























**8.3.5** To communicate with all named Tenants any notice or announcement from the landlord or his agent or otherwise. All named Tenants are deemed to know any information communicated to any one named Tenant.

#### **8.4 Insurance**

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

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

8.4.3 The Tenant will be provided with a basic contents cover as part of the all inclusive rent, but it remains the tenants responsibility to ensure that the insurance cover is adequate and that it is topped up to provide adequate cover. If the tenant has items of value, they must make sure that they are adequately insured.

#### **8.5 Assignment, Novation and Surrender**

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

#### **8.6 Illegal, Immoral Usage**

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

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

#### **8.7 Inflammable Substances and Equipment**

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

#### **8.8 Nuisance and Noise**

8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise. Should tenants to continue to cause a nuisance to neighbours, they understand that their Universities may be contacted and that their behaviour in the local community may have an impact on their place at University

## **8.9 Utilities**

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 Not to change or apply to change the supplier of the utilities including gas, electric, water, telephone or internet
- 8.9.3 To take meter readings each month and provide the Agent with a photograph, to ensure your account it updated regularly
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy and indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
- 8.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

## **8.10 Animals and Pets**

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 8.10.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

## **8.11 Usage**

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

## **8.12 Locks**

- 8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the

expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

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

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

8.12.5 To pay the costs associated with the tenant(s) loss or misplacement of keys requiring the landlord or his agent to provide access, replacement keys or locksmith's call out costs. Where the tenant forces entry by any means including forcing or breaking doors or windows, the tenant(s) will be liable for the full cost and associated costs of repair and/or replacement.

### **8.13 Fixtures and Fittings**

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

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

### **8.14 Alterations and Redecoration**

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

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

### **8.15 Empty Premises**

8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

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

8.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before

consuming or otherwise using the water.

#### **8.16 Drains**

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

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

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

#### **8.17 Affixation of Items**

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

8.17.2 Not to affix any items to the walls (including posters, strip lighting or the like) of the Premises either internally or externally using glue, nails, picture hooks, blue/white tack or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld. Any markings at the end of the tenancy will result in tenant liability to cover the cost of redecorating the affected wall(s).

#### **8.18 Washing**

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

#### **8.19 Costs and Charges**

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

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

#### **8.20 Refuse**

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

8.20.2 Not to allow rubbish to accumulate in the house or garden or outbuildings or any other area of the Property.

8.20.3 To remove all the Tenant's refuse and rubbish from within and without the premises and, where appropriate, make arrangements with the local authority or other for its prompt removal at the expense of the Tenant. Where the Landlord or his Agent provides permission for refuse and rubbish to remain at the premises following the tenants' departure, the Tenant will ensure it is stored outside in proper receptacles, as directed by the City Council, for removal.

8.20.4 To safeguard wheelie bins or other receptacles provided for disposal of waste and to replace at the tenant's own cost any wheelie bin or receptacle lost or stolen

8.20.5 To ensure all wheelie bins or other receptacles are emptied and cleaned at the termination of the Tenancy and stored securely. The Tenant shall be liable for the cost of replacing any missing wheelie bins or receptacles provided.

#### **8.21 Smoking**

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

#### **8.22 Garden**

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

#### **8.23 Inventory and Check-Out**

8.23.1 The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy, which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

#### **8.24 Notices**

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

#### **8.25 Headlease**

8.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

#### **8.26 Smoke alarms and Carbon Monoxide detectors**

8.26.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.

8.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

### **8.27 Burglar Alarms**

8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

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

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

### **8.28 Immigration Act**

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

### **8.29 Leaving The Tenancy Early & Before The End Of The Fixed Term**

8.29.1 The Tenant is bound by the terms of this Agreement for the fixed term as stated in clause 2 of this Agreement. Where one or more parties to this Agreement wish to withdraw, the Landlord or his Agent may allow a replacement Agreement to be drafted and signed by the remaining parties to this Agreement and any suitable substitute replacement for the departing Tenant where six months or more remain on the fixed term of this Agreement. The Landlord or his Agent will re-market the property, conduct viewings and draw up a new tenancy agreement at a cost, payable in advance as per the Tenant Fees Act. This agreement will remain in effect until any new agreement is signed by all parties and dated, after which, the departing Tenant will be released from this Agreement.

8.29.2 All named Tenants will actively contribute to finding a suitable substitute to replace any early departing tenant in an attempt to mitigate the early departing Tenant's loss. Where the remaining Tenants obstruct a suitable substitute, they may be liable for any consequential loss suffered by the early departing Tenant.

8.29.3 Regardless of any loss suffered by the Tenant a replacement Tenancy Agreement may not be agreed for a period of less than six months because the termination of any agreement under six months is not legally enforceable. Where the landlord permits an Agreement of less than six months, the Tenant agrees to be liable for any consequential losses to the Landlord where the Tenant fails to depart at the expiration of a valid Section 21 Notice.

8.29.4

The replacement tenant must be agreed upon by all remaining tenants and the replacement tenant must also be a full-time student.

### **8.30 Guarantors**

8.30.1 To provide a credit worthy guarantor based in England, Wales or Northern Ireland prior to the signing of this tenancy agreement or within the time frame specified by the Landlord or his Agent in writing, unless specifically agreed otherwise in



writing. Failure to provide such guarantor will be a breach of this tenancy agreement.

### **8.31 Mould, Mildew & Condensation**

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

8.31.2 To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation mould and mildew. Where such condensation occurs, to take care to promptly wipe down and clean surfaces as required from time to time to limit the build-up of mould and mildew growth or damage to the premises, its fixtures and fittings.

### **8.32 Fire Safety**

8.32.1 To close bedroom doors when not in use for access to prevent the spread of fire, smoke, odour or sound into common areas.

8.32.2. Not to leave gas hob ignited so as to cause, or potentially cause, a gas explosion. Further, in such event the Tenant will not turn on any light switch until after the house has been ventilated following the build-up of such gas.

8.32.3. Not to leave gas hobs ignited or electric hobs on and unattended, e.g. whilst answering a phone, and not to leave inflammatory material (e.g. newspaper or recipes), sufficiently close to hobs so as to cause, or potentially cause, a fire.

8.32.4. Not to use any lighted candles or naked flames nor any alternative means of light or heat or cooking, other than that specifically provided by the Landlord or his Agent, within any part of the property at any time or season. Nevertheless safe use of matches or lighters is permitted for the sole purpose of lighting hobs.

8.32.5. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system. Specifically, chain linking extension leads is not permitted.

8.32.6. To ensure fire escape routes are kept clear. A fire escape route is the planned means of escape from fire which shall be provided to the Tenant at the commencement of this Agreement.

8.32.7. Not to use door stops or prevent fire doors from closing by any other means or to tamper with or remove any door closer.

8.32.8. Not to tamper or in any way interfere with any safety equipment, nor electric light, nor electric socket, nor plumbing, nor heating, nor notices, nor exit-signs, nor devices including fire extinguishers, fire blankets and smoke alarms. The tenant agrees to notify the landlord or his agent, and not conceal any damage or damaged fire prevention or fire-fighting equipment.

**9** The landlord agrees with the tenant as follows:

### **9.1 Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any

person rightfully claiming under, through or in trust for the Landlord.

## **9.2 Insurance**

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

## **9.3 Interest and Consents**

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

## **9.4 Repair**

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

## **9.5 Safety Regulations**

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

9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulation 1994.

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

## **9.6 Legionella**

9.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACO1 L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

**10** It is mutually agreed as follows:-

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

## **10.2 Rent Review**

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent

varied accordingly either by way of an upward or downward adjustment.

### **10.3 Repair**

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

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

### **10.4 Reimbursement**

10.4.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested. Failing to do so, the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

### **10.5 Data Protection and Confidentiality**

10.5.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, available upon request. The tenant agrees that the Landlord or Agent has authority to pass on their contact details to relevant people/companies in order to administer this agreement which will include but not limited to passing details on to utility companies and contractors.

### **10.6 Council Tax**

10.6.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand. If any tenant leaves University and loses their student exemption from paying council tax, that tenant will be responsible to pay any council tax which becomes due to be paid, whether the bill is issued by the Council, Landlord or Agent.

### **10.7 Forfeiture**

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

## 10.8 Interruptions to the Tenancy

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

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

## 10.9 Notices

10.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is 39 Palace Street, Canterbury, Kent CT1 1DZ.

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

10.9.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own:

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

info@varsitycanterbury.com

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

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

10.9.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

10.9.5 The Tenant as noted in this Tenancy Agreement has been informed that the property is subject to a mortgage and is subject to the provisions under Ground 2 of Schedule 2 of The Housing Act 1988. At the start of the tenancy, the Tenant was advised that the Landlord owns the Premises and that their lender may have a power of sale of the premises if the Landlord does not make their mortgage payments for the premises, where the lender may claim repossession

#### **10.10 Jurisdiction**

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

#### **10.11 Documentation**

10.11.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

#### **10.12 Floorplans, Renovations & Drawings**

10.12.1 It is agreed between the parties that all plans and drawings (whether or not seen by the Tenant) showing the design, layout and area of the Property and all its fittings as well as the Building of which the Property forms part are for illustration purposes only and shall not to be relied on by the Tenant as to actual onsite fact. It is agreed between the parties that the Landlord shall not be liable if any plan or drawing is not completely accurate or in line with the finished product or should the contents or fittings of the Property not match what was at any time advertised.

#### **10.13 Parking**

10.13.1 For any Property that does not have off-street parking available, the Landlord cannot guarantee the availability or acceptance of an application for permit parking from the relevant local council.

#### **10.14 Restrictions**

10.14.1 The Agent or the Landlord or the Landlord cannot be held responsible in any way should your university impose any restrictions on travel or study in any respect. All parties shall remain liable to all terms within this agreement regardless of any situation that may arise including but not limited to; lockdowns, online learning or tuition, or university closure.

### **SPECIAL TERMS AND CONDITIONS**

#### **All Inclusive Bills & Fair Usage Policy**

##### **1. All Inclusive Bills**

1.1 The rent is inclusive of; gas, electricity, water, waste water, TV licence, & tenants content insurance, subject to fair usage.

1.2 The Agent or Landlord will provide the Services through a contract with a third party service provider.

1.3 Upon the signing of this Tenancy Agreement, the Landlord or Agent will enter into a fixed-price wholesale

utility contract with the service provider. The Landlord or Agent will incur the charges irrespective of under-usage of the utilities meaning that the rent charged inclusive of bills will remain the same throughout the tenancy unless there is an over-usage as per the fair usage policy highlighted below. This means that the tenants' bills will be locked in and will not be vulnerable to changes in the market rate as they otherwise would.

## 2. Fair Usage Policy

2.1 The Tenants are provided with an all-inclusive rent. The utilities are included within the rent and tenancy agreement. Therefore, we request you, the tenant(s), use these facilities with consideration to ensure fair use.

2.2 The purpose of this policy is to bring about awareness of usage of utilities and to encourage residents to be considerate and careful in the use of these services and to encourage them to make 'greener' choices.

2.3 The Utilities and Services subject to this Policy are Electricity, Gas & Water.

2.4 Your usage will be included up to a fixed allowance based on the size of your accommodation and current levels.

2.5 Your energy usage allowance is based on the number of tenants in your property, see table below for details:

Number of Tenants	Usage Allowance (Per annum)			Total
	Gas annual allowance	Electricity annual allowance	Water annual allowance	
3	£904.92	£892.68	£707.64	£2,505.24
4	£1,136.64	£1,065.96	£812.40	£3,015.00
5	£1,434.96	£1,161.60	£876.36	£3,475.92
6	£1,727.52	£1,331.04	£943.44	£4,002.00
7	£2,027.16	£1,421.76	£977.48	£4,427.40
8	£2,337.96	£1,597.92	£1,013.12	£4,949.28

2.6 These figures are provided by our chosen energy supplier and represent a reasonable allowance for a student property based on over six years of historical usage data.

2.7 Any usage exceeding the fair policy laid out above will be charged to you at the end of the tenancy, either by invoice or a deduction from your deposit, at our energy supplier's standard variable tariff. The tenant can use up to the allowance stated above and will not be refunded for any under usage. The monies owed will either be collected by us directly, **or we will pass your details to a 3rd party to recover costs from all tenants on the tenancy agreement.**

2.8 If you are consistently using too much energy, your meter can be switched to a prepayment meter

2.9 We encourage you to submit regular meter readings to us throughout the year, which we will monitor, where a smart meter is not present.

### Internet and Telephone

Where Internet is included, the tenant agrees to comply with the relevant service providers fair use policy relating to downloads, and also to comply with all laws governing downloads and indemnify the landlord fully

in respect of any unlawful behaviour. The tenant also notes that any loss of (or poor) internet service is beyond the landlord or agents control, who will not be held responsible for any loss(es) or inconvenience whatsoever. We provide the standard broadband internet service (unless Fibre is specifically stated) and we cannot guarantee the download speed. Download speed will be determined by the area, infrastructure and other variables. The tenant agrees to assist the service provider with any fault finding / diagnostics at their own expense as and when required.

You will be responsible to pay for any costs associated with the telephone line. We will endeavor to implement a call barring service (where available) to avoid any costs. We do not provide a landline telephone and would recommend that you do not plug one in.

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move in date. The Landlord agrees to ensure the property is cleaned in advance of the move in date of the first Tenant, as provided by the Tenant. Where less than one month's notice is provided, the property may not be ready for occupation causing the move-in date to be delayed. The Tenant(s) may not comment upon the condition of the property in advance of the move in date provided to the Landlord or his Agent by the Tenant.

**Storage**

The tenant agrees not to store possessions in the property until their move in date in order to prevent the invalidation of any insurance policy and increased risk of burglary.

**Discounts**

Notwithstanding clause 3, the Landlord specifically agrees to reduce the rent as stated in clause 3 by 50% during the first two months (July and August) of a twelve-month Fixed Term Tenancy, provided the Tenant is not resident during the first two months of the Tenancy and the Tenant is neither permitted to take up occupation nor store belongings in the Property during the first fourteen days of the Tenancy under any circumstances. The Tenant remains liable for standing charges for all utility bills during any discounted period. Where the Tenant wishes to reside during any discounted period, a request must be made in writing at least one month in advance of the intended move in date for the Landlord's consideration. Where the Landlord agrees for the Tenant to take up occupation during the discounted period, any discount formerly offered shall be withdrawn.

**Equipment**

For the avoidance of doubt, unless specifically stated otherwise in writing, none of the following are provided at the property: televisions, gardening equipment, microwaves, toasters, kettles, mops, buckets, brooms, dustpans, bedding, crockery/cutlery or the like.

Signed by the Tenants;

SIGNED  Bailey Stephenson

SIGNED  Megan Baker

SIGNED  Lewis Cade

SIGNED  Shania Rose

SIGNED  Freya Walker

Signed on behalf of the Landlord;

{+++signature,h35:signer6:Please+Sign+Here+++}