

Assured Shorthold Tenancy Agreement

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



Landlord: {LANDLORD NAME}	Landlord's Address: c/o Student Facility Management Ltd (address below)
Landlord's Agent: Student Facility Management Ltd	Agent's Address: 5-7 Mill Fold, Mill Fold Way, Ripponden, West Yorks, HX6 4DJ
Tenant 1: {TENANT 1 FULL NAME}	Tenant 1's Address: {TENANT 1'S ADDRESS}
Tenant 2:	Tenant 2's Address:
Guarantor 1:{GUARANTOR 1 FULL NAME IF APPLICABLE}	Guarantor 1's Address: {GUARANTOR 1'S ADDRESS IF APPLICABLE}
Guarantor 2:	Guarantor 2's Address:

The Landlord, the Tenant(s) and (if any) the Guarantor named above agree as follows:

Specific Terms & Conditions

Premises:	Studio {ROOM NUMBER} in the Building																																								
Building:	{ADDRESS OF THE BUILDING}																																								
Start Date:	{START DATE}																																								
End Date:	{END DATE}																																								
Deposit	£{DEPOSIT AMOUNT} must be paid on or before																																								
Rent:	£{TOTAL RENT} for the Term (equivalent to a weekly rent of £{WEEKLY RENT})																																								
Rent Instalments and Payment Dates	<table><thead><tr><th>Due Date</th><th>Amount Due (£)</th></tr></thead><tbody><tr><td>{DUE DATE}</td><td>{AMOUNT DUE}</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></tbody></table>	Due Date	Amount Due (£)	{DUE DATE}	{AMOUNT DUE}																					<table><tr><td colspan="2">Bank Account Details for Deposit & Rent Instalment:</td></tr><tr><td>Account Name</td><td>{ACCOUNT NAME}</td></tr><tr><td>Bank</td><td>{BANK}</td></tr><tr><td>Account Number</td><td>{ACCOUNT NUMBER}</td></tr><tr><td>Sort Code</td><td>{SORT CODE}</td></tr><tr><td>IBAN</td><td>{IBAN}</td></tr><tr><td>Swift</td><td>{SWIFT}</td></tr></table> <p>Please use the payment reference {PAYMENT REFERENCE} every time you make a Bank Transfer for rent payment and deposit.</p>		Bank Account Details for Deposit & Rent Instalment:		Account Name	{ACCOUNT NAME}	Bank	{BANK}	Account Number	{ACCOUNT NUMBER}	Sort Code	{SORT CODE}	IBAN	{IBAN}	Swift	{SWIFT}
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General Terms & Conditions

1. Definitions

- 1.1 "Agent" means the person or company named above as Landlord's Agent, who is responsible for letting or managing the Premises on behalf of the Landlord and who is authorised to enter into this agreement on the Landlord's behalf.
- 1.2 "Building" means {ADDRESS OF THE BUILDING} and each and every part of it (including any outdoor grounds serving the Building)
- 1.3 "Communal Areas" means areas of the Building which are not let or intended to be let to a tenant, including (as applicable to the Building) entrance halls, stairs, laundry, internet café, lifts and grounds.
- 1.4 "Contents" means the fixtures, fittings furniture and other contents provided by the Landlord in the Building.
- 1.5 "Deposit" means the sum payable by the Tenant to the Agent to be held as security for the performance of the Tenant's obligations and the discharge of the Tenant's liabilities arising under or in connection with the tenancy that is the subject of this agreement.
- 1.6 "End Date" means the date the Tenant should vacate the Premises as set out in the Specific Terms and Conditions.

This Tenancy Agreement is a legally binding document. If you are in any doubt about your legal rights or obligations, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor agrees to be bound by the terms and conditions of this agreement. It is the signatory's responsibility to make sure they are prepared to make this commitment before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement. Please sign below:

Tenant 1 Sign:	Tenant 2 Sign:	Agent Sign:
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- 1.7 “Fair Use Policies” means the fair use policies in relation to the consumption of Utilities at the Premises made available to the Tenant on or before the date of this agreement, the contents of which (if so made available) form part of this agreement.
- 1.8 “Handbook” means the “Student Handbook” provided to the Tenant on or before the date of this agreement the contents of which form part of this agreement.
- 1.9 “HA 1988” means the Housing Act 1988 (as amended).
- 1.10 “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.
- 1.11 “Inventory” means the inventory of Contents provided by the Landlord to the Tenant at the start of the tenancy.
- 1.12 “Landlord” means the Landlord named above, and includes their successors in title and any superior landlord.
- 1.13 “Payment Date” means the date(s) specified in the Special Terms and Conditions.
- 1.14 “Premises” means the premises which the Tenant will be permitted to occupy, as described in the Special Terms and Conditions. A reference to the Premises includes each and every part of the Premises internally and external terraces which are intended to be accessed directly from them, as well as any Contents in the Premises.
- 1.15 “Relevant Person” means a person or organisation who paid the Deposit or any part of it on behalf of the Tenant.
- 1.16 “Rent” means the rent referred to in the Special Terms and Conditions of this agreement.
- 1.17 “Service Media” means pipes, wires, cables, drains, conduits and other similar items for the passage of Utilities.
- 1.18 “Start Date” means the start of the tenancy.
- 1.19 “Tenant” means the person(s) named above as tenant and, if more than one, each of them. If more than one tenant is named above, each of them is liable for all the obligations in this agreement and the Landlord has no obligation to apportion liability among them.
- 1.20 “Term” means the period beginning on the Start Date and ending on the End Date.
- 1.21 “Utilities” means gas, electricity, water, foul and surface water drainage, air, telecommunications and data.
- 1.22 “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 and the Tenant agrees to take a tenancy of the Premises for the Term commencing on the Start Date and expiring on the End Date.
- 2.2 The tenancy includes the right to use the Communal Areas and Contents designated by the Agent for use by the occupier of the Premises.
- 2.3 This agreement incorporates the Handbook (and, if applicable, Fair Use Policies). The tenancy shall be on the terms set out in this agreement and in the Handbook (and, if applicable, Fair Use Policies). Fair Use Policies will only apply if they have been made available to the Tenant on or before the date of this agreement.
- 2.4 The Premises and their Contents will be handed to the Tenant in a clean and tenantable condition at the start of the Term.
- 2.5 The Tenant agrees to hand back the Premises and their Contents in the same clean and tenantable condition at the end of the tenancy (allowing for fair wear and tear).
- 2.6 This agreement is for an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.7 This agreement is for a fixed-term tenancy. **The Tenant is liable to pay the Rent throughout the Term**, whether the Tenant is in occupation or not, unless this agreement is terminated in accordance with clause 9 of this agreement or in accordance with the Agent’s cancellation policy.

3 Guarantee and Indemnity

- 3.1 Where permitted, studio apartments may be occupied by one or two persons. If more than one Guarantor is named in an agreement for a studio apartment, each Guarantor will be liable to pay:
- 3.1.1 up to one half of the Rent;
- 3.1.2 the whole of any damages (compensation) payable by the Tenants for breach of the Tenants’ obligations in this agreement (other than the obligation to pay Rent);
- 3.1.3 the whole of any charges payable by the Tenants in respect of utilities, council tax, communications services and/or television licence(s);
- 3.1.4 charges for lost keys and interest on late payment of Rent if the Tenant they guaranteed is at fault (or up to one half of those charges if it cannot be established which of the Tenants is at fault);
- 3.1.5 one half of any charges for dealing with the Tenants’ requests to vary this agreement or terminate it early;
- 3.2 If only one Guarantor is named in this agreement, the Guarantor will be liable to pay all sums that are payable by the Tenant (and if more than one, both of them) under this agreement.
- 3.3 The Guarantor shall not be liable to pay any sum in respect of a liability that the Tenant has already paid.
- 3.4 The Guarantor guarantees to the Landlord that:
- 3.4.1 the Tenant will observe and perform all the Tenant’s obligations set out in this agreement, including (but not limited to) the obligation to pay the Rent; and
- 3.4.2 if the Tenant fails to observe or perform any of the Tenant’s obligations in this agreement, the Guarantor (and if more than one, each of them) guarantees to pay the Landlord such sum of money as will put the Landlord in the same financial position as the Landlord would have been in if the Tenant had observed and performed all the Tenant’s obligations in this agreement.
- 3.5 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 or any failure by the Tenant to observe or perform any of the Tenant’s obligations of this agreement.
- 3.6 The liability of the Guarantor under clauses 3.1 - 3.5 shall continue until the tenancy comes to an end or until the Tenant has been released from the Tenant’s obligations in this agreement, whichever is the later.
- 3.7 The liability of the Guarantor shall not be affected by:
- 3.7.1 any time or indulgence granted by the Landlord to the Tenant;
- 3.7.2 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
- 3.7.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the Tenant’s obligations of this agreement.

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Agent Sign:

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Before signing, the Guarantor should read the whole of this agreement (clauses 1 to 25) and satisfy himself/herself that s/he is willing to take on all the Tenant's obligations in it. The Guarantor may wish to take independent legal advice before signing. By signing this agreement, the Guarantor is confirming that s/he agrees to be legally bound by its terms, which the Landlord can enforce through the courts if necessary. The Guarantor will not be released from any of his/her obligations until all the Tenant's obligations in this agreement have been complied with (or appropriate compensation has been paid to the Landlord).

Guarantor 1 Please Print Name:

Guarantor 1 Please Sign:

Guarantor relationship to Tenant:

Guarantor 1 Phone Number:

Guarantor 2 Please Print Name:

Guarantor 2 Please Sign:

Guarantor relationship to Tenant:

Guarantor 2 Phone Number:

Tenant's Obligations

4 Rent

4.1 The Tenant shall pay the Rent to the Landlord (or the Landlord's Agent, as directed) by bank transfer:

4.2 4.2.1 in full in advance on or before the first Rent Payment Date if a Guarantor resident in the UK has not signed this agreement; or

4.2.2 in instalments in advance in the amounts and on or before the dates set out in the Specific Terms and Conditions if a Guarantor resident in the UK has signed this agreement.

4.3 The Rent includes normal residential use of electricity, gas, water, sewerage utility services and internet (see Fair Use Policies, if applicable).

4.4 The Rent is for the Term and is not calculated by reference to the periods between Rent Payment Dates, which may be unevenly distributed.

4.5 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 (other than to deduct from the first instalment any rent paid on account at the time of booking).

4.6 If an instalment of Rent has not been paid within 14 days after the applicable Rent Payment Date, the Tenant agrees to pay the Landlord interest on the amount overdue at the rate of 3% per annum above the Bank of England Base rate for the period from the relevant Rent Payment Date until the date payment is received by the Landlord in cleared funds. The Tenant will pay such interest within 14 days of demand.

4.7 If an advance payment of Rent is required as a pre-condition of entering into this agreement, that does not entitle the Tenant to immediate possession of the Premises. The Tenant is not allowed to live in the Premises or store belongings in the Building until the Start Date.

4.8 If the Tenant wishes to take up occupation or store any of their belongings in the Premises before the start of the Term, s/he will need to make separate arrangements in writing with the Landlord or the Agent. Early occupation and/or storage is subject to availability. Additional charges (details available from the Agent) will apply.

4.9 If the Tenant fails to pay the Rent in accordance with this clause the Landlord will have grounds for possession of the Premises (as provided in schedule 2 of the HA 1988).

4.10 If the Premises are damaged or destroyed by an Insured Risk so as to be unfit for occupation and use, then 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 are once more fit for occupation and use.

5 Utilities and Outgoings

5.1 A reasonable allowance for normal residential use of Utilities (other than telephone) supplied to and adequate for the Premises is included in the Rent.

5.2 The Tenant agrees to pay the Landlord within 14 days of demand, accompanied by written evidence of the amount claimed, for use of utility and communications services at the Premises which is above normal residential use and/or in breach of any applicable Fair Use Policy.

5.3 If a supplier of Utilities increases its charges to the Landlord during the Term, the Landlord may require the Tenant to pay the amount of the increase within 14 days of demand, supported by written evidence of the amount.

5.4 The Tenant shall pay all charges for telephone, cable or satellite television used by the Tenant at the Premises.

5.5 The Tenant must obtain a television licence at his or her own cost (whether a Television set is provided in the Premises or not) if the Tenant watches or records programmes as they're being shown on TV or live on an online TV service or if the Tenant downloads or watches BBC programmes on iPlayer. This applies to any service provider the Tenant (or anyone else at the Premises) uses and any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or DVD/VHS recorder. If the Landlord or Agent has to buy a television licence because the Tenant or the Guarantor has failed to do so, the Tenant will reimburse the Landlord for the licence fee (and any penalties payable in connection with the failure to have a television licence for the Premises when required during the Term) within 14 days of demand, supported by written evidence of the amount claimed.

5.6 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of Utilities.

5.7 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.

5.8 The Tenant shall obtain, and renew if necessary during the Term, a council tax exemption certificate. The Tenant shall within 7 days of the start of the Term produce a current council tax exemption certificate to the Landlord and/or their Agent and at any time after that within 7 days of the Agent's request.

5.9 If the Landlord has to pay make a payment to a billing authority in respect of council tax for the Premises relating to the Term, the Tenant will reimburse the Landlord for that payment within 14 days of demand supported by evidence of the amount claimed.

6 Use of the Premises

6.1 The Tenant represents to the Landlord that the Tenant will at the start of the Term be a full-time or part time student in further or higher education and the Tenant will take all reasonable steps to retain his/her student status throughout the Term. If more than one person is named as Tenant, then both of them must be a full-time or part time student. The Tenant shall only use the Premises as student accommodation exclusively for their own personal occupation.

6.2 The Tenant shall only use the Communal Areas for their intended purpose(s) ancillary to the Tenant's occupation of the Premises.

6.3 The Tenant will comply with all obligations and restrictions contained within the Handbook.

6.4 Provided the Landlord or the Agent has given the Tenant due notice, the Tenant must allow 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, maintenance, repairs, in circumstances where the Landlord or Agent has reasonable concerns about the Tenant's welfare, and for all other reasonable purposes in connection with the Premises and/or the Building. Due notice is 7 days for planned maintenance. For other purposes that are not emergencies, due notice is 24 hours. In an emergency, no notice need be given. If there is an emergency, or the applicable notice

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has been given, the Landlord or an authorised representative may enter the Premises to deal with the emergency, or for the notified purpose, whether or not the Tenant is present at the time. No notice will be given where access is required only to Communal Areas.

6.5 The Tenant shall not keep any pets or any other animals (including fish or reptiles or birds) on or in the Premises (or any other part of the Building) unless it is an animal trained to assist with a disability and the Landlord or the Agent has given written consent. Consent is within the Landlord's or the Agent's reasonable discretion, because they will need to take account of the needs of other residents living in close proximity to the Premises and/or sharing facilities with the Tenant. Consent to have an animal living in the Premises may be given subject to reasonable conditions and may be withdrawn if the animal causes a nuisance to other residents or causes damage. The Tenant will be liable to compensate the Landlord for losses suffered and/or expenses incurred as a result of the presence of the animal in the Premises, including any additional cleaning or fumigation costs.

6.6 The Tenant must not:

6.6.1 use the Premises or any other part of the Building for business purposes of any kind;

6.6.2 hold any political meeting or sale by auction in or on any part of the Building;

6.6.3 make any excessive noise in the Premises or elsewhere in the Building (noise will be regarded as excessive if it is persistently audible, or audible for a prolonged period from outside the room in which it is made, or causes a nuisance to other residents; noise may be audible by people living below and above the Premises as well as next to the Premises);

6.6.4 loiter in the Communal Areas or make any avoidable noise in the Communal Areas between the hours of 11pm and 7am;

6.6.5 park at or near the Building so as to cause an obstruction (parking facilities (if any) at the Building will be very limited). Subject to availability of parking space, Tenants are allowed to bring a vehicle to the Building once for the purposes of moving in, and once for the purposes of moving out of the Premises, but the Landlord does not guarantee that the vehicle can be kept at the Building for any longer than is necessary to unload or load it. Tenants may have to park some distance from the Premises when moving in and moving out (and at other times if they keep a vehicle), particularly if they wish to do so at a different time from any time specified in their moving-in or moving-out instructions;

6.6.6 dry laundry on any radiators in the Building or hang laundry (or any other articles) on the outside of the Building;

6.6.7 use barbecues or play ball games in any part of the Building (including its grounds);

6.6.8 smoke in the Premises or in any part of the Building (including its grounds) unless the area is specifically designated by the Landlord or the Agent for that purpose;

6.6.9 leave any bicycle, pushchair or any other item in the Communal Areas or obstruct them in any way (this is an important condition, and a statutory requirement, due to the need to maintain clear means of escape in the event of a fire); display any sign, plate, writing or drawing of any kind outside the Premises or in any window so as to be seen from outside the Premises;

6.6.10 use, store or bring into the Building any articles or substances which are hazardous or of a specially combustible or inflammable nature (these include hashish pipes deep fat fryers, portable electric heaters, rice steamers, extra fridges, microwaves, electrical items not designed for use in the UK, oil heaters or other fuel-burning appliances, candles, oil lamps, and incense burners, but this is not an exhaustive list);

6.6.11 use, or bring into the Building any item which it is illegal to have in one's possession;

6.6.12 bring into the Building any weapon, imitation weapon or item intended to be used as a weapon (even if it is licensed or lawful to have in one's possession);

6.6.13 bring additional items of furniture into the Building (unless they are necessary because of a disability which the Tenant has, and the Agent has given written consent);

6.6.14 without the occupier's invitation enter any studio other than the Premises;

6.6.15 attempt to go into or onto any part of the Building that is labelled as "private", "no access" or similar;

6.6.16 use windows to enter or leave the Building, except in an emergency and the normal escape route cannot be used.

6.7 The Tenant must comply with all applicable legislation to avoid their occupation of the Premises having an adverse effect on other residents and/or the Landlord and/or the Agent and their respective representatives.

6.8 The Tenant must comply with any reasonable regulations made from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:

6.8.1 the use of the Communal Areas;

6.8.2 the management of the Building and the welfare of its occupants; and/or

6.8.3 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.

7 Care of the Premises and Contents

7.1 The Tenant shall check, amend (if necessary) and return the Inventory to the Landlord within 24 hours of collecting the key to the Premises. If the Tenant does not do so, the Tenant may not be able to prove at a later date that any defect in the Premises or the Contents was not the Tenant's fault.

7.2 The Tenant will only use the Contents for the purpose for which they were designed.

7.3 The Tenant will clean or replace as required any parts of the Contents which are designed to be easily replaced or cleaned as part of normal use (for example kitchen extraction filters, vacuum cleaner bags, light bulbs).

7.4 The Tenant shall keep the Premises and Contents clean, take reasonable care of them and at the end of the tenancy return them in the same condition as they were in at the start of the tenancy (allowing for fair wear and tear).

7.5 The Tenant shall keep clean the inside of all windows in the Premises that the Tenant can reasonably reach.

7.6 The Tenant shall not leave any litter or other rubbish in the Communal Areas, and shall clean up any spillages they may make in the Communal Areas.

7.7 The Tenant shall use any equipment, apparatus or appliance provided by the Landlord only in accordance with the instructions provided.

7.8 The Tenant shall promptly after becoming aware of it report to the Agent:

7.8.1 any defect or disrepair for which the Landlord is responsible;

7.8.2 evidence of any pests, vermin or infestation;

7.8.3 any suspicious circumstance likely to affect the security of the Building;

7.8.4 accident at the Building resulting in injury;

7.8.5 access to the Premises (or any flat of which the Premises form part) by an intruder

and the Landlord may claim compensation from the Tenant if the Tenant's failure to report promptly resulted in the Landlord suffering losses or incurring expenses that would not have been suffered or incurred if the Tenant had reported the issue promptly.

7.9 The Tenant shall secure the Premises by locking the door and windows before leaving the Premises. The Tenant should ensure that the main entrance door to the Building is closed (or closed and locked if instructed) immediately after they enter or leave the Building.

7.10 The Tenant must take care of their keys and any other access or security devices relating to the Building and must not lend them to anyone else. The Tenant should always take their keys, access and security devices with them when leaving the Premises or the Building.

7.11 When the tenancy ends, the Tenant must remove all their personal belongings from the Building, place any rubbish in the receptacles provided, leave the Premises, and Contents clean, tidy and in the same condition (except for fair wear and tear) and position as they were in at the Start Date. The Tenant must return all keys and any other access devices to the Agent on or before the End Date.

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8 Damage and Alterations

- 8.1 The Tenant shall not make any alteration or addition to, or redecorate, any part of the Building or the Contents and must not damage them.
- 8.2 In particular, but without limiting the general obligation not to alter, add to, redecorate or cause damage, the Tenant shall not:
- 8.2.1 tamper with or in any way restrict the effective operation of any item for the prevention or detection of smoke or fire, or any item which is intended to safeguard or assist the health, safety or wellbeing of people living in, working in or visiting the Building;
 - 8.2.2 tamper with door or window locks, closures, hinges, fasteners or similar fixings;
 - 8.2.3 dispose of anything insoluble or which is likely to cause a blockage in any drains, gutters or pipes serving the Building (in particular, but this is not an exhaustive list, hair, grease, baby/toilet/cosmetic wipes, feminine hygiene products);
 - 8.2.4 stick glue or tape, or nail or screw or otherwise exhibit any item whatsoever on any part of the Building (except for pinning posters, notices and similar items on pin boards (if any) provided);
 - 8.2.5 keep or deposit any rubbish at or in the Building except suitably wrapped and sealed and placed in a dustbin in the designated refuse area; hang or allow to be hung any clothes, flags, windowboxes or other articles of any description on the outside of the Building;
 - 8.2.6 erect any TV aerial or satellite dish in or on any part of the Building;
 - 8.2.7 overload any structural part of the Building or Service Media;
 - 8.2.8 do anything likely to damage the Building or Contents;
 - 8.2.9 block, darken or obstruct any windows in the Building (except by using the curtains or blinds provided by the Landlord) or do anything else which may obstruct the flow of light or air to any other part of the Building.
- 8.3 The Tenant is not liable to carry out any works or repairs for which the Landlord is liable under clause 12.

9 Assignment, Subletting, Occupation, Visitors

- 9.1 The Tenant shall not invite anyone to remain in the Premises or elsewhere in the Building overnight without first obtaining written consent from the Landlord or the Agent. Consent to overnight visitors will not be unreasonably withheld or delayed but it may not be given if (a) there is a risk of overcrowding in the Building on the date in question; (b) other occupiers sharing facilities with the Premises object; (c) if the visitor is under the age of 18 or (d) for any other substantial reason. If visitors (such as family members) will be travelling some distance, it is advisable to obtain consent well in advance of the intended overnight stay, and before finalising arrangements.
- 9.2 If the Tenant has overnight guests strictly in accordance with clause 9.1, that shall not be a breach of clauses 9.5 (permitting others to occupy) or 9.6 (sharing occupation)
- 9.3 The Tenant must take responsibility for the actions and/or omissions of the Tenant's invited visitors (including any children) and will be liable to pay compensation to the Landlord for losses suffered and/or expenses incurred by the Landlord or Agent as a result of the Tenant's visitors' presence at the Building.
- 9.4 The Tenant shall do all they reasonably can to ensure his/her visitors behave in a way that is compatible with this agreement and that they do not:
- 9.4.1 cause a nuisance, hazard, injury, or annoyance to anyone living near or working in or near the Premises;
 - 9.4.2 cause damage to the Premises, Contents or property that does not belong to them;
 - 9.4.3 use the Premises for purposes that are illegal or would widely be considered to be immoral;
 - 9.4.4 invalidate the Landlord's insurance through their actions or omissions;
 - 9.4.5 smoke in the Premises or in any part of the Building (including its grounds) which is not specifically designated by the Landlord or the Agent for that purpose.
- 9.5 The Tenant shall not to permit anyone to occupy or reside in the Premises if they are not named as a Tenant on this agreement.
- 9.6 The Tenant shall not sublet, part with or share possession or occupation of the whole or any part of the Premises, except for sharing with another person named as Tenant on this agreement.
- 9.7 The Tenant shall not assign part only of the Premises.
- 9.8 The Tenant shall not assign the whole or any part of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld, but which may be subject to reasonable conditions.
- 9.9 When making an application to the Landlord or the Agent for consent to assign the tenancy, or when making an application to surrender (terminate) the tenancy, the Tenant must pay the Agent a fee of £50 towards the Agent's administration costs of considering the application, communicating the outcome to the Tenant and (if successful) preparing a deed of assignment or surrender and new tenancy agreement. The fee is only a contribution to the costs of processing an application for assignment or early termination, and is payable whether or not the application is successful.
- 9.10 The Landlord will not unreasonably refuse consent to assign the tenancy, or accept a surrender (early termination) of the tenancy, if the Tenant finds a suitable replacement tenant for the remainder of the Term. The replacement must be a full-time student in further or higher education and must not already be a tenant of the Landlord or a former tenant whose tenancy was terminated early. It will be reasonable for the Landlord to refuse consent to assign or to refuse to accept a surrender if these criteria are not satisfied.
- 9.11 It will be reasonable for the Landlord to refuse consent to assign the tenancy, or refuse to accept the Tenant's request for early termination of it:
- 9.11.1 if, on objective grounds, the replacement is not a suitable tenant (for example, has relevant unspent convictions, is subject to an ASBO or is a minor); or
 - 9.11.2 if the Tenant owes any money due under this agreement or is in serious breach of its terms in some other respect (but the application can be re-considered when the money has been paid or the breach has been put right); and
 - 9.11.3 until the replacement has signed a tenancy agreement and provided their own guarantor.
- 9.12 Subject to clause 9.13, if the Landlord consents to an assignment or early termination of the tenancy, the Tenant and the Guarantor shall be released from obligations arising after the assignment or early termination (as evidenced by a deed signed by the parties) has taken place. The Tenant and the Guarantor shall remain liable for any obligations or liabilities of the Tenant that accrued before the date of assignment or surrender
- 9.13 If the replacement tenant is not willing to pay Rent in full for the remainder of the Term, the Landlord may (with the Tenant's consent) agree to grant the replacement a tenancy of the Premises at a lower rent and/or for a period shorter than the remainder of the Term. In that case, the Tenant or the Guarantor must pay any shortfall in the Rent before the Tenant and the Guarantor will be released from their obligations in this agreement.

Landlord's Obligations

10 Insurance

- 10.1 The Landlord shall insure the Premises and the Contents 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.
- 10.2 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.
- 10.3 If during the Term and through no fault of the Tenant or the Tenant's invited visitor(s) the Premises are damaged to such an extent that they are not fit for habitation, the Landlord will use reasonable endeavours to provide alternative accommodation for the Tenant for the remainder of the Term or until the Premises are once again fit for beneficial use and occupation. Provided that the alternative accommodation is reasonably equivalent to the Premises, the Tenant will as soon as is practical move to the alternative accommodation and the terms of this agreement will apply between the Landlord and the Tenant and the Guarantor as regards the alternative accommodation.

11 Quiet enjoyment

This Tenancy Agreement is a legally binding document. If you are in any doubt about your legal rights or obligations, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor agrees to be bound by the terms and conditions of this agreement. It is the signatory's responsibility to make sure they are prepared to make this commitment before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement. Please sign below:

Tenant 1 Sign:

Tenant 2 Sign:

Agent Sign:

Assured Shorthold Tenancy Agreement

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



- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Premises.
- 11.2 The Landlord shall allow the Tenant quiet enjoyment of the Premises without undue or excessive interruption by the Landlord.
- 11.3 The Landlord and/or the Agent (with or without workmen and others) will aim to give the Tenant reasonable advance notice prior to entering the Premises during the Term (except in the case of emergency when no notice shall be required). Advance notice will not be given prior to the Landlord or Agent entering Communal Areas.

12 Main repairs and Building maintenance

- 12.1 In accordance with section 11 of the Landlord and Tenant Act 1985 (as amended) the Landlord shall:
 - 12.1.1 ensure that at the start of the Term the Premises are fit for human habitation and will remain so during the Term;
 - 12.1.2 keep in repair the structure and exterior of the Building (including drains, external pipes, gutters and external windows);
 - 12.1.3 keep in repair and proper working order the installations in the Building for the supply of water, gas and electricity to the Premises and for sanitation (including basins, sinks, baths and sanitary conveniences in the Premises, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 12.1.4 keep in repair and proper working order the installations in the Building for the heating space and water.
- 12.2 The Landlord shall not be required to:
 - 12.2.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 12.2.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Premises;
 - 12.2.3 rebuild or reinstate the Premises in the case of destruction or damage by fire, storm, flood or other inevitable accident;
 - 12.2.4 carry out works or repairs which, if carried out, would put the Landlord or the Agent in breach of any obligation imposed by any law;
 - 12.2.5 carry out works or repairs requiring the consent of a superior landlord or other third party in circumstances where consent has not been obtained following reasonable endeavours to obtain it.
- 12.3 If the Landlord needs to carry out work at the Building and cannot reasonably do so without access to the Premises (or without causing a nuisance to the Premises) the Tenant will, move to alternative accommodation within 7 days of request (or shorter notice if the work needs to be done urgently) and:
 - 12.3.1 the Landlord will offer reasonable assistance with the Tenant's removal;
 - 12.3.2 the Tenant shall have the option to move back into the Premises as soon as practicable after they become suitable for habitation;
 - 12.3.3 if the alternative accommodation is normally let at a lower price than the Rent, the Rent shall be reduced by a proportionate amount, but if the alternative accommodation is normally let at a higher price than the Rent, the Tenant will not have to pay any more than the Tenant is required to pay under this agreement;
 - 12.3.4 whilst the Tenant is living in alternative accommodation, the terms of this agreement shall apply to that alternative accommodation (with references to the "Premises" being read as references to that alternative accommodation, as appropriate).
- 12.4 The Landlord shall insure the Building (but not the Tenant's possessions) against damage by fire, flood and such other risks as a reasonably prudent landlord would insure against.
- 12.5 The Landlord will request that all its representatives carry, and allow the Tenant to inspect, appropriate identification if they are in the Building.

13 Compensation and Default Charges

- 13.1 If the Tenant's failure to comply with this agreement results in loss or expense to the Landlord (or the other way round) then, to the extent they behave reasonably, the person who suffers the loss or incurs the expense is entitled to be put back in the same financial position as they would have been in if the other person had complied with their contractual obligations. The amount of money it will take to do this is known as 'damages' or compensation.
- 13.2 This agreement warns of some situations where a breach of the Tenant's obligations is likely to lead to a claim for damages, but the Landlord will be entitled to bring a claim for damages in any situation where the Tenant's (or their invited visitor's) breach of the Tenant's obligations causes the Landlord to suffer loss or incur expense. Typical examples of the type of losses and expenses that the Landlord and the Agent may claim when the Tenant's obligations have not been observed or performed include:
 - 13.2.1 the cost of cleaning and/or rubbish removal;
 - 13.2.2 the cost of repairing or replacing items (allowing for depreciation);
 - 13.2.3 the cost of repairing and/or decorating the Premises or Communal Areas
 - 13.2.4 any excess on, or any deduction from, a claim on the Landlord's insurance if the claim results from a breach of the Tenant's obligations or negligence, by the Tenant or any of his/her visitors;
 - 13.2.5 legal and other costs incurred in enforcing any of the Tenant's obligations in the tenancy agreement by any reasonable means, and recovering possession, whether during or after the end of the Term (even if these are more than the fixed costs set out in the Civil Procedure Rules, but only to the extent they may be fairly assessed as damages).
- 13.3 The Landlord may incur expense or suffer loss even where no physical damage occurs. For example, if fire safety equipment has been mis-used or tampered with, the Landlord will claim damages from the Tenant (typically £30) to compensate the Landlord for having to arrange inspection and testing of the equipment, in addition to the costs of repairing, servicing or replacing the equipment if the inspection shows repair, servicing or replacement to be reasonably necessary.
- 13.4 The Landlord will make available at the Building an indicative list of charges for reinstatement after a breach of these terms and conditions. In addition to the cost of labour and materials paid to third parties, the Landlord's claim for damages may include a reasonable amount for the work involved in arranging for the work to be done and processing contractors' invoices. The Landlord does not need to hire a third party to make good, and can charge the Tenant a reasonable amount if it carries out work itself to restore the Premises, Communal Areas and Contents to the condition they would have been in if there had not been a breach of these terms and conditions.
- 13.5 In calculating its losses and/or expenses arising as a result of a breach of these terms and conditions, the Landlord and the Agent must act reasonably, and provide evidence of their losses and expenses if requested. They must take such steps as are reasonable in the circumstances to minimise the loss or expense in question, but that does not require them to act to their own detriment.
- 13.6 The Landlord and the Agent will not claim against the Tenant or the Guarantor for losses suffered and/or expenses incurred as a result of anything:
 - 13.6.1 reported promptly to the Landlord or the Agent at the start of the tenancy as discrepancies against the Inventory;
 - 13.6.2 caused by fair wear and tear;
 - 13.6.3 caused by risks covered by the Landlord's insurance policy (unless the insurer refuses to pay because of an action or neglect by the Tenant or their invited visitor); or
 - 13.6.4 caused by an intruder (provided the Tenant complied with their obligations relating to security in this agreement and in the Handbook).
- 13.7 Where two people are named in this agreement as the Tenant, they are liable jointly for the Tenant's obligations in this agreement, and they are also individually liable. This means that where a breach of these terms and conditions occurs in relation to the Premises and the Landlord or Agent cannot reasonably ascertain who is responsible, the Landlord or the Agent can claim damages from either or both the Tenants.
- 13.8 The Tenant is liable for the Communal Areas which the Tenant is entitled to use, collectively with other users and individually. If a breach of these terms and conditions occurs in relation to a Communal Area and the culprit cannot be identified, the Agent will assess the damages and divide the amount among the residents entitled to use the Communal Area in question. The Tenant will have the right to appeal such charges by writing to the Agent within 7 days of the date of the Agent's request for payment. The Agent will review the Tenant's appeal and give a decision within a further 14 days.

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Tenant 1 Sign:

Tenant 2 Sign:

Agent Sign:

Assured Shorthold Tenancy Agreement

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



13.9 The Landlord may use the Deposit towards the performance of any obligation, or the discharge of any liability, that the Tenant has under this agreement. These obligations and liabilities include (but are not limited to) payment of Rent, interest for late payment of rent, key replacement charges, surcharges for Utilities or TV licensing, council tax, lawful administration fees (relating to variation, assignment or early termination of this agreement) and the Landlord's costs reasonably incurred and losses sustained ("damages") as a result of the Tenant's failure to comply with this agreement.

14 Ending the tenancy

- 14.1 The tenancy will be for the Term and neither party can bring the tenancy to an end except in accordance with this clause, under the Agent's cancellation policy or as permitted by law.
- 14.2 The Tenant can end the tenancy at the end of the Term by vacating the Premises and returning the keys to the Agent on or before the end of the Term. The Tenant will remain liable for the Rent until the end of the Term and the Landlord will not give any refunds of pre-paid Rent.
- 14.3 The Tenant can ask the Landlord for its consent to end this agreement before the end of the Term, but the Landlord will not usually give consent unless and until the Landlord enters into an agreement for a tenancy of the Premises for the Term (or the remainder of the Term) with a suitable replacement occupier.
- 14.4 The Landlord can serve notice on the Tenant requiring possession of the Premises under section 21 of the HA 1988, even if the Tenant has complied with the terms of this agreement. The notice must be served at least 2 months in advance of the date the Landlord requires possession, and it must not expire before the end of the Term.
- 14.5 The Landlord can take steps to end the tenancy at any time by serving notice on the Tenant under section 8 of the HA 1988 setting out any one or more of Grounds 2, 8, 10-15 and 17 from Schedule 2 of the HA 1988 apply. The period of notice will depend on the applicable ground(s) for possession, and the Landlord will have to prove that the grounds exist.
- 14.6 The Tenant agrees to vacate the Premises at the end of the Term (or earlier termination of the tenancy) but the Landlord cannot lawfully evict the Tenant whilst they are living in the Premises without first obtaining a court order allowing it to do so.
- 14.7 If the Landlord or the Agent reasonably believes that the Tenant has stopped living in the Premises, and the Tenant has not complied with any of his/her obligations in this agreement, or has been made bankrupt, the Landlord may treat the Premises as having been abandoned and forfeit the tenancy. For breaches of this agreement other than non-payment of rent, the Landlord must give the Tenant notice under section 146 or 147 of the Law of Property Act 1925. If the Tenant makes amends as required in that notice, the Landlord is not allowed to forfeit the tenancy. The Landlord can repossess the Premises without first obtaining a court order if the Tenant has stopped living in the Premises. If the Landlord takes possession of the Premises in this way, the tenancy shall immediately end, but the Landlord will remain entitled to claim any outstanding Rent or default charges and damages for any breach of the Tenant's obligations in this agreement that occurred before the tenancy was ended.
- 14.8 The Landlord or Agent may remove from the Building any item left by the Tenant at the end of the Term and shall not accept any implied obligation to look after it or return it. 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 7 days after the End Date, the Landlord or Agent may sell the item for the best price reasonably obtainable, but if it is not sold the Agent may dispose of the item as it sees fit. As the Tenant should have removed their belongings at the end of the tenancy, the Landlord or Agent may claim as damages the reasonable costs of trying to locate the Tenant, storage, postage, packing, shipment and/or sale of the item and may deduct those expenses from any proceeds of sale or the Deposit. The Agent will use its reasonable endeavours to forward any net proceeds of sale to the Tenant, the Tenant being liable for any bank charges incurred in that transaction. If net proceeds of sale cannot (through no fault of the Landlord) be paid to the Tenant within 6 months after the end of the tenancy, the Landlord may donate them to charity.
- 14.9 If all the Tenant's obligations and liabilities in this agreement have not been performed or discharged by the End Date, the Tenant and the Guarantor remain liable for those obligations and liabilities after the end of the Term until those obligations and liabilities have been met.
- 14.10 If at the end of the tenancy the Tenant does not hand in all keys and access devices issued to the Tenant, the Landlord may treat the keys as lost and charge the Tenant for the reasonable costs of replacement. In addition, the Landlord may claim as damages the reasonable costs of changing the locks and any income the Landlord loses as a result of being unable to let the Premises as a result of the key not having been returned on time.
- 14.11 If the Tenant dies before taking, or whilst in, possession of the Premises, this agreement and any tenancy granted pursuant to it shall end. The parties will be liable for their obligations up to and including the date of death, but no party shall have any claim against the other(s) for obligations and/or liabilities relating to the period after the date of death.

Other Provisions

15 Notices

- 15.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if sent by first class post or delivered by hand to the Agent's address given on the first page of these terms and conditions (or such other address as the Landlord or the Agent may subsequently notify to the Tenant in writing).
- 15.1 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- 15.1.1 sent by first class post or delivered by hand to the Premises; or
- 15.1.2 sent to the Tenant's last-known e-mail address.
- 15.2 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- 15.2.1 sent by first class post or delivered by hand to the Guarantor's address stated in the Parties clause; or
- 15.2.2 sent by first class post or delivered by hand to the Guarantor's last-known place of abode;
- 15.2.3 sent to the Guarantor's last-known e-mail address.
- 15.3 If a notice is given in accordance with clause 15.1, 15.2 or 15.3 it shall be deemed to have been received:
- 15.3.1 if delivered by hand, at the time the notice is left at the proper address;
- 15.3.2 if sent by first-class post, on the second Working Day after posting; or
- 15.3.3 if sent by e-mail at the time the email was sent.
- 15.4 Any notice under this agreement must be given in writing.
- 15.5 If a notice or any other communication from a third party is delivered to the Premises and it affects the Premises or the Landlord or the Agent, the Tenant will, within seven days of receipt, forward the original or a copy of the notice to the Agent and shall not take any further action regarding such notices or communications without the prior written consent of the Landlord or the Agent.

16 Exclusion and limitation of liability

- 16.1 The Landlord shall not be liable for the interruption or failure of Utilities or any services supplied by or on behalf of the Landlord unless such interruption or failure was due to the negligence of the Landlord or the Agent.
- 16.2 The Landlord shall not be liable to carry out any repair unless and until the Landlord has actual notice of the need for repair.
- 16.3 The Landlord shall not be liable for any temporary reduction in staffing of the Building due to sickness, extreme adverse weather conditions, industrial action or other circumstances outside the Landlord's reasonable control.
- 16.4 The Landlord's liability for loss, damage or injury to person or property is excluded unless the loss, damage or injury is caused by the Landlord's negligence, breach of a statutory obligation, a breach of its obligations in this agreement or the authorised actions of its agents and employees carried out in the course of their duties.
- 16.5 Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any:
- 16.5.1 noise, disturbance, dust or vibration;

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Tenant 1 Sign:

Tenant 2 Sign:

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



- 16.5.2 variation of light and/or air to the Premises;
that may occur by the undertaking of any maintenance, repair or alteration work to any part of the Building or that may occur on any adjoining or neighbouring property.
- 16.6 If for any reason beyond the Landlord's control the Premises are not ready for occupation at the start of the Term (for example, if a prior occupier has refused to leave, or if the Premises need work carrying out) the Landlord will offer the Tenant alternative accommodation. If the alternative accommodation is in, or within half a mile of, the Building, and of the same or better type, and in good repair and condition, it shall not constitute a variation to what the Landlord agreed to provide and the Tenant must accept it. If the Tenant is offered a substitution that is not similar to or better than the Premises, and accepts it, the Tenant will be entitled to end this agreement if the Premises (or a suitable alternative) are still not ready for occupation after 4 weeks of occupying the substituted accommodation.
- 16.7 The Landlord shall not be liable for the actions or neglect of any other occupier at the Building if the Landlord has used reasonable endeavours to enforce the terms of the relevant occupier's tenancy agreement.
- 17 Possessions insurance**
- 17.1 Tenants' personal belongings insurance is only included in the Rent if there is a statement to that effect in the Landlord's offer of accommodation. If possessions insurance is included, it is subject to the terms and conditions of the Landlord's policy. The Landlord does not insure, and has no obligation to insure, the Tenant's personal belongings if possessions insurance is not included in the Rent, or if the item in question is not covered by the applicable policy.
- 17.2 The Tenant's personal belongings are at the Tenant's own risk. The Tenant should consider taking out their own appropriate personal insurance if possessions insurance is not included in the Rent or if possessions insurance is included in the Rent but the Tenant has valuable items that would not be adequately covered by the Landlord's policy.
- 17.3 If possessions insurance is not included in the Rent, the Agent may offer the Tenant separate 'Student Contents Insurance', but the purchase of such insurance is not compulsory. The 'Student Contents Insurance' policy is subject to exclusions and conditions, and the Tenant must satisfy him/herself that such insurance is adequate for their needs before buying it, and take out alternative or additional cover if needed.
- 18 The Deposit**
- 18.1 The Deposit of £{DEPOSIT AMOUNT} must be paid by the Tenant to the Landlord/Agent on or before the commencement of the term.
- 18.2 The Deposit will be protected with TDS Custodial, a government approved tenancy deposit protection scheme, within 30 calendar days of receiving it.
- 18.3 The landlord/agent will provide the tenant and any relevant persons with prescribed information including TDS Custodial's scheme leaflet, within 30 calendar days of receiving deposit.
- 18.4 The Deposit may be used to compensate the Landlord or the Agent for any breach of the Tenant's obligations in this agreement, and for the discharge of any of the Tenant's unpaid liabilities arising under this agreement, including:
- 18.4.1 unpaid Rent;
- 18.4.2 unpaid accounts for Utilities or council tax at the Premises;
- 18.4.3 compensation for damage, to the Premises, Contents and the Communal Areas to which the Tenant has access, and for missing Contents, subject in each case 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, loss or damage caused by insured risks and repairs that are the Landlord's responsibility;
- 18.4.4 the reasonable costs properly and actually incurred by the Landlord or Agent in rectifying or remedying any major breach by the Tenant of the Tenant's obligations in this agreement, including those relating to cleaning, late payment, damage and recovering possession.
- 18.5 If this agreement is for a joint tenancy, each person named as Tenant agrees with the other(s) that any one of them may consent on behalf of all the others to the dispute resolution service of the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the tenancy as an alternative to resolving the dispute through the courts.
- 19 Confirmation of identity**
- 19.1 On or before the Tenant taking occupation of the Premises the Tenant must provide to the Landlord (or Agent) as notified to the Tenant:
- 19.1.1 Either
- (a) a letter from their University confirming that the Tenant is a student in full-time education and the name, start and end dates of their course; or
- (b) a valid and current student identity card with a start date and an expiry date; and
- 19.1.2 a form of photographic identification (this may be a student identity card as referred to in clause 19.1.1 (b) if it contains a photograph but only if the Tenant has provided the letter referred to in clause 19.1.1(b) or a current passport or driving licence; and
- 19.1.3 unless the Building is a hall of residence, such additional documents as the Landlord (or Agent) may reasonably require to satisfy themselves that the Tenant has the right to rent in England.
- 20 Confiscation of hazardous or illegal items, or where the item causes a nuisance**
- 20.1 If the Tenant has any article in Building which it is illegal to possess; constitutes an obstruction; is a nuisance; is a fire or safety risk; is on display or audible and (in the Landlord's reasonable opinion) likely to cause offence, or would be likely to place the Tenant in breach of the Tenant's obligations in this agreement, then the Landlord:
- 20.1.1 shall be entitled to remove the article;
- 20.1.2 will return it to the Tenant when the Tenant stops living in the Premises (unless the confiscated item is perishable, illegal or animate, in which case the Landlord may dispose of it, or pass it on to a relevant organisation such as the police or the RSPCA); and
- 20.1.3 shall have no liability to the Tenant or the owner of the item concerned.
- 21 Privacy and data protection**
- 21.1 For the purposes of data protection legislation, the Agent is the data controller and the data processor.
- 21.2 The Landlord and the Agent will not use the Tenant's personal information without the Tenant's explicit consent, except as necessary for:
- 21.2.1 Completing this agreement and subsequently performing the Landlord's obligations in it;
- 21.2.2 Enforcing the Tenant's obligations in this agreement;
- 21.2.3 Complying with the Landlord's and/or the Agent's legal obligations;
- 21.2.4 Protecting someone in the event of an emergency that threatens life;
- 21.2.5 Performing tasks that are in the public interest, such as asking the Tenant to provide feedback on their experience of living in the Building;
- 21.2.6 Other legitimate purposes (including debt recovery, crime prevention, the landlord's buildings insurance policy, measuring satisfaction, trying to achieve an appropriate tenant mix in the Building, allocating rooms, where there is a serious risk of harm to the Tenant, in the event of the Landlord selling the Building, appointing a different Agent, or re-structuring its business, referral to the Tenant's institution of study where appropriate for disciplinary action or welfare support, to protect the rights, property, or safety of the Landlord and the Agent and their respective employees, tenants, or others and any other matter closely related to the subject matter of this agreement).
- 21.3 The Tenant and the Guarantor may make data subject access requests (disclosure of their information held by the Landlord) to the Operations Manager, {ADDRESS OF THE BUILDING}
- 22 Consumer Protection**
- 22.1 The Landlord is the supplier for the purposes of this agreement. The Landlord's contact details are given on page 1 of this agreement.
- This Tenancy Agreement is a legally binding document. If you are in any doubt about your legal rights or obligations, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor agrees to be bound by the terms and conditions of this agreement. It is the signatory's responsibility to make sure they are prepared to make this commitment before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement. Please sign below:

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Tenant 2 Sign:

Agent Sign:

Assured Shorthold Tenancy Agreement

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



- 22.2 The Landlord's VAT registration number (if the Landlord has one) is available on request from the Agent
- 22.3 The Landlord's Agent subscribes to the Accreditation Network UK Code of Practice for accommodation owned or managed by non-educational establishments (see <https://www.nationalcode.org/download-codes>).
- 22.4 The following details can be found elsewhere in this agreement or in the Handbook:
- 22.4.1 what the Landlord is supplying;
 - 22.4.2 how much it costs and the arrangements for payment;
 - 22.4.3 how long this agreement will last;
 - 22.4.4 the Landlord's rights to substitute alternative accommodation;
 - 22.4.5 how to complain;
 - 22.4.6 arrangements for using alternatives to litigation to resolve any disputes about this agreement.
- 23 **Entire Agreement**
- 23.1 This agreement and the Handbook contain all the terms agreed to between the Landlord and the Tenant regarding the Premises at the time this agreement came into effect.
- 23.2 Any variation to the terms of this agreement will only be effective if agreed between the Landlord or the Agent and the Tenant. The Landlord or the Agent will confirm any agreed variation to the Tenant at the time it is made.
- 23.3 The Tenant agrees to pay to Landlord in consideration of the variation of the tenancy at the Tenant's request, or to the Agent in consideration of arranging such variation, the sum of £50 or, if higher, the reasonable costs of the person to whom the payment is to be made.
- 24 **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.
- 25 **Declaration and Warning Notice**
- 25.1 The Tenant declares and represents to the Landlord that when the Tenant (and if more than one, each of them) signed this agreement:
- 25.1.1 the Tenant had made full and true disclosure of all information sought by the Landlord in connection with this agreement or which a landlord might reasonably be expected to consider relevant to the Tenant's application for a tenancy;
 - 25.1.2 the Tenant had 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
 - 25.1.3 the Tenant was, or intended to become within 7 days after the Start Date, a student registered with a university or higher education institution;
 - 25.1.4 neither the Agent nor the Landlord nor any representative of either of them had required the Tenant to make any payment in connection with the tenancy other than (a) Rent and (b) the Deposit.
- 25.2 The Tenant acknowledges that s/he has received in relation to the Premises the original or a copy of:
- 25.2.1 Energy Performance Certificate;
 - 25.2.2 'How to Rent' Booklet;
 - 25.2.3 Tenancy Deposit Scheme Prescribed Information;
 - 25.2.4 'What is the Tenancy Deposit Scheme' Information leaflet;
 - 25.2.5 A current gas safety certificate, or confirmation that such a certificate is not required for the Premises;

This agreement is a legally binding document. If you are in any doubt about your legal rights or obligations you should consult a housing advice centre, solicitor or Citizens' Advice Bureau before signing. By signing, you confirm your agreement to be legally bound by the terms and conditions set out in this agreement and the Handbook. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement.

Please sign below:

Signed by the Tenant 1

Signature

Name

Date

Signed by the Tenant 2

Signature

Name

Date

Signed on behalf of the Landlord (The Agent)

Signature

Name

Date

Annexures:

This Tenancy Agreement is a legally binding document. If you are in any doubt about your legal rights or obligations, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor agrees to be bound by the terms and conditions of this agreement. It is the signatory's responsibility to make sure they are prepared to make this commitment before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement. Please sign below:

Tenant 1 Sign:

Tenant 2 Sign:

Agent Sign:

Assured Shorthold Tenancy Agreement

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



1. Information about Tenancy Deposit Scheme
2. Right to Rent Document Checks: A User Guide
3. How to Rent Checklist for renting in England
4. EPC

I (We) confirm that I (we) have read the attached annexures:

Tenant 1:

Tenant 2:

Please upload following documents:

ID Proof of Tenant 1

ID Proof of Tenant 2

ID Proof of Guarantor

Address Proof of Tenant 1

Address Proof of Tenant 2

Address Proof of Guarantor

Notes:

ID proof can comprise of Passport, Driving Licence, Provisional Driving Licence, Biometric Residence Permit

Address Proof can comprise of Council Tax Bills, Utility Bills, Bank Statement, University Letter, National ID Card (for international students)

This Tenancy Agreement is a legally binding document. If you are in any doubt about your legal rights or obligations, you should consult a housing advice centre, solicitor or Citizens' Advice Bureau. Signing it means that the Tenant/Guarantor agrees to be bound by the terms and conditions of this agreement. It is the signatory's responsibility to make sure they are prepared to make this commitment before signing. The Tenant/Guarantor should be aware that he/she will be bound for the whole of the Term and will not be released from any of his/her obligations except as provided in this agreement. Please sign below:

Tenant 1 Sign:	Tenant 2 Sign:	Agent Sign:
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