

MR P WHITE AND MR J BARNFIELD

TENANCY AGREEMENT

relating to furnished premises at

Reference -----

Definitions

The Landlords: Barnfield and White

(Paul White / Jim Barnfield)

21 Amaranth Way, Up Hatherley, Cheltenham, GL51 3YU

Ph: 01242 863247

Email: info@accom4rent.com

Website: www.accom4rent.com

The Property: -----

The Term: 19/6/2017 - 15/6/2018 (52 weeks)

The Tenant or Tenants: All the named tenants on page 3

SAMPLE

The Landlords agree to let the Property for the Term together with the use of the common parts of the Property and services thereto to the following named Tenants

(PLEASE WRITE FULL NAME AND NORMAL HOME ADDRESS)

Tenant 1. LEAD TENANT (see item 1.41 below)

Full NameDate of Birth.....
AddressPostcode.....
Place of Study.....Title of course.....
Contact numberEmail Address.....Student Number (if known).....

Tenant 2.
Full NameDate of Birth.....
AddressPostcode.....
Place of Study.....Title of course.....
Contact numberEmail Address.....Student Number (if known).....

Tenant 3.
Full NameDate of Birth.....
AddressPostcode.....
Place of Study.....Title of course.....
Contact numberEmail Address.....Student Number (if known).....

Tenant 4
Full NameDate of Birth.....
AddressPostcode.....
Place of Study.....Title of course.....
Contact numberEmail Address.....Student Number (if known).....

Tenant 5
Full NameDate of Birth.....
AddressPostcode.....
Place of Study.....Title of course.....
Contact numberEmail Address.....Student Number (if known).....

All of the Tenants obligations in this Tenancy Agreement are on a joint and several basis so that the full extent of any claim in respect of any breach can be enforced at the Landlords discretion against all of the Tenants named above jointly as well as each of them individually.

These address details given above will be considered the Tenants' permanent place of contact and any notices sent to the Tenants at these addresses will be deemed as served.

Please note that all correspondence relating to deposit protection issues must be sent to the Lead Tenant.

Tenant obligations to the Landlords:

The Tenant agrees to

1. pay the rent in advance by

Monthly standing order direct to the Landlord's bank account (details on request) of ten equal payments of £ ----- on the 1st of every month. Starting 1/9/2017 up to and including 1/6/2018.

(10 months x £ ----- = £-----)

It is expected that individual tenants may wish to pay their share of the total rent separately.

- 1.2 pay a £1750 deposit plus £250 tenancy administration charge* (£2000) prior to entering into this Tenancy Agreement.

(*An administration charge of £50 per person is payable. This is a charge which is made for a contribution to administration costs including taking up any references, tenant checks, preparing and completing the tenancy agreement and inventories. It is not refundable. Instead it is a flat charge which we make. It is, therefore, not a tenancy deposit. It will not be paid back to you when the tenancy ends.)

The £1750 deposit will be returned to the tenant after this Tenancy Agreement has ended, less deductions (if any) for the costs of cleaning, repair to the fabric of the building and replacement of Landlords fixtures and fittings or any other breach of this Agreement (including non payment of rent and failure to supply a valid Student Certificate for Council Tax exemption) including any administration costs so incurred.

Please note the repayment of deposits will be delayed if all keys are not returned and there are remedial costs still to be quantified.

Deposits will be assumed to have been paid in equal shares by the named tenants only and will be returned to those tenants only at the address given in the tenant's details above.

The Property, fittings and contents will be in a clean and undamaged condition at the start of this Tenancy Agreement and recorded in an inventory and should be returned at the end of it in a similar condition taking into account fair wear and tear.

Deposits will be protected under the MyDeposits scheme, an insurance based government backed scheme approved by The National Landlord Association. For further information see www.mydeposits.co.uk .

- 1.3 An inventory will be checked and signed by both the Tenants and Landlords or their representatives at the start and end of this Tenancy Agreement. Please note Tenants agree the inventory may be signed by any one Tenant on behalf of all other Tenants.

- 1.4 pay the rent to the Landlords at the times and in the manner specified. The Tenant agrees to pay an additional fixed sum of £10 for each week, or part of any week, during which any part of the rent remains outstanding, unless otherwise previously agreed with the Landlords in writing.

Deposits may not be deducted by tenants from any rent payments. Rent payments not made in full at the agreed time and agreed amount will be considered non payment of rent.

- 1.5 pay a fixed administration charge of £15.00 any payment which is dishonoured by the bank.

- 1.6 provide a Guarantor to cover any arrears and additional obligations arising from this Agreement that the deposit is insufficient to cover, and to update the Landlord of any changes to the details or circumstances of the Guarantor.

- 1.7 acknowledge that gas, electricity, internet broadband subscription, and water charges are included in the rent. Please note gas consumption is included up to 2200 metered units and electricity consumption is included up to 6000 metered units for the Property for the 52 week term. If total consumption for the term exceeds this amount, the excess may be charged to the Tenants at cost. Meters will be read at the start and end of this Tenancy Agreement and noted in the inventory.

- 1.8 not misuse the internet access provided by the Landlords and also acknowledge that the Landlords are not responsible for any content sent or received via the internet access provided and themselves assume full responsibility.

- 1.9 not contact the landlord, nor to permit anyone else to do so on their behalf, in unsocial hours or outside 0900- 1700 hrs Monday - Friday, unless in an emergency. (A temporary inconvenience is not an emergency!)
- 1.10 advise the Landlord immediately and in writing of any changes of address, contact details, immigration status or other circumstances to that originally supplied in the Tenancy Application form, the NLA Tenant Check form, and this Tenancy Agreement.
- 1.11 report all necessary repairs and maintenance to the Landlords and inform the Landlords of such repairs/maintenance if they have not been carried out within an agreed period of time. Damage caused by neglect that could have been avoided by advising the Landlords promptly of the problem may be charged to the Tenants. To avoid any misunderstanding, Tenants should promptly email the report of any problems to info@accom4rent.com.
- 1.12 promptly replace any consumables at the Property, such as light bulbs and batteries.
- 1.13 not misuse the electrical and mechanical appliances in the Property and not leave any such appliances unattended whilst in use.
- 1.14 keep the outside areas tidy and weed free and not allow rubbish to accumulate which may attract vermin or otherwise cause a health or fire hazard.
- 1.15 not allow baths, basins, sinks or storage cisterns to overflow.
- 1.16 keep all gullies, waste pipes and drains free from obstruction.
- 1.17 keep the Property interior, furniture, furnishings and walls in a clean and tidy condition.
- 1.18 ensure the free flow of air within the property to avoid the occurrence of condensation, damp, black mould and mildew and in particular not to stack personal belongings against the walls of the Property nor dry clothes indoors.
- 1.19 keep the halls and stairways clear of obstruction.
- 1.20 not keep or encourage any pet onto the Property without the Landlords written permission. Additional conditions may be required
- 1.21 not store petrol, paraffin or other dangerous material at the Property or use any portable stoves, naked flames or candles which may constitute a fire hazard or carry out maintenance on any vehicle in the Property.
- 1.22 not sublet or assign the whole or any part of the Property.
- 1.23 not allow more than one guest per tenant, and no guest to stay for more than two nights out of seven.
- 1.24 not to allow guests at the premises at any time without the host tenant in attendance and to ensure guests comply with the terms of this Tenancy Agreement as though they were tenants, where applicable
Any damage caused to the Property by non tenants or third parties, other than the Landlords or their agent, may be charged to the Tenants depending upon the nature and area of such damage.
- 1.25 not use the Property or allow others to use the Property to carry out activities which are dangerous, offensive, noisome or illegal (or are perceived to be so by the Landlords, other Tenants or the owner occupier of any neighbouring property).
- 1.26 not make loud noise particularly between 2300 and 0800 hours.
- 1.27 return possession of the Property to the Landlords at the end of this Tenancy Agreement leaving it in the state in which this Agreement requires the Tenants to keep it.
- 1.28 permit the Landlords or their Agent to enter the Property after giving appropriate notice, or without notice in an emergency.
The Tenant will give full access to all areas of the Property to the Landlord or his agent showing prospective new tenants around before the end of the Tenancy.
- 1.29 not smoke or allow smoking in any part of the inside of the Property.

- 1.30 not do or permit to be done anything which may render any increased or extra premium payable for any insurance of the Property or which may void or make voidable any policy of such insurance.
The landlords insurance details are available on the information pages of our website.
- 1.31 not cause or allow a nuisance or annoyance to the Landlords or any resident in any neighbouring or adjoining property.
- 1.32 not display or permit to be displayed on or in the Property any advertisement, notice, bills or name plate.
- 1.33 not remove any portable items from the Property.
- 1.34 obtain and maintain a current television licence in respect of any television used in the Property
- 1.35 not use the cellar or attic spaces for any reason other than emergency access to the utility meters and fuse boards.
- 1.36 return all keys, including any spares cut by any of the Tenants to the Landlords on vacating the Property by 5pm at the end date of this Tenancy Agreement, and to leave rooms unlocked. If all keys are not handed over at the end of the tenancy, the landlord may, at his discretion, either continue to charge rent for the premises as though they were occupied or change the locks on the building and premises and charge any costs for this to the tenants, or any combination of both.
- 1.37 return of keys before the end of the Term does not imply acceptance by the Landlords of any form of surrender of this Agreement, unless otherwise agreed in writing.
- 1.38 not fit, change or use any locks or other securing devices, other than those already supplied and fitted by the Landlords without prior written permission of the Landlords.
Tenants may be charged for any damage caused by unauthorised fitting of additional locks, and any other costs caused by failing to gain entry or having to force entry to any part of the Property due to a breach of this rule.
Where deadlocks are fitted to the Property and keys issued to the Tenants, under no circumstances are Tenants to lock these internally. Deadlocks may only be used to secure the Property on exit.
- 1.39 to keep the property properly secured at all times and to indemnify the landlord of any costs involved of failing to do so, including replacement locks, keys and intruder damage.
- 1.40 in the event of a lost key to pay an administration charge of £50 plus costs of labour and materials for a replacement key or change of lock and associated keys.
- 1.41 agree the appointment of the Lead Tenant, named on Page 3. The Lead Tenant is authorised by the all the Joint Tenants to accept service of all documents relating to Deposit Protection and is willing to do so.
- 1.42 not to decorate or alter any part of the property without the Landlords written permission, except in accordance with their obligations in clauses 3.7 and 3.8.
- 1.43 comply with any laws and regulations to which the Property is subject, including any recommendations made by the insurers.
(The landlords insurance details are available on the information pages of our website.)
- 1.44 in the interests of fire safety, not to bring any unapproved furnishings, electrical items, including extension leads, into the property, nor to overload existing circuits.
The landlord reserves the right to immediately remove any item of furniture, electrical appliance or other item he considers unsafe or unsuitable.
- 1.45 to keep fire doors closed, and other doors wherever possible, to reduce the risk from spread of fire and smoke.
- 1.46 to read the Fire Risk Assessment for the property and notify the landlord of any fire risks observed during the tenancy.

2 The Landlords Agree:

- 2.1 so long as the Tenants do not contravene any terms of this Agreement, to allow the Tenants to possess and use the Property without interference.
- 2.2 to maintain and keep in good and substantial repair and condition the structure of the Property.

2.3 to insure the Property against damage or destruction to the extent that such insurance may ordinarily be arranged for such properties and subject to such excesses, exclusions or limitations as the insurers may require to keep the Property fully insured against loss and damage.
(Insurance for tenants possessions is not included.)

2.4 that the rent may not be increased during the term fixed by this Agreement.

2.5 when this Agreement ends, to repay the relevant deposit without interest after deducting all sums due to the Landlords under the terms of this Agreement.

3 The Parties (Tenants and Landlords) agree:

3.1 that on signing this Agreement all of the Tenants are registered full time students. It is understood that should Tenants become part time or cease to be students then the Property could become liable for Council Tax for which all Tenants would be jointly responsible.

3.2 that Council tax is not included in the rent and it is the Tenants responsibility to obtain and complete council tax exemption forms from the local authority, plus supporting Student Certificates, properly authenticated by their place of study, and to forward copies to the Landlords within 30 days of the commencement of their courses. Tenants and former tenants will be held liable for any council tax for their tenancy period, or recovery fees or additional administration fees incurred as a result of failing to do this.

Deposit returns may be delayed by the failure to supply a valid Student Certificate confirming Council Tax exemption status.

3.3 that any of the Tenants wishing to vacate the property (whether before or after the commencement of the Term) must advise the Landlords in writing giving FOUR weeks written notice, but will only be released from their obligations under this Agreement from the date that a suitable replacement Tenant, approved by the Landlords, signs a tenancy agreement for the remainder of the Term.

3.4 to pay a £75 administration charge in the event of each change of tenant during the tenancy.

3.5 that if any Tenant ceases to pursue a course of full time study at a recognised educational establishment or loses their Right To Rent status, then the Landlords may at anytime afterwards give notice to that Tenant to terminate his/her rights under the Tenancy Agreement by giving FOUR WEEKS NOTICE in writing. Termination under these circumstances does not relieve that Tenant from any liability for preceding breaches of his/her obligations under this Agreement and until such time as a new tenant enters into this Tenancy Agreement to replace the outgoing Tenant, that Tenant will not be released from his/her obligations in this Tenancy Agreement including, the obligation to pay rent (without limitation).

3.6 that this Tenancy Agreement may be determined forthwith in the event of the Tenants breaching this Agreement and the Landlords shall be entitled to re enter the Property by giving written notice to the Tenants. Termination of this Agreement under these circumstances does not relieve the Tenants for preceding breaches of their obligations under this Agreement.

3.7 in the event that this Agreement is terminated in accordance with paragraph 3.6 above and the Landlords are unable to find a suitable replacement tenant or tenants approved by them, then the Landlords shall be entitled to liquidated damages from the relevant Tenant(s) equivalent to rent due on a daily basis for any or all of the residue of the Term.

3.8 that in the event that the Property or any part of it becomes unfit for occupation then this Tenancy Agreement automatically comes to an end without prejudice to any right or remedy of the Landlords in respect of any breach of the obligations by any Tenant or the Tenants or any guarantor.

3.9 that in order to maintain and improve the property there will be periods during a 52 week tenancy, particularly the early weeks, that some parts of the property or it's services will be temporarily unavailable.

3.10 that in the event goods owned by any of the Tenants are left on the Property after this Agreement has been terminated, they shall be treated as abandoned and may be disposed of without further notice. Tenants may be charged for the cost of disposal of any such items.

3.11 that each Tenant shall make all necessary provision for the redirection of any post after this Agreement has been terminated. The Landlords shall not be held responsible for the safekeeping, misuse, disposal or forwarding of any correspondence for any Tenant or former Tenant at any time.

3.12 that service of any notice required to be served by this Agreement is deemed effective by service in accordance with the provisions of s196 Law of Property Act 1925.

- 3.13 any data supplied will be protected under the terms of the Data Protection Act 1998 and to consent to the disclosure of information concerning any tenant by the Landlord to any prospective Landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.
- 3.14 No verbal discussion of any of the terms of this Agreement overrides, or implies any variation of, the written terms of the Agreement unless confirmed in writing by both parties.

SIGNED BY THE LEAD TENANT

NAME **SIGNATURE**
DATE

SIGNED BY THE TENANT

NAME **SIGNATURE**
DATE

SIGNED BY THE TENANT

NAME **SIGNATURE**
DATE

SIGNED BY THE TENANT

NAME **SIGNATURE**
DATE

SIGNED BY THE TENANT

NAME **SIGNATURE**
DATE

TENANTS AND GUARANTORS ARE ADVISED TO TAKE INDEPENDENT LEGAL ADVICE OR SEE THE CITIZENS ADVICE BUREAU IF YOU ARE IN ANY DOUBT AS TO YOUR OBLIGATIONS AND LIABILITIES UNDER THIS AGREEMENT BEFORE SIGNING. YOU ARE ALSO ADVISED TO SIGN OR INITIAL EACH PAGE OF THE AGREEMENT OR TAKE A PHOTOCOPY BEFORE RETURNING IT.

The Landlords agree to grant the tenancy to the above named tenants

SIGNED BY THE LANDLORDS

DATE