

Declaration: (this must be signed by all Tenants)

I/We have been given a copy of the tenants 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 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.

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.

Signature _____ Print Name _____

Signature _____ Print Name _____

Signature _____ Print Name _____

Signature _____ Print Name _____

Signature _____ Print Name _____

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Signature _____ Print Name _____

Signature _____ Print Name _____

Date _____

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 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, cheque or credit/debit card, (please note that a surcharge of 2.5% will apply for credit card payment), 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.

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. Unfortunately, the Agency Fee is strictly non-refundable under any circumstances. An agency fee will be payable to DIGS by the replacement tenant of 40% of one months' rent plus VAT (48% including VAT). The tenant who is being replaced must pay a withdrawal fee of £166 plus VAT (£200 including VAT).

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's home address (unless otherwise directed by you) and it is imperative that we must receive this back, signed by your guarantor, within four weeks of the reservation date. You will **not** be allowed to move into the property until **all** forms are returned and signed from **all** tenants and **all** of the first quarters 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 and who is in full time employment.**

Rent is payable **quarterly in advance**. The first quarters rent is payable by post-dated cheque which, if a 1st July start date, will be banked on 1st June, (for July/Aug/Sept rent, to ensure the monies have cleared prior to the move in date). 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. We will send the person who is going to pay the rent, either the tenant or their guarantor, a standing order form to sign. When this signed form along with a post-dated cheque for the first quarters rent has been returned to us we will then forward the standing order to your bank to set up and the post-dated cheque will be banked on or around 1st June. If you wish to pay the first quarters rent by debit or credit card this must be paid no later than 4 weeks after the reservation date. Please note that we do not accept bank transfers for the first quarters rent.

You are responsible to make rent payments in full and on time. The office will write, telephone and/or email you if your rent is late at a charge of £10 plus VAT per individual letter or call. These letters will be sent out at intervals of 10 days, 20 days. 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 your/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 £10 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. When you move into the property we will take a meter reading and advise the service companies accordingly. The Tenant is still responsible for ensuring that the correct names are logged with the utility providers. When you vacate the property the meter readings will be taken again and you must not arrange for any services to be disconnected. Please note that we are not always able to take water meter readings. 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.

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. 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.

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

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 £50 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.

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.

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.

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.

If you decide that you do not wish to proceed with a reservation or if you wish to break a current tenancy agreement, please find below guidelines and information on how to proceed and what your options are:

The tenancy agreement you have signed 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 of the tenancy agreement.

Your options are to continue with the tenancy 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 and all paperwork is complete.

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 you 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 (48% including VAT).

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 may agree to 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

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.