



**Assured Shorthold Tenancy
Agreement DRAFT**

**FOR – PROPERTY
ADDRESS**

Tenants:

Lead Tenant

Second

Tenant

Particulars

GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement. It is an important document as it will govern your relationship both with the Landlord of your new property and with the letting or managing Agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting Agent who gave you this Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as this Agreement, you may be asked to sign the Check-In or Inventory which will list the Landlord's Fixtures and Fittings and the other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- 'How to Rent' guide produced by HM Government
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- Details of the scheme with which your Deposit will be registered, including details as to how you will

recover your Deposit on your departure

- A check-list of the key Deposit registration information generally described as 'Prescribed Information'

If any of these documents are missing when you come to sign your Tenancy Agreement, please speak with your letting Agent as these documents are just as important as the Agreement itself.

DEFINITIONS

Act of Parliament

Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Agreement

References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

The Check-In Inventory and Schedule of Condition

'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

Deposit

'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

The Deposit Holder

'The Deposit Holder' is mydeposits—one of the organizations authorized to register Deposits under the Housing Act 2004.

Fixtures and Fittings

References to the 'Fixtures and Fittings' mean any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor

Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event that Tenant defaults on any of their obligations under this agreement.

ICE

'ICE' is an Independent Case Examiner of mydeposits.

Insurable Risks

'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

Joint and Several

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants

during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

The Landlord's Agent / Agent

'The Landlord's Agent' or 'Agent' means Abode Property Management Limited managing the DIGS brand of 1 Triangle South, Clifton, Bristol, BS8 1EY — Company registration number: 4437535

Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

The Premises

References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable)

Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor.

Relevant Persons will be given details of the scheme with which the Deposit will be registered.

Stakeholder

Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from mydeposits.

The Tenant

'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

The Term / the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made between:

The property company

1, Example Street, Example City, AA1 1AA

info@dummypropertycompany.com

012345678910

'The Landlord' and

Name : Mr Lead Tenant

Email : first.tenant@email.com

Phone : 07405551900

Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant

Email : second.tenant@email.com

Phone : 07474567888

Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

IT IS AGREED AS FOLLOWS:

- 1 The Landlord lets to the Tenant the residential Premises known as: ('the Premises')
- 2 The Tenancy shall be from midday ('the Commencement Date') to 10am on ('the Expiration Date'), 'the Term'.
- 3 The Tenant shall pay to the Landlord or the Landlord's Agent by way of rent the amount as detailed in the Rent Schedule below by bank standing order.

Tenant Number	Tenant Name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge Date	Tenant Number		Sub-Total
XX/XX/XX	DRAFT	DRAFT	DRAFT
XX/XX/XX	DRAFT	DRAFT	DRAFT
XX/XX/XX	DRAFT	DRAFT	DRAFT
XX/XX/XX	DRAFT	DRAFT	DRAFT
Sub-total	DRAFT	DRAFT	DRAFT

The first payment must be received at least a full calendar month prior to the start date of the tenancy. If there is no suitable UK guarantor provided then 3 months' rent must be paid within 14 days of the reservation appointment and then the full balance of the full rent for the fixed term of the tenancy will be payable in advance, a full calendar month prior to the start date of the tenancy.

- 4 This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
- 5 Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').
- 6 In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

7 DEPOSIT

7.1 The sum of £0 shall be paid by 'The Tenant' to The Agent upon the signing of this Agreement by way of a Security Deposit ('the Deposit').

7.2 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the Lead Tenant. It is the Lead Tenant's responsibility to distribute the funds appropriately amongst all Tenants.

7.2.1 The Deposit will be held by the Agent as Stakeholder. The Agent is a member of mydeposits.

7.3 The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.

7.4 Any interest earned on the holding of the Deposit will belong to The Agent.

7.5 The Deposit has been taken for the following purposes:

7.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.

7.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.

7.5.3 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.

7.5.4 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 Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.

7.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

7.5.6 Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

7.6 Protection of the Deposit:

mydeposits
1st Floor, Premiere House
Elstree Way
Borehamwo
od
Hertfordshir
e WD6 1JH
Phone: 0333 321 9401
Email: info@mydeposits.co.uk
Website: www.mydeposits.co.uk

8 At the end of Tenancy:

8.7.1 The Landlord/Agent must tell the Tenant within 30 working days of the end of the

Tenancy if they propose to make any deductions from the Deposit.

8.7.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 30 working days of the end of tenancy.

8.7.3 The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within ten working days of the Landlord/Agent having complied with the requirements of clause 6.7.1. The Independent Case Examiner ('ICE') may regard failure to comply with the time-limit as a breach of the rules of mydeposits and if later asked to resolve any dispute, the ICE may refuse to adjudicate in the matter.

8.7.4 In the event of multiple Tenants comprising the Tenant, 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 mydeposits to deal with any dispute about the Deposit at the end of the Tenancy.

8.7.5 If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 6.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.

8.7.6 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 6.7.5 above.

8.8 If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognizing that the Deposit is held and will continue to be protected by mydeposits.

8.9 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'

8.10 Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

8.11 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

8.11.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

The tenant agrees with the Landlord as follows:

9 Rent

9.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.

9.2 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

10 **Conditions of Premises, repair and cleaning**

10.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

10.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.

10.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

10.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

10.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

10.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.

10.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for

which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.

10.8 To keep the windows of the Premises clean.

10.9 To wash and clean all items that may have become soiled during the Term.

10.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.

10.11 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

11 **Access and inspection**

11.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.

11.2 To permit the Premises to be viewed throughout the tenancy at all reasonable times. 24 hours' notice to be given in advance of any viewings. Viewings will take place during normal working hours by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.

11.3 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

11.4 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

11.5 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

11.6 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

11.7 To clean and disinfect any and all showerheads in the Premises every six months.

12 Insurance

12.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

12.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

12.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the purpose of covering the Tenant's own personal possessions as such possessions will not be covered by any insurance effected by the Landlords property insurance.

13 7.5 Assignment, Novation and Surrender

13.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

14 Illegal, immoral usage

14.1 Not to use the Premises for any illegal, immoral or improper use.

14.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

15 **Inflammable substances and equipment**

Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use

16 **Nuisance and noise**

Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

17 **Utilities**

17.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

17.2 The tenant is responsible for the payment of all bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. Please note that in most cases this includes the supplies in the communal areas. For the billing of communal areas, the landlord will deduct the charge per tenant at cost from the deposit at the end of tenancy. Properties which has a single water supply which supplies multiple letting units the landlord will deal with the payment of the water bill themselves on a six- monthly basis and then the cost of the water supplied to the property will be equally divided by the number of tenants and charged at cost back at six monthly intervals via invoice to the tenants. As the second six-month period will normally occur at the end of the tenancy the charges for this period will be deducted from the security deposit.

17.3 The tenant shall notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the landlord. If the tenant fails to set up an account Digs are permitted to provide the utility provider with the name and full contact details of the Tenant on request to satisfy legal obligations which are binding on us, for example in relation to regulatory, government and/or law enforcement bodies with whom we may work.

17.4 You authorise Us to use Your personal data (as defined in the Data Protection Legislation), to the extent necessary for Us to introduce a Third Party Supplier to provide relevant additional services (such as bills or utility packages) and to the extent to which We are permitted to by the Data Protection Legislation.

17.5 If your property comes with free broadband internet access supplied, please note that this service does not form any part of the rent and that it is supplied free of charge. This is normally a basic entry level service suitable for email and web browsing and not suitable for heavy usage such as streaming, HD usage, Skype and other high data consuming activities. Compensation will not be considered if the broadband internet is not working or not operating on a high enough bandwidth.

17.6 The tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.

17.7 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associate with reconnecting or resuming those services.

17.8 Not to change the telephone number at the Premises without prior written consent of the Landlord, such consent not to unreasonably withheld, or to procure the transfer of the telephone number to any other address.

18 **Animals and Pets**

18.1 Not to keep any domestic animals or bird in the Premises without prior written consent of the Landlord. Where permission is granted at the end of the Tenancy, the Tenant agrees to have the Premises

cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.

18.2 Where such consent is given, the Tenant will pay the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

19 **Children**

Without express written permission from the Landlord, the Tenant shall not (nor allow others to) keep or allow children on the premises. Any permission which is given may be cancelled by the Landlord.

20 **Usage**

To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

21 **Lock**

21.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

21.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

21.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

21.4 Where due to an act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

22 **Restitution**

The Landlord or his Agent do not provide a lock out/entry service under any circumstances. Lost keys and other security devices i.e. master key systems, fobs, entry cards etc will be treated as a 'specific default fee' under the new legislation as of June 1st 2019 . These fees are also be covered by the damages provision within The Act. Therefore, tenants will be charged the costs incurred by the landlord to return the landlord to the position they would have been in had the tenant not breached their tenancy or caused an issue or situation that leads to Landlord incurring unnecessary costs. This particularly relates to the instructing of locksmiths, changing of master key locks, loss or theft of master keys/fobs/card entry systems/car park or garage fobs/electrical entry systems/ standard locks and standard key systems. Any costs incurred will be charged at cost to the tenant and deducted from their deposit at the end of tenancy.

23 **Fixtures and Fittings**

23.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

23.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule

of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

24 **Alterations and redecoration**

24.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

24.2 Not to permit any waste, spoil or destruction to the Premises.

25 **Empty Premises**

25.1 Before leaving the Premises vacant for any continuous period of 21 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

25.2 The Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather by heating the property to a minimum level to prevent the aforementioned freezing of pipes and subsequent damage.

25.3 To ensure that at all time when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

25.4 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

26 **Drains**

26.1 Not to overload, block up or damage any of the drains, pipes, wires, cables, or any apparatus or installation relating to the services serving the Premises.

26.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

26.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets, or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

27 **Affixation of items**

27.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

27.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

28 **Washing**

Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

29 **Costs and charges**

29.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

29.2 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

30 **Refuse**

To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

31 **Smoking**

Smoking is not permitted within the property. The Tenant agrees that neither they nor their guests will smoke tobacco or any other substance either inside the property or directly outside the property. This includes not smoking leaning out of windows, hatches or using fire escapes or fire doors. If there is any evidence either during or at the end of tenancy that the Tenant or their guests have smoked within the property The Landlord reserves the right to charge in full for the cost of the cleaning of all carpets, all hard and soft furnishings, redecoration of all areas that have been affected by tobacco or other smoke. If there are any cigarette burns in the carpets or hard or soft furnishings the cost of a replacement will be charged in full.

32 **Mattress Covers**

In the majority of our properties the landlord provides a mattress cover to protect the mattress from staining. This item is provided for your benefit to try and negate charges for mattress staining. This mattress cover will be expected to be laundered and put back on the bed at the end of tenancy. If this is not done and the mattress cover is missing or is soiled then the cost of a replacement will be deducted from your deposit at the end of tenancy. Please note this not an under sheet and is not to be used as such.

33 **Garden**

The Tenant is responsible for keeping such areas neat and tidy and properly cultivated and free from rubbish and weeds (where applicable)

34 **Inventory and Check-out**

34.1 At the end of Tenancy the Tenant shall give the Landlord vacant possession and shall return the keys, including post box and window keys, of the Property and any laundry cards or key fobs supplied and

remove all furniture owned by the Tenant, personal effects and rubbish and leave the property and the Landlord's fixtures and fittings in a clean and undamaged condition in accordance with the documentation supplied to you prior to your date of vacation, fair wear and tear excepted.

34.2 At the end of the tenancy, the Landlord shall perform such checks as are necessary as to the condition of the Property and the Landlord's fixtures, fittings and effects in the Property and/or as stated in the inventory. An appropriate deduction shall be made from the Deposit by the Landlord where he determines that any part in or about the Property and/or any fixtures fittings and effects require repair, replacing or making good where such loss or damage has been caused during the Term of the tenancy.

34.3 At the end of the Tenancy the Landlord shall, if he so deems necessary, arrange for the Property to be cleaned, so that the property is handed back in the same condition and state of repair as at the start of the tenancy, fair wear and tear expected.

34.4 The cost of such cleaning to return the property to the same condition and state of repair as at the start of the tenancy, fair wear and tear expected, shall be borne by the Tenant and shall be deducted from the Deposit.

34.5 If after the expiration or sooner determination of the Term any property of the Tenant or any other third party remains in or on the Property and the Tenant fails to remove the same within 3 days after the Landlord requests the Tenant to do so, then the Landlord may dispose of the said property as he sees fit. In such an event, the Landlord may make a reasonable deduction for any costs and charges he incurs.

34.6 The deposits or the balance of the deposit, taking into account the matters above, shall be returned to the Tenant via post in the form of a banker's cheque within 30 days of the Tenant vacating the Property, providing no deductions are made and that there are no ongoing negotiations relating to the deposit deductions.

35 **Notices**

To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

36 **Headlease**

To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

37 Smoke and Carbon Monoxide Detectors

37.1 The Tenant agrees to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms months to ensure they work.

37.2 The Tenant agrees to keep all carbon monoxide detectors in good working order and in particular to replace all batteries as and when required or notify the landlord immediately if there is a fault.

37.3 The Tenant agrees not to cook or prepare food, use a microwave oven, a rice steamers or similar appliances, in the bedroom or bathroom areas.

37.4 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord.

38 Burglar Alarms

38.1 The Tenant agrees to set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

38.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm the notification in writing.

38.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

39 Immigration Act

If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

The Landlord agrees with the Tenant as follows:

40 Quiet Enjoyment

That the Tenant paying the rent and performing and observing the obligation on the Tenant's part contained in this Agreement shall

peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

41 **Insurance**

To insure the Premises and the Fixtures and Fittings specified in the Check-in Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

42 **Interest and Consents**

That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from superior Landlord, mortgages, insurers or others) have been obtained.

43 **Repair**

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-in Inventory, within a reasonable time frame, provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to the Premises and the equipment and effect in a Tenant-like manner.

44 **Safety Regulations**

44.1 The furniture and equipment within the Premises comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

44.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant prior to occupation.

44.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

44.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

45 **Legionella**

The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

It is mutually agreed as follows:

Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

46 Rent Review

It is agreed that the rent as defined in this agreement will be reviewed annually.

47 Repair

47.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

47.2 The Landlord shall take all reasonable steps to ensure that they Premises shall comply with the Home (Fitness for Human Habitation) Act 2018.

48 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 6.5 hereof at the end of tenancy.

49 Data protection and confidentiality

The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU)

2016/679. Further details regarding this processing activity is set out in the associated

Privacy Notice, which can be found at: <https://www.bristoldigs.co.uk/privacy-policy>

50 **Council Tax**

The Tenant is responsible for performing his obligation (under Local Government Finance Act 1992 or regulation made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder. The Tenant agrees that if during the tenancy they cease to be granted exemption from paying council tax, by the council, then they will immediately become responsible for the council tax in full. If the council tax is not paid either directly

to the Council or to the Landlord then the Tenant agrees that the Landlord will deduct the relevant amount from the Tenant's deposit at the end of tenancy. If this amount is greater than the deposit amount held the Tenant agrees to pay the balance in full directly at the expiry of the tenancy.

51 **Forfeiture**

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

52 **Interruptions to the Tenancy**

52.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

52.2 If the Premise are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

53 **Notice**

53.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Abode Property Management Limited managing the DIGS brand, 1 Triangle South, Clifton, Bristol, BS8 1EY.

53.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

53.3 Service shall be deemed valid if sent by email to email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own.

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: admin@bristoldigs.co.uk

Both the Tenant and the Agent/Landlord confirm that there is no limitation to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

54.4 Two months prior to the end of the initial fixed term notice will be given to quit at the end date of the fixed period.

54 Jurisdiction

This Agreement will be subject to the jurisdiction of Court in England and Wales

55 Documentation

The Tenant acknowledges receipt of the documents listed in the Guidance Notes for

Tenants which are available to view on their StuRents Account.

Additional Guidance and Notes for Tenants:

This document is designed to give you as much information as possible to guide tenants through the letting process in a hassle free and information manner. It is imperative that you read and understand the below notes prior to signing this agreement.

Viewing a prospective property:

Viewings are strictly by appointment only and must be arranged through our office, we have to give regard to existing tenants to ensure any disruption is kept to a minimum. In addition to this 24

hours' notice must be given to existing tenants when booking a viewing unless we are already pre- booked in to view that property with other groups. The majority of our viewings during the busy periods are carried out as block viewings. A full list of properties can be found on our website www.bristoldigs.co.uk including full details and photographs. All tenancies are for a 12-month period from 1st July unless otherwise stated.

Securing a property

Once you have chosen your property you will be required to pay a Deposit. This deposit will be registered and protected within the 'MyDeposits' government recognised scheme. For further information about our Tenant Fees please visit www.bristoldigs.co.uk

Once you have paid the Deposit and signed the tenancy agreement, the property will be secured and taken off the market. Please note that properties are secured on a first-come, first-served basis. As the Landlords Agent we reserve the right to not let a property to an individual should we decide it is in the best interest of the Landlord, or have taken instructions directly from the landlord to such effect.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

In the present case, it has been agreed that the relevant period will be extended to the signature deadline stipulated on your StuRents account.

If at any time during the extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application

or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be revert to being part of the security deposit for the remainder of your tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

Rent Payments and Parental Guarantors

A UK parental guarantee is required for all student tenants; this is a guarantee for the rent payments for the duration of your tenancy period. The guarantor form will be sent to your guarantor via email through StuRents (unless you are advised otherwise) and it is imperative that we receive this back, signed by your guarantor, within 15 working days. We cannot continue to process your application until all sections of StuRents are returned and signed from all tenants and all of the first quarter's rent has been paid by all tenants. You will not be allowed to move into the property until

all forms are returned and signed by all tenants and guarantors and all rent has been paid by all tenants. This will affect all tenants who are joint and severally liable.

Please note that if there is not a suitable UK guarantor provided the full rent for the fixed term of the tenancy will be payable in advance prior to 1st June or one month prior to the start of the tenancy if not a 1st July start date, without exception. Following payment of the deposit and agency fee at the reservation appointment or over the telephone, you must then pay the first quarters rent within 14 days or we will remarket the property. Please note that a suitable UK guarantor is a person who is: A UK citizen, a resident UK home owner, aged between 25–70 years of age, who is in full time employment. The guarantor will only be accepted as suitable subject to additional references or credit checks as the landlord/his agent see fit.

Energy Performance and Gas Safety certificates

Tenants accept that energy performance and other safety certificates will either be sent directly to them via email or made available to the Tenant via their StuRents account. Where applicable gas safety certificates will be provided to the Tenant on or around the key collection date, or will be at the property the tenancy begins.

Bike store/parking permits

There is bike storage in some of our properties. Parking permits (although in limited supply) may be available direct from Bristol City Council. Please note we do not allow bikes to be stored within the properties themselves. Most properties do not have any allocated parking spaces.

Refuse/Cleaning

Please see the Bristol City Council Website to find out your bin collection days. In some of our properties rubbish is collected by the landlord at least 3 times a week. Any refuse dumped in the communal areas will be removed and charged back to the tenant via a deposit deduction. Please ensure when putting rubbish out for collection that all rubbish is put into secure black bags which must be secured tightly and only put outside the flat the night before collection day. If you have a refuse receptacle please use it and ensure the lid is shut.

Mattress Covers

In the majority of our properties the landlord provides a mattress cover to protect the mattress from staining. This item is provided for your benefit to try and negate charges for mattress staining. This mattress cover will be expected to be laundered and put back on the bed at the end of tenancy. If this is not done and the mattress cover is missing or is soiled or stained, then the full cost of a replacement will be deducted from your deposit at the end of tenancy.

Door Locks

Please be aware that individual room keys will not be supplied for the bedrooms and the landlords will not supply or fit them. If locks are fitted or cylinders altered or changed without permission, you will be charged the full cost for a locksmith to return the door and lock to its original state. Replacement door keys will be charged as per our tenant fees schedule which is available at www.bristoldigs.co.uk.

Moving out

It is very important that the flats are handed back to us at the end of the tenancy in a clean and undamaged state. A cleaning guideline sheet will be sent out to all tenants to make sure that we are all clear on what needs to be cleaned and to what standard. If the property has been left clean and maintenance free your deposit will be returned to you quicker and without deductions. If, however you do not leave the flats in the condition that they were in at the start of the tenancy

(after cleaning) local cleaning companies normally charge £15.00 - £20.00 per hour plus VAT for cleaning services and £25 per hour plus VAT for decorating. Carpet cleaning and other damage will be assessed and charged accordingly.

Tenants Insurance

Tenants should be aware that the Landlord's property insurance does not cover tenants' possessions. We would strongly advise Tenants to individually insure their own belongings.

Information for Tenant wishing to break tenancy

Please refer to our Tenant Fee schedule for information relating to costs associated with variation of contract, change of sharer or early termination at the tenants' request. Our tenant fee schedule is available at www.bristoldigs.co.uk

Renewal of a Tenancy

If at the end of the fixed period tenants wish to renew their tenancy and remain at the property for a further 12-month period, or less only if agreed in writing by the Landlord. Renewal will be strictly at the discretion of the Landlord or their Agent.

I/We have been given a copy of the tenant's advice notes and confirm I/We have read and understand the contents and agree to the conditions therein.

I/We agree that Abode Property Management Limited may share the information received in terms of references, with the Landlord/Owner of the property we are letting.

I/we agree to receive communication from Digs in relation to the

abovenamed property. I/we, the undersigned, declare that the above

information is understood and acceptable.

Disclaimer: Abode Property Management Limited managing the DIGS brand always endeavour to maintain accurate depictions of properties in all our floor plans and descriptions, however, these are intended only as a guide only, especially if the property is being reserved off plan. Therefore, potential tenants must always satisfy themselves by personal inspection. I/we, the undersigned, declare that the above information is understood and acceptable.

Signatures

TENANTS

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX,
United
Kingdom

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX,
United
Kingdom

(Not signed)

LANDLORD

(Not signed)

Guarantor contract

To: The property company c/o Abode Property Management Limited managing the DIGS brand(or such other landlord who may purchase the property during the continuance of the tenancy specified below) owner of ('premises')

I/We: **Mr Example Guarantor**

Of (address):

Telephone number (including STD code):

I/We stand as guarantor for **Mr Lead Tenant** and will subsequently agree to guarantee:

a) I/We hereby guarantee to you the payment of the total rent due by my son/daughter/ward/other and payable under the Tenancy Agreement or any extension thereof arising now or at any time or times hereafter deducting there from any payments previously made by my/our son/daughter/ward/other.

b) This guarantee shall only extend to the payment of rent and not to any other liability arising under the Tenancy Agreement.

c) I/We agree that you are at liberty to grant to the Tenants under the Tenancy Agreement such extension of credit or time for payment or other indulgence as you may think proper without discharging or impairing my/our liability hereunder.

This guarantee will stand for the course of the Tenancy (dates specified below) and any extension of the tenancy. The guarantee will only cease when the tenants have moved from the property and all payments in respect of that property have been received.

Dates of Assured Shorthold Tenancy Period – xx/xx/xx – xx/xx/xx

Rental due: £XXX as per the terms of the tenancy agreement

Notes

1) This guarantor creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

2) Any neglect of the Landlord in endeavoring to obtain payment of the Rental by the Tenant shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.

3) Where the rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to indemnify the Landlord or Agent against any claims arising from overpayment which may be made by the local authority in relation to the specified Tenant(s), and to pay such claims on demand. Such overpayments may occur at any time, either during the currency of the tenancy or within six years thereafter.

Signature

Mr. Example
Guarantor

(Not signed)

