

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
and expiring at 10am on

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 post dated cheque.

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

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

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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 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 the communal areas, the landlord will either deduct the charge per tenant from the deposit at the end of tenancy or will add the pre calculated charge to the quarterly rental amount due. In the case of a fixed addition to the rent, any excess amount will be returned with the balance of deposit at the end of tenancy.
- 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.

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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 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 monthly inspections on or close to the last Tuesday or Wednesday of the month. The Landlord will give reasonable notice to enter the property and will 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

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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 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 £10 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 £10 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.

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.
- 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 each tenant which will be deducted from your deposit at the end of the tenancy as a contribution towards our costs for providing**

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this waste removal and cleaning service. Please try and keep any rubbish awaiting collection to a minimum in the communal areas

- 27.4 If you do not wish to proceed with a reservation or if you wish to break a current tenancy agreement you or your guarantor are legally responsible to pay the agreed rent in full and on time until the end of the fixed period of the tenancy agreement.

Your options are to continue with the tenancy and pay the rent or try to find a suitable replacement tenant to take your place (DIGS may be able to assist you in this if requested). If a new tenant is found and consequently signs a new agreement, the landlord may then be in a position to formally release you from your responsibilities, as long as all rent payments are paid in full right up to the date of release.

If you or the landlord find a replacement tenant then your liability would be limited to the reasonable expenses incurred by your landlord plus of course the rent in full until the date when new tenant moves in. The normal charge to the outgoing tenant to break the tenancy is £166 plus VAT (£200 including VAT) and there will be an agency fee chargeable to the incoming tenant of 40% of 1 months' rent plus VAT, which equates to 48% of one months' rent.

Please note that the landlord is under no obligation to release you from the terms and conditions of your tenancy agreement.

Any reservation or agency fees paid are non-refundable and any deposit held will be returned only after deductions have been made to cover the reasonable costs incurred by the landlord and/or his agents. If you wish us to re-market the property in an attempt to find a suitable replacement tenant then we will do so, but please be aware that this 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.

If it is a joint tenancy and you have asked us to re-market the room/property in an attempt to find a suitable replacement tenant, then we will do so. But, please be aware that this does not mean that you as a group have been released from your responsibilities and does not alter the fact that the rent must be paid in full and on time.

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 nature of the tenancy you signed.

NB When you are coming to the office to carry out a change of Tenant to enable us to even start the process of changing the tenancy agreement you **must**:

Bring the original signed copy of the tenancy agreement that you were given at the reservation appointment.

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All current tenants (excluding the outgoing tenant) and the new tenant must all arrange to arrive at the appointment together and to allow at least half an hour for the documentation to be drawn up and signed. Please note that we will not begin to draw up a replacement tenancy agreement unless all tenants are present.

Make the payment of the agency fee by the ingoing tenant and the change of tenant fee by the outgoing tenant prior to the new tenancy being drawn up.

Pay all relevant rents in advance.

28 Notices

Any notice required to be served under this Agreement shall be sufficiently served if sent 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 agreed in writing by the Landlord, there will be a renewal fee of £90 excluding VAT (£110 including VAT) chargeable to tenant. Once this has been paid by all tenants a new tenancy agreement will be drawn

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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.

SIGNED by the Landlord/on behalf of the Landlord:

Signed by:

Print Name:

Date:

SIGNED by the Tenants:

Signature of:

Print Name:

Date:

Signature of

Print Name:

Date:

Signature of:

Print Name:

Date:

Signature of:

Print Name:

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Signature of:

Print Name:

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Signature of:

Print Name:

Date:

Signature of:

Print Name:

Date:

Signed and checked by the Witness:

Name of Witness:

Address of witness:

Date:

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