

ASSURED SHORTHOLD TENANCY AGREEMENT

The Landlord

Date:

Name:

The Tenant

Name:

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement and their obligations shall be joint and several).

The Property:

Together with the fixtures and fittings and also the items set out in the inventory (if applicable).

The Term

For a fixed term commencing by appointment after midday on 2019 and expiring at 10am on 2020.

The Rent

At a rent of £ per calendar month payable quarterly in advance by standing order. The first quarterly payment must be received at least a full calendar month prior to the start date of the tenancy. If there is not a suitable UK guarantor provided then 3 month's rent must be paid within 14 days of the reservation appointment and then the 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.

Method of Payment

By standing order, or if payment of rent in full for the fixed term, by bank transfer, payable to Digs. The first quarters rent will be collected at least a month in advance of the start of tenancy date, payable by bank transfer only.

The Deposit

The deposit shall be £500.00 per person (or the equivalent of one month's rent if this figure is higher).

Details of Agent

Abode Property Management managing the DIGS brand @ 1 Triangle South, Clifton, Bristol, BS8 1EY. Tel: 0117 9308750; fax: 0117 3169714.

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Important Notes for Tenants

This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.

Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

- This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
- The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured
- The Landlord will keep the Property and the Landlord's Contents insured against loss or damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikes, lockouts, earthquakes, storm or flood, escape of water from any tank apparatus or pipe, impact of any road vehicle, accidental escape of water from any automatic sprinkler installation, theft, subsidence ground heave or landslip, accident and any other risks perils and usual contingencies as the Landlord may properly deem necessary in the full cost of rebuilding and reinstatement including architects and other professional fees the costs payable on applications for planning permission or other permit or consent that may be required in relation to the rebuilding or reinstatement of the Property the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses and one year's loss of Rent.

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- This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
- Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
- This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

Terms and Conditions

1 General

- 1.1 In this Agreement any reference to the masculine includes the feminine.
- 1.2 This Agreement is for an Assured Shorthold Tenancy.

2 The Property

The Property is the Property specified above, and where applicable, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory (if any).

3 Rent

The Tenant shall pay the rent by the method and at the times specified above.

4 The Deposit

- 4.1 The Deposit will be protected by My Deposits in accordance with their terms and conditions. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk
- 4.2 The deposit will act as security against breach by the tenant of any part of this agreement at any time including compensation for cleaning,

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damage to the premises, its fixtures and fittings or for missing items for which the tenant may be liable subject to an appointment or allowance for fair wear and tear.

- 4.3 The deposit shall not be treated as rent by the tenant and rent is required to be paid in full to the end of the tenancy.
- 4.4 Subject to the My Deposits scheme rules, we will endeavour to return the deposit, less any deductions, within 30 days. The deposit is returned less any deductions made for cleaning, damage or missing items. This will be returned via cheque to the named tenant, unless requested otherwise in advance. This will be the case where we have been provided with a forwarding postal address otherwise the cheque will be held at the DIGS office ready for collection. If a UK bank transfer is requested in advance there will be a charge of £25 levied per transfer. If an overseas transfer is required there will be a charge of £25 per transfer. This will be done when possession of the property has been returned to the landlord and all keys have been returned to the landlord.
- 4.5 If the landlord sells his property the rules governing changes of landlords in relation to The TDS must be complied with. On compliance of these rules the landlord shall be released from all claims and liabilities in respect of the deposit or any part it.
- 4.6 Where more than one person comprises the tenant, the person who signed the inventory schedule of condition will be deemed to be the lead tenant and therefore act on the joint tenants behalf in respect of this. If the group decides to nominate a different individual to deal on behalf of the whole group this must be clarified in writing to DIGS in advance and agreed by all tenants. My Deposits will consider the agreement of the lead tenant as agreement by all the joint tenants as they are acting on behalf of the group.

5 Forfeiture and Interest on Payments in Arrears

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

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6 Insurance

- 6.1 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.
- 6.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property and shall make good to the Landlord any loss or extra expense arising from a breach of this clause.

7 Quiet Possession

The Landlord agrees, subject to the Terms and Conditions of this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

8 Communal Areas

- 8.1 The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.
- 8.2 The Tenant shall take reasonable care to ensure at all times that all common parts of the Property are kept clear of hazards and obstructions.
- 8.3 The Tenant shall not store bikes in the communal areas or inside the property.

9 Use and Condition of Property

- 9.1 The Tenant shall use the Property for residential purposes for occupation by the Tenant only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes. If the Tenant wishes a guest to stay at the property for more than two consecutive nights or on a regular basis at weekends or during the week then this must be agreed in writing beforehand with the landlord.
- 9.2 The Tenant shall keep the Landlord's furniture, fixtures, fitted effects in the Property in at least as good repair and condition as they were at the start of the tenancy and shall make good all damage and undue wear and replace with similar articles of equal value all articles which are destroyed or lost or damaged or unduly worn and incapable of reinstatement. The Tenant shall not remove any of the said furniture, fixtures, fittings and effects from the Property nor from the rooms in which they are in. The Tenant shall not store bikes within the property.

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- 9.3 The Tenant shall replace all broken glass, electric light bulbs, fuses and lost or damaged keys as and when necessary and at the end of the tenancy prior to the check out appointment.
- 9.4 The Tenant shall be responsible for testing all smoke detectors and carbon monoxide detectors fitted in the property and are also responsible for replacing the batteries as and when necessary.
- 9.5 The Tenant agrees not to cook or prepare food, use a microwave oven, a rice steamer or similar appliances, in the bedroom or bathroom areas.

10 Assignment

The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord.

11 Nuisance

The Tenant shall not (nor allow others/guests) to cause nuisance, damage, disturbance, injury, inconvenience or annoyance to the Landlord, the Landlords employees, Agents or Contractors, other tenants or any neighbours or to any of their property. The Tenant shall be responsible for their guests at all times, especially when arriving or leaving the property.

12 Damages

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property. The Tenant is fully responsible for their guests at all times.

13 Alterations to Property

- 13.1 The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external and/or internal decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings without the Landlord's written consent, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.
- 13.2 The tenant shall not glue, stick (particularly with blue tack), nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Property or its contents without the Landlord's written consent.

14 Locks and doors

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The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord. Any damage to the doors, frames or walls caused by this will be chargeable in full to the tenant at the end of tenancy.

15 Children and Pets

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

16 Cleaning and Maintenance

- 16.1 The Tenant shall keep the interior of the premises clean, tidy, in good repair and condition and in good decorative order, subject to the Landlord providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.
- 16.2 The Tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable).
- 16.3 The Tenant is responsible for the keeping clean of any carpets, curtains, furnishings or other items listed in the inventory (if any).
- 16.4 The Tenant is responsible for the cleaning of the insides of all windows.
- 16.5 The Tenant shall ensure that all rubbish is deposited in sealed bin liners and removed from the Property daily ready for collection (daily or otherwise) by the appropriate party.
- 16.6 The Tenant shall keep in good repair and condition the exterior of the front door to the Property.

17 Garden

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

18 Repairing Damage

The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.

19 Reporting Disrepair

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The Tenant shall report immediately to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

20 Utilities

- 20.1 Utility bills are included in the rent. Please note that this excludes internet, (other than that provided by the landlord, if relevant), council tax and telephone.
- 20.2 The Tenant shall not do anything that may cause the disconnection of any of the supplies in the communal areas. The Tenant agrees **not** to change any utility supplier without notifying Digs office. The Tenant is responsible for changing the names on the household account of the utility suppliers when they move into the property.
- 20.3 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 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.

21 Television Licensing

The Tenant shall be responsible for obtaining and for payment of a television license, where applicable. Please note that this applies equally if the landlord supplies a television or does not and also if a television has been left at the property by the former tenants.

22 Council Tax

The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder. The Tenant agrees that if during the tenancy they cease to be granted an exemption from paying council tax, by the council, then they will immediately become responsible for the council tax in full. 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.

23 Rights of Access

The Tenant shall allow the Landlord, the landlords employees, agents or contractors access to the Property at reasonable hours during the

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day, to inspect the condition of the Property or to carry out repairs or other works to the Property or any adjoining property or to carry out maintenance of the appliances or for any purpose connected with the interest of the Landlord in the Property or their disposal, change or demise with or without any prospective tenants or purchasers. The Landlord will carry out regular inspections every month on or close to the last Tuesday or Wednesday of the month. The Landlord shall give reasonable notice to enter the property and will to give 24 hours' notice to do so. In the event of an emergency the Tenant should always allow immediate access.

24 Property Left Unattended

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 21 consecutive days and in such a case, 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 Moving Out

At the end of the Tenancy the Tenant shall give the Landlord vacant possession and shall return all 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.

26 Inventory Check, Cleaning and Return of Deposit

- 26.1 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 of the fixtures, fittings and effects require repair, replacing or making good where such loss or damage has been caused during the Term of the tenancy
- 26.2 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 excepted.
- 26.3 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

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excepted, shall be borne by the Tenant and shall be deducted from the Deposit.

26.4 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.

26.5 The deposit or the balance of the deposit, taking into account the matters above, shall be returned to the Tenant within 30 days of the Tenant vacating the Property providing no deductions are made.

27 Charges and Expenses

27.1 In the event of a breach of the Tenancy Agreement by the Tenant (including late payment of rent), the following charges may be made:

27.1.1 An administration charge of £12.50 plus vat may be made for each telephone call or email dealing with any matters arising from a breach of the Tenancy Agreement

27.1.2 An administration charge of £12.50 plus vat may be made for each letter or email written in dealing with any matters arising from a breach of the Tenancy Agreement.

27.1.3 An administration charge of £30 plus vat may be made for any stopped or returned cheque issued by the Tenant.

27.1.4 A charge of £150 plus vat when a credit Agency is instructed to collect rent arrears on our behalf.

27.1.5 The charge for the return of overpaid funds via bank transfer or via cheque will be £25 plus vat.

Any or all of these charges may be waived at the discretion of the Landlord.

27.2 The Tenant shall be liable for all costs and expenses incurred by the Landlord (including but not limited to legal and professional fees) arising from any breach of the Tenancy Agreement by the Tenant including such costs and expenses in or incidental to the recovery from the Tenant of any rent arrears or the service of any notice relating to any breach by the Tenant of any of his/her obligations. Minimum cost for court action is £200 plus vat.

27.3 In all West End, and associated companies, properties the communal hallways will be cleaned, by the landlord, on a regular basis. You will be informed of the bin collection days and in the majority of our properties rubbish is collected by the landlord at least 3 times a week.
In these properties the landlord charges a £5 fee per quarter to

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each tenant which will be deducted from your deposit at the end of the tenancy as a contribution towards our costs for providing this waste removal and cleaning service. Please try and keep any rubbish awaiting collection to a minimum in the communal areas

- 27.4 There is no break clause contained in this tenancy. The landlord is under no obligation whatsoever to release you from the terms and conditions of the tenancy agreement that you have signed. The tenancy agreement is a legal document that is binding. Having signed the tenancy agreement, you and your guarantor are legally responsible to pay the agreed rent in full and on time until the end of the fixed period.

If you do not wish to proceed with a reservation or if you wish to break a current tenancy agreement by substituting a tenant, your options are: to find a suitable replacement to take your place or to continue with your tenancy as per the terms of the agreement.

If a suitable replacement is found, accepted by the Landlord/his agent and then consequently signs a new agreement, ensures all relevant payments are made, (including deposit, rent and fees where applicable), the Landlord may then be in a position to formally release you from your responsibilities under the signed tenancy.

If you do find a suitable replacement tenant your liability would be limited to the reasonable expenses incurred by the landlord, the rent in full until the date when the new tenant moves in and our charge as the Landlord's agent to facilitate the changes of tenant which amounts to £495.00 plus VAT. This fee may be split between ingoing and outgoing tenants strictly by agreement with the agent and this arrangement is subject to any legislative changes relating to tenants' fees.

Please be aware that the outgoing tenant(s) are required to confirm in writing that they agree to this charge prior to us proceeding with the process. NB: No work on the process will begin on our part until the fee has been paid in full in cleared funds.

Any fees relating to this process are non-refundable. Deposit and overpaid rents will be returned only after necessary deductions have been made to cover the reasonable costs incurred by the landlord and/or his agents, damage to the property and any outstanding rent owed.

Please be aware that paying the Change of Tenant Fee does not mean that you have been released from your responsibilities and does not alter the fact that the rent must be paid in full and on time up until the point the process is complete. If rent ceases to be paid in line with the terms of the signed agreement the process will be halted.

Please note that if the person that has left or wants to leave does not pay their rent then all tenants and guarantors named on the agreement

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will be liable to cover any unpaid rent due to the joint and several natures of the tenancy agreement.

Incoming tenants need to be made aware that they are agreeing to take the property as per the original inventory that was issued at the start of the original tenancy. It is the responsibility of the incoming tenant prior to the move in date to view the room with the outgoing tenant and agree that they are satisfied with the condition. It is the outgoing tenant's responsibility to ensure that the room is handed over in a clean and tidy condition and that any damage is reported to the Landlord/agent and paid for as required.

Please note that no change of sharer will be dealt with in any way between 1st August and 2nd September.

28 Notices

Any notice required to be served under this Agreement shall be sufficiently served if sent by email or by first class recorded delivery post, in the case of the Tenant to the address of the Property specified above, or in the case of the Landlord to DIGS office.

29 Non-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 evidence either during or at the end of the tenancy that The Tenant or their guests have smoked within the property The Landlord reserves the right to charge in full for the cost of the cleaning of all carpets, all hard and soft furnishings, redecoration of all areas that have been affected by tobacco or other smoke. If there are any cigarette burns in the carpets or hard or soft furnishings the cost of replacement will be charged in full.

30 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 cost of a replacement will be deducted from your deposit at the end of tenancy. Please note this is not an under sheet and is not to be used as such.

31 Renewal

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

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agreed in writing by the Landlord, there will be a renewal fee of £100 excluding VAT (£120 including VAT) chargeable to tenant. Once this has been paid by all tenants a new tenancy agreement will be drawn up and signed by all parties. Renewal will be strictly at the Landlords or their Agent's discretion.

Abode Property Management managing the DIGS brand as agent for DIGS (Bristol) Limited, 1 Triangle South, Clifton, Bristol, BS8 1EY

The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this Agreement.

Tenant's Advice Notes

Thank you for considering renting one of our properties. This document is designed to give you as much information as possible to guide tenants through the letting process in a hassle free and informative manner. It is imperative that you read and understand the below notes prior to signing the declaration attached. If you have any questions or anything that you do not understand during the reservation process, please ask a member of staff immediately.

Viewing 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 into 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 our properties can be found on our website www.bristoldigs.co.uk including full details and photographs. All tenancies are for a 12-month Page 12 of 20 period from 1st July unless otherwise stated.

Securing a property

Once you have chosen your property you will be required to pay a Deposit of £500 (or the equivalent of one month's rent, whichever is higher) and an Agency Fee which amounts to 40% + VAT (48% including VAT) of one month's rent. This can be paid by cash or debit card only at our office. The deposit is then protected within the 'My Deposits' government recognized deposit scheme. For further information please visit www.mydeposits.co.uk.

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Please note that some of our studio and one-bedroom apartments offer a reduced deposit of £350.00.

Once you have paid the Agency Fee and the Deposit and then 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. But as the landlord's agents we reserve the right to not let a property to an individual should we decide it is in the best interest of the landlord. If you are unable to move into the property for any reason, a replacement tenant must be found (by you) and the Deposit will only be refunded to you once the new tenants' Deposit has been paid and cleared into our bank account. It is important that you note, any fees other than the deposit relating to this process are strictly non-refundable.

Rent payment and parental guarantees

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 must receive this back, signed by your guarantor, within 3 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 quarters 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 and you will lose your agency fee. 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.

Rent is payable quarterly in advance. The first quarters rent is payable by bank transfer only on 1st June, (or one month prior to the tenancy start date if not a 1st July start). The three remaining quarters are payable strictly by standing order on 1st October, 1st January and 1st April. If your tenancy start date is not 1st July, please ask for further details on quarterly rental payment dates. Full payment details will be sent to the Tenant via email.

You are responsible to make rent payments in full and on time as per the terms of your tenancy agreement. The office will write, telephone

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and/or email you, your co-tenants (if applicable) and your guarantor if your rent is late. There will be a charge of £12.50 plus VAT per individual letter, email or call made to the Tenant and/or their guarantors. Normally late rent payment will be officially chased and charged for at intervals of 7, 10, 15 days and then on a regular basis until payment is made in full. After 28 days or more of arrears we reserve the right to instruct a credit agency to collect the funds owed on our behalf. This will incur a cost of £150 plus VAT. If the credit agency is unable to collect the funds on our behalf, then the matter will be placed in the hands of our solicitors to file for court action and all fees incurred will be the tenant's responsibility. Please note that the payment dates are set dates that are due dates for us to receive the rent. You will need to ensure that you have the correct funds in you/your guarantors account in good time to be able to cover these payments. If you are relying on a student loan to be able to make the relevant payments, you should be aware that payments must still be made in full and on the due date stated.

Please be aware that you are responsible for cancelling this standing order when your tenancy comes to an end. If rent payments are made into our account after your tenancy has ended there may be a delay in returning the funds and an administration fee of £25.00 plus VAT will apply to return the funds.

Dual Occupancy rent surcharge in Studio Flats and One-bedroom apartments

In some of our studio and one-bedroom apartments there is an additional £75 per calendar month rental charge when two tenants wish to live in one apartment. This charge is to cover the additional wear and tear to fixtures and fittings and/or increased level of utilities at the property due to increased tenant numbers. Please ask a member of staff if this charge applies to your reservation prior to the reservation appointment.

Utility Charges

Rent is exclusive of other outgoings such as water, sewage, electricity (including common supplies), gas & telephone. Most properties have separate supplies for all services. In properties managed by Digs we will take a meter reading when you move into the property. We aim for this reading to be available to tenants on request 7 days after the start of tenancy. It is the tenant(s) responsibility to contact the utility company and provide the tenants details. If the tenants fail to set up an account then Digs are permitted to provide the utility provider with the name and full contact details of the tenant(s) on request and reserve the right to charge a fee of £25.00 plus VAT for this service.

In properties managed by Digs meter readings will be taken again when you vacate the property. You must not arrange for any services to be disconnected. Please note that we are not always able to take water meter readings. It is the tenant's responsibility to close and finalise accounts with Gas, Water and Electric utility companies after

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the contract end date. You must inform utility companies of your official contract end date not the date you vacate the property. Failure to provide the correct information may result in Digs having to deal with providing the utility companies with name/email/address/phone numbers of tenants. An administration charge of £25.00 + VAT may be charged to the tenants if the information they provided to the utility companies was incorrect or false.

The Tenant is responsible for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. This includes the supplies in the communal areas. The Tenants will be charged for these communal area utility charges either at the end of the tenancy via deduction from the security deposit or by a recharge on the requested rental amount on a quarterly basis. Please note that if there is a surplus amount this will be refunded at the end of tenancy. The Tenant shall not do anything that may cause the disconnection of any of these supplies. The Tenant agrees not to change any utility supplier without notifying the agent/landlord.

The majority of our properties have TV & telephone points for internet/phone connection, but not all properties. 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 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.

Utility Suppliers

It is very important that we are aware at all times which company provides the gas and electricity for our properties. This is so that we are able to easily provide the relevant companies with the details of ingoing and outgoing tenants and their meter readings at the end of tenancy. It is greatly in your interest to let us know if you intend to change your utility supplier during the tenancy. This is so that there is no chance of you being penalized by the companies due to non-payment of the final bills, if they are unable to contact you due to the fact that you have not informed us of a change of supplier.

Council tax

The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder. The Tenant agrees that if during the tenancy, they cease to be granted an exemption Page 14 of 20 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

Initials_____

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amount is greater than the deposit amount held the Tenant agrees to pay the balance in full directly at the expiry of the tenancy. Full time students are currently exempt from council tax; however, any working tenants will be responsible for making their own council tax payment. It is the student's responsibility to complete and return a student exemption certificate form to Bristol City Council.

Inventory and moving in arrangements

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

Energy performance and Gas Safety certificates

Tenants accept that energy performance certificates will be sent directly to the tenant via email. Where applicable gas safety certificates will be provided to the tenants on or around the key collection date.

Bike store/parking permits

There is bike storage in some of our properties. Parking permits (although in limited supply) may be available 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

In the majority of our properties the communal hallways will be cleaned, by the landlord, on a regular basis. You will be informed of the bin collection days and in the some of our properties rubbish is collected by the landlord at least 3 times a week. In these properties, the landlord charges a £5 fee per quarter to each tenant which will be deducted from your deposit at the end of the tenancy as a contribution towards our costs for providing this waste removal and cleaning service. Please ask at the time of reservation if this applies to your property. Please try and keep any rubbish awaiting collection to a minimum in the communal areas. Any refuse dumped in the communal areas will be removed and charged back to the tenant at a cost of £20 per bag. Please ensure 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. There are some exceptions to our rubbish collection service where our vehicle cannot gain access due to the road being too narrow, in these cases the normal council collection service should apply.

Mattress Covers

Initials_____

Date_____

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. Please note this is not an under sheet and is not to be used as such during the tenancy.

Maintenance

Please note that locking yourself out of your flat or losing your keys is not an emergency and there will be a charge of £75.00 if our maintenance staff are called for this reason out of hours and asked to attend such matters (even if they do not attend) they will collect this in cash from you at the time of the call out. Monthly or Quarterly inspections are carried out on all our properties to ensure that general maintenance standards are maintained and to ensure that the property is being looked after by the tenants. If during the tenancy, the property requires maintenance work, repairs/replacement of fixtures and fittings or interim cleaning to be carried out to rectify damage which has been caused due to the intentional/unintentional actions or neglect by the tenant(s), this will be invoiced to the tenant(s) immediately after the works have been carried out. Payment for invoices relating to these works is only to be made to the DIGS office and will not be deducted from your deposit.

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 at the key supplier's rate plus an administration charge for organizing and collecting the replacement. Please note that if it is a security suite key these charges may be as high as £25 plus VAT.

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) the cleaning companies normal charge is £20 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.

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Date_____

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 Tenants requesting to break or not proceed with a Tenancy.

There is no break clause in your tenancy. Please be aware that the landlord is under no obligation whatsoever to release you from the terms and conditions of the tenancy agreement that you have signed. The tenancy agreement is a legal document that is binding. Having signed the agreement, you and your guarantor are legally responsible to pay the agreed rent in full and on time until the end of the fixed period as stated in the tenancy agreement.

If you do not wish to proceed with a reservation or if you wish to break a current tenancy agreement by substituting a tenant then please see the information below to understand your options and responsibilities.

Your options are: -

- To continue with the tenancy as per the terms of the tenancy agreement
- To try to find a suitable replacement tenant to take your place

If a suitable replacement tenant is found, accepted by the Landlord/his Agent and then consequently signs a new agreement, ensures all relevant payments are made, (including deposit, rent and fees where applicable), the Landlord may then be in a position to formally release you from your responsibilities under the signed tenancy.

If you do find a suitable replacement tenant your liability would be limited to the reasonable expenses incurred by your landlord, the rent in full until the date when the new tenant moves in and our charge as the Landlord's Agent to facilitate the change of tenant process which amounts to £495.00 plus VAT. This fee may be split between ingoing and outgoing tenants strictly by agreement with the agent and this arrangement is subject to any legislative changes relating to tenants' fees.

Please be aware that the outgoing tenant(s) are required to confirm in writing that they agree to this charge prior to us proceeding with the process. NB: No work on the process will begin on our part until the fee has been paid in full in cleared funds.

Any fees relating to this process are non-refundable. Deposit and overpaid rents will be returned only after necessary deductions have been made to cover the reasonable costs incurred by the landlord

Initials _____

Date _____

and/or his agents, damage to the property and any outstanding rent owed.

Please be aware that paying the Change of Tenant Fee does not mean that you have been released from your responsibilities and does not alter the fact that the rent must be paid in full and on time up until the point the process is complete. If rent ceases to be paid in line with the terms of the signed agreement the process will be halted.

Incoming tenants need to be made aware that they are agreeing to take the property as per the original inventory that was issued at the start of the original tenancy. It is the responsibility of the incoming tenant prior to the move in date to view the room with the outgoing tenant and agree that they are satisfied with the condition. It is the outgoing tenant's responsibility to ensure that the room is handed over in a clean and tidy condition and that any damage is reported to the Landlord/agent and paid for as required.

Previous tenants who have found themselves in this position have found tenants on Gum Tree, social media networks or with the help of university accommodation offices.

When you advertise/speak to prospective tenants please ensure:

- The prospective tenant knows it is a student only property
- You provide your contact details not the Landlord or his Agent
- You organise the viewing of the property
- You assess the suitability of the replacement tenant in terms of being a full-time student who will fit in age wise with the group
- That the new tenant will require a guarantor or will be liable to pay the rent in full in advance

Please note that no change of sharer will be dealt with in any way between 1st August and 2nd September.

Information for the remaining/existing tenants at the property

The tenancy agreement you have signed hold all tenants and their guarantors legally responsible to pay the agreed rent in full and on time until the end of the fixed period of the tenancy agreement. This is regardless of the fact that one member of the group is not moving in or has left. Please note 'Tenant' constitutes the group not the individual in group tenancies.

Please be aware that if the person who has left or wants to leave does not pay their rent then you and your guarantors may still be liable to cover any unpaid rent due to the joint and several natures of the tenancy you signed.

Please be advised that as all tenancy agreements are completed via an external third-party portal, StuRents, all tenants and guarantors will be required to upload their information and re-sign the new tenancy

Initials_____

Date_____

agreement. This will incur a repeat fee of £1.00 per person. Should you wish to seek reimbursement please contact the outgoing tenant as this is not the responsibility of the agent.

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, there will be a renewal fee chargeable at £100 plus VAT (£120 inc VAT) per tenant. Once this has been paid by all tenants a new tenancy agreement will be drawn up and signed by all parties. Renewal will be strictly at the Landlords or their Agent's discretion.

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 managing the DIGS brand as agent for DIGS (Bristol) 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 above-named property.

I/We agree to pay a non-refundable Agency Fee (Administration Fee) to Abode Property Management managing the DIGS brand equal to 40% plus VAT (48% including VAT) of one months' rent prior to taking occupancy of the above-mentioned property. Following the viewing I/We agree to rent the property as seen and I/We are aware that I/We will lose my Agency Fee if I/We do not proceed with the letting of the property. There is a deposit payable which amounts to £500 (or one month's rent if that figure is greater) to be paid on reservation.

I/we, the undersigned, declare that the above information is understood and acceptable.

Disclaimer: Abode Property Management managing the DIGS brand always endeavor 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.

SIGNED by the Landlord/on behalf of the Landlord:

Signed by:

Print Name:

Initials_____

Date_____

Date:

SIGNED by the Tenants:

Signature of:

Print Name:

Date:

Signature of

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Initials_____

Date_____

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signed and checked by the Witness:

Name of Witness:

Address of witness:

Date:

Initials_____

Date_____