlord to notify the Tenant in writing of the breach, the Tenant will pay £10 for each such letter.

11. At the End of the Tenancy

- 11.1 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with clause 3 and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Premises.
- 11.2 The Landlord is entitled to terminate the tenancy on the last day of the term by service of the 'Landlord's notice of intention to seek possession' not less than 2 months before the end of the fixed term and in accordance with the provisions of the Housing Act (Section 21 of the Housing Act 1988). Such notices shall be deemed sufficiently served as set out in clause 13. For the avoidance of doubt a tenant wishing to stay for a further fixed term shall be required to renew the AST Agreement.
- 11.3 The Landlord or Agent may remove from the Premises or Communal Areas any item left by the Tenant at the end of the Term and shall not accept any implied appointment as bailee. The Landlord or Agent is not obliged to return any item to the Tenant. The Landlord or Agent will use reasonable attempts to contact the Tenant if any item left at the Premises or in the Communal Areas is of obvious value. If the Landlord or Agent is not able to contact the Tenant or if the Tenant does not collect the item within a reasonable time (7 days), the Landlord or Agent may sell the item for the best price reasonably obtainable. The Landlord or Agent may deduct from the sale proceeds the costs of sale and storage of the item and will use its reasonable endeavours to forward on the net balance to the Tenant. If the Tenant asks the Landlord or Agent to forward on an item, the Tenant will pay for the costs of postage or shipment. If the Landlord or Agent cannot contact the Tenant, the Landlord or Agent may sell the item and retain the proceeds of sale.
- 11.4 The Tenant and Guarantor are bound for the whole of the Term and will not be released from any of his/her obligations contained within this Agreement arising before the Term expires notwithstanding expiry of the Term.

12. Default by Tenant

- 12.1 The Landlord reserves the right to re-enter the Premises if:
- 12.1.1 the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - 12.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;
 - 12.1.3 the Tenant has breached the agreement; or
 - 12.1.4 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 12.2 If the Landlord re-enters the Premises pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.

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13 Notices

- 13.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- 13.1.1 sent by first class post to the Landlord's address given in clause 13.5;
 - 13.1.2 left at the Landlord's address given in clause 13.5; or
 - 13.1.3 sent to the Landlord's fax number stated in the Parties clause.
- 13.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- 13.2.1 sent by first class post to the Premises;
 - 13.2.2 left at the Premises; or
 - 13.3 sent to the Tenant's fax number or e-mail address stated in the Parties clause.
- 13.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- 13.1 sent by first class post to the Guarantor's address stated in the Parties clause;
 - 13.2 left at the Guarantor's address stated in the Parties clause; or
 - 13.3 sent to the Guarantor's fax number or e-mail address stated in the Parties clause.
- 13.4 If a notice is given in accordance with clause 13.1, 13.2 or 13.3 it shall be deemed to have been received:
- 13.4.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.4.2 if sent by first-class post, on the second Working Day after posting; or
 - 13.4.3 if sent by fax, at 9.00am on the next Working Day after transmission.
- 13.5 The Landlord's address for service is the Landlord C/O Agent's address shown on page 1 of the Agreement.
- 13.6 Any notice under this Agreement shall be given in writing.
- 13.7 In the event of death of the Tenant (from whatever cause) all liabilities from that Tenant in relation to this Agreement will cease..
- 13.8 The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise disturbance that may occur by the undertaking of any maintenance, repair or alteration work to any part of the building or to any adjoining or neighbouring property. The tenant shall not be entitled to object or claim against the Landlord regarding any variation of light and air to the Premises caused by such works described above or any additions to the Premises or adjacent properties.

14 Summer Reservation Scheme

- 14.1 If a Reservation is paid for the 6/8 weeks between July to September of any given year, the Landlord will retain a room for the Tenant's use and occupation at the commencement of the Term.
- 14.2 Payment of the Reservation does not give the Tenant the right to take up occupation of or store personal belongings in the Premises during the 6/8 week period between July to September of any given year.

15 Payment of Landlord's Costs

The Tenant and Guarantor covenant to pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor, solicitor or Counsel and any value added tax thereon) incurred by the Landlord in or in reasonable contemplation of the proceedings in connection with recovery of arrears of rent or arising from any breach of the Tenant's obligations during the Term of this Agreement.

16 Insurance

The Landlord has no obligation to insure the Tenant's personal belongings. The Tenant should consider taking out appropriate personal insurance if planning to bring valuable items to the Premises. The Agent may offer 'Student Contents Insurance', as part of the booking package and the tenant must satisfy themselves that their possessions are adequately insured either through the Agent or secure their own insurance cover independently. For the avoidance of doubt, tenant's personal belongings are *not* covered under this Agreement.

17 Regulations

The Tenant shall comply with the following regulations:-

- 17.1 Not to hold any political meeting or sale by auction at the Premises.
- 17.2 Not to overload any structural part of the Building nor any Service Media at or serving the Premises or the Building.
- 17.2 Not to do anything which may lessen the support or protection given by the Premises to other parts of the Building.
- 17.4 Not to stop up, darken or obstruct any windows at the Premises or Building or do anything else which may obstruct the flow of light or air to the Premises or any other part of the Building.
- 17.5 Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Premises.
- 17.6 Not to live in the Premises unless all floors (other than in the kitchen and bathroom) are covered in good quality floor coverings (including underlay) approved by the Landlord.
- 17.7 Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Premises or in any window so as to be seen from the outside.
- 17.8 Not to place any "For Sale" or "To Let" sign on the Building.
- 17.9 Not to play or loiter in the Communal Areas or make any avoidable noise on the Communal Areas between the hours of 11pm and 7am.
- 17.10 To comply with all variations of these Regulations and all other reasonable regulations made by the Head Landlord the Management Company or their respective agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:
 - 17.10.1 the use of the Communal Areas;
 - 17.10.2 the management of the Building and the welfare of its occupants; and
 - 17.10.3 the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.

18 The Tenancy Deposit

- 18.1 The Deposit of £150 is paid by the Tenant to the Landlord/Agent on or before the commencement of the term.
- 18.2 The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- 18.3 Any interest earned will belong to the agent.
- 18.4 The Deposit has been taken for the following purposes
- 18.4.1 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.

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- 18.4.2 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.
- 18.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar service or Council Tax incurred at the premises for which the tenant is liable.
- 18.4.4 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.
- 18.5 Joint tenant consent to adjudication:
There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

19 Guarantee and Indemnity

- 19.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent reserved by this Tenancy Agreement and that the Tenant will observe and perform the tenant obligations set out in this Tenancy Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant obligations, the Guarantor shall pay or observe and perform them.
- 19.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent due under this Tenancy Agreement or any failure by the Tenant to observe or perform any of the tenant obligations of this agreement.
- 19.3 In respect of unpaid rent the Guarantor's liability is limited to the amounts set out in Clause 3 plus interest in accordance with Clause 4 of this Agreement.
- 19.4 The liability of the Guarantor under clauses 19.1 and 19.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant obligations of this agreement.
- 19.5 The Guarantor will pay the Landlord all losses, damages, costs and expenses suffered or incurred by the Landlord through non-compliance by the Tenant with their obligations in this Agreement.
- 19.6 The liability of the Guarantor shall not be affected by:
- 19.6.1 any time or indulgence granted by the Landlord to the Tenant;
- 19.6.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant obligations of this agreement or in making any demand in respect of them; or
- 19.6.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant obligations of this agreement.

20 Data Protection

- 20.1 The parties hereto shall comply with their respective obligations under the Data Protection Act 1998 (including any amendments from time to time) ("the Act")
- 20.2 The parties agree to be bound by the Data Protection Policy Statement set out at the end of this agreement as amended and updated from time to time by the Landlord in compliance with the Act

21. Declaration

- In signing this Agreement and taking entry to the studio apartment, the Tenant:
- 21.1 confirms that it has made full and true disclosure of all information sought by the Landlord in connection with this Agreement;
- 21.2 confirms that it has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to enter into this Agreement; and
- 21.3 confirms that they are a student registered with the University or will be at the commencement of the Agreement (unless otherwise agreed by the Landlord (or Agent), notwithstanding confirmation of status to be confirmed in writing prior to occupation).
- 21.4 confirms that they have received:
- 21.4.1 Energy Performance Certificate
- 21.4.1 'How to Rent' Booklet
- 21.4.2 Tenancy Deposit Scheme Prescribed Information
- 21.4.3 'What is the Tenancy Deposit Scheme' Information leaflet
- 21.5 acknowledges that:
- 21.5.1 this Agreement is legally binding and by signing it, it is entering into a legally binding agreement;
- 21.5.2 it has taken legal advice on the terms of this Agreement or has been advised to do so but has declined to do so.

22 Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and has been entered into on the date stated at the beginning of it.

This Tenancy Agreement is a legally binding document, please ensure that if you do not understand your legal rights you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor has read, understands and agrees to be bound by its terms and should satisfy himself/herself that this is indeed the case before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Tenancy Period and will not be released from any of his/her obligations contained within this Agreement until the Tenancy Period expires.

Please sign below:

Signed by the Tenant

Signature	Name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signed on behalf of the Landlord (The Agent)

Signature	Name	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

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For letting furnished Residential Accommodation under Part1 of the Housing Act 1988



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Data Protection Policy Statement

In signing the Agreement, the Tenant provides his/her consent that the Landlord may disclose information in relation to the Tenant's occupation pursuant to this Agreement in the following circumstances and/or to the following people

1. To the Tenant's university or college and/or parent/guardian where a breach of this Agreement has occurred in order to assist with the smooth running of Royal Riverside and to minimise any distress or inconvenience to the Tenant or otherwise from incidents of neighbourhood nuisance. Details of the information to be disclosed are available on written request from the Operations Manager, Royal Riverside, Priestley Street/Charlotte Road, Sheffield, S2 4DD 2. to any member of the Landlords' group of companies (which means its subsidiaries, its ultimate holding company and its subsidiaries),
3. to third parties in the event that the Landlord sells or buys any business or assets, in which case the Landlord may disclose personal data it holds to the prospective seller or buyer of such business or assets. If the Landlord's assets (or a substantial proportion of them) are acquired by a third party, then personal data it holds will be one of the transferred assets.
4. if the Landlord is under a duty to disclose or share the Tenants' personal data in order to comply with any legal obligation, or in order to enforce or apply any contract with the data subject or other agreements; or to protect the Landlord's rights, property, or safety of its employees, tenants, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
5. to the Tenant's parent/guardian where the parent/guardian is concerned about the Tenant's wellbeing or whereabouts.

The Landlord will, in disclosing such information, ensure that there is no infringement of the Tenant's rights under the Act including (without limitation) the data protection principles set out in Schedule 1 of the Act. The Act gives the Tenant the right to access information held about him/her this right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet the Landlord's costs in providing details of the information it hold about you.