**Assured Shorthold Tenancy Agreement dated:**

**xxxxxx**

**For the Property (herein referred to as ‘the Property’):**

xxxxxx

**Managing Agent:**

Uni2 Rent, 8 Clinton Terrace, Nottingham, NG7 1LY.

**Landlord:**

xxxxxx

**Tenants:**

xxxxxxxxxxxxx

**Guarantors:**

xxxxxxxxxxx

**Contents**

1. **Details of the Tenancy**
2. **Rent**
3. **Deposit**
4. **Tenants Obligations**
5. **Tenants Additional charges**
6. **Guarantor**
7. **Landlord Obligations**
8. **Important Legal Information**
9. **Services**
10. **Further Agreement**
11. **Non-fulfilment of Tenancy**
12. **Special Clauses**
13. **Details of the Tenancy**

**Bedrooms:** x

**Tenancy start date:**  x

**Tenancy end date:** x

**Tenancy length:** 50 weeks

**Weekly rent for the Property:** £

**Inclusive of Services:** Yes

**Total rent for the AST:** £

**Total deposit for the Property:** xxxxx (£xxxxpp) Payable upon signing the tenancy agreement.

This is a joint and several tenancy agreement. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the Agreement if the other members do not fulfil their obligations. Where there are multiple Tenants on the Agreement, each individual Tenant jointly and severally covenants with the Landlord as follows:

1. **Rent**
	1. The total rent payable for the term of the tenancy is £xxxx Rent is to be paid in advance and is due in 4 instalments. The first instalment is due in advance five working days prior to the start of the tenancy (tenancy start date – xxxxxxxx)

2.2 Payment dates

**Instalment 1 due: 25th August 2022 – 6 weeks - £xxx (£xxx per person)**

**Instalment 2 due: 11th October 2022 – 14 weeks - £xxx (£xxx per person)**

**Instalment 3 due: 17th January 2023 – 16 weeks - £xxx (£xxx per person)**

**Instalment 4 due: 9th May 2023 – 16 weeks - £xxx (£xxx per person)**

* 1. Rent – Each individual Tenant shall pay the Rent as stated above, whether demanded or not, on or before each rent payment date (payments from other persons will be accepted) without any deduction or set off at any time. The Landlord reserves the right to charge interest on late rent payment (calculated from day to day) at the rate of 3% per annum over the Bank of England base rate;
	2. Rent is to be paid to the below account as per the rent schedule detailed in section 2 - ***Rent*** and the reference provided must be used at all times;

Account Name: Uni2 Rent Ltd Rent

Sort Code: 40-35-18

Account Number: 03667103

IBAN: GB53HBUK40351803667103

SWIFT/BIC: HBUKGB4B

Reference: xxxxx(YOURSURNAME)

* 1. Rent Arrears – interest will be charged on any late rent payments where the rent has been outstanding for 14 days or more. Interest shall be charged on the outstanding amount at a rate of 3% above the Bank of England base rate.
1. **Deposit**

The deposit referred throughout this Agreement will be used for or towards;

* 1. Any work carried out to bring the Property into the condition that it was at the start of the Term and to rectify all dilapidations to or to refund the Landlord for any missing or broken items at the Property for which the Tenant is liable by reference to the Inventory, fair wear and tear excluded. Deposit deductions will be made in line with Uni2 Rent’s charge list which will be given to the Tenants upon move-in and forms part of the Moving In Guide;
	2. All reasonable costs incurred by the Landlord as a result of rectifying any breaches by the Tenant of this Agreement;
	3. Any unpaid utility bill that the Tenant is liable for (where exclusive) or any excess usage of any service (where inclusive) in accordance with Clause 6;
	4. Any rent, costs or fees which are due to the Landlord as mentioned in this Agreement and which remain unpaid by the Tenant as stated in this Agreement;
	5. The deposit is safeguarded and held by: MyDeposits, 1st Floor, Premier House, Elstree Way, Boreham Wood, WD6 4JH.
		1. If there is no dispute as to the amount of the deposit to be returned to the Tenant, the Landlord will repay the deposit to the lead Tenant of the group;
		2. The Tenant should contact the Landlord in writing if intending to dispute the findings;
		3. In the circumstance that the deposit is insufficient to reimburse the Landlord in respect of the matters identified and listed by paragraphs 3.1 to 3.10 (and any other sums mentioned in this Agreement) the Tenant shall pay to the Landlord all additional sums within seven (7) days;
		4. If, after reasonable attempts have been made to resolve differences in opinion, there remains dispute between the Landlord and Tenant over the allocation of the deposit, the case may be submitted to MyDeposits for adjudication: and all parties shall agree to the final ruling of MyDeposits.
	6. The rent paid on page 1 of this Agreement is due for the entirety of this Tenancy unless otherwise agreed and does not accumulate toward a returnable deposit at the end of the Tenancy.
	7. Where a deposit has been protected as a group deposit, the Tenants shall nominate a Tenant to be responsible for returning the deposit equally amongst all other Tenants and the Landlord shall have no liability for any failure for them to do so.
	8. All Tenant deposits are jointly liable for deposit deductions at the Property.
	9. It is further agreed that if the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.
	10. For Tenants with a bills exclusive rental agreement, it is agreed that the deposit will not be returned until the Tenant presents the final bill for each utility at the end of the term to Uni2 Rent staff, with the bill showing a zero balance.
1. **Tenant Obligations**

4.1 Not to tamper with the fittings or meters of gas/electrical/water installations;

4.2 Not to change the supplier of any utility supply to the Property or to the Building of which the Property is part without prior written consent of the Landlord;

4.3 Not to change the existing telephone number of any line to the Property and or the Building without the prior written consent of the Landlord;

4.4 To occupy the Property as the Tenant’s main principal home;

4.5 Not to sub-let or share occupation of the Property or any part or parts of it or take in any lodgers and or paying guests;

4.6 Not to run any business from the Property;

4.7 Not to use the Property or allow the Property to be used for any illegal or immoral purpose, including the use of any class of illegal drugs;

4.8 To pay all costs of repair and or the replacement of all fixtures and fittings of or at the Property where such action is required as a result of the Tenant’s default or negligence (or the default or negligence or any visitors to the Property, invited or not);

4.9 To treat, keep and maintain the Property in a proper manner including to renew all light bulbs, fuses, plugs, batteries, and other maintenance tasks normally the action of a responsible home occupier and not necessitating a workman’s visit;

4.10 Where the Landlord is requested to instruct a contractor to carry out work that is deemed to be the Tenant’s responsibility under clauses 4.8 and 4.9, the Tenant shall pay all of the cost involved, such costs to deducted from the deposit where the Tenant shall not make an immediate payment to the Landlord;

* 1. To inform the Landlord of any burglary, break-in or attempted break-in at the Property or at the Building as soon as the matter is discovered, and to provide a crime reference number (CRN) after such an event;
	2. Not to alter or install any additional locks on any doors or windows in or about the Property;
	3. To take all necessary and reasonable precautions to retain and maintain the settings of the fire alarm, including weekly testing of the fire alarm, heat detectors, the panels and the carbon monoxide alarm, and to pay all call-out charges for any repair and or re-setting of the system as a result of any misuse by or negligence of the tenant (or invited guests, and or visitors) except in the case of a genuine emergency;
	4. To test any battery-operated smoke detectors on a regular basis and to replace the batteries of all alarms and detectors at the Property when required. The Tenant shall inform the Landlord as soon as possible after such replacement if the alarm does not work after replacing the battery;
	5. Not to affix any television or radio or satellite dishes or install any cable television or cable telephone or any other such facilities as there may be available of whatever nature through in to at or on the Property or in to at or on the Building of which the Property forms part (or any part or parts of either) without the prior written consent of the Landlord;
	6. Not to affix any notice, sign or advertising boards to any part or parts of the Property or to the Building of which the Property forms part;
	7. Not to hang any pictures (other than on any existing hooks which are referred to in the Inventory) and not to use any nails, blu-tac, Sellotape or any other adhesive material to affix anything to any internal wall or door of the Property. It is agreed that should the Tenant not observe this particular condition then the Tenant shall be responsible for the cost of all remedial re-decoration where in the opinion of the Landlord acting reasonably re-decoration is required;
	8. Not to alter the appearance or decoration of the Property;
	9. Not remove or instruct the removal of any item, fixture or fitting from the Property;
	10. Not to store any items in the basement or loft of the Property (if any);
	11. To be responsible for and to pay the cost incurred by the Landlord needing to instruct any contractor to unblock any drains, including sinks, basins, toilet or waste pipes which have become blocked as a result of the Tenant’s waste or as a result of the actions (or inactions) of the Tenant (or of any invited guests or visitors to the Property or Building);
	12. Not to play music or other sound/s from any radio, television, DVD player, or any other player or listening device of whatever nature, digital or otherwise or any live musical instruments so as to cause a nuisance, disturbance or annoyance to any neighbours or to any neighbouring Tenants or occupiers between the hours of 11:00pm to 07:00am each day of the Term and at all times when using such things to act sensibly, reasonable and in appreciation of all others in the neighbourhood;
	13. Not at any time or times to obstruct any common passageways, stairs, stairways or other passage-ways of whatever nature, nor to keep any item in any area that is shared by neighbouring occupiers;
	14. Not to smoke, or allow any occupier or visitor to smoke tobacco or any other substances within the Property or the Building of which the Property forms part;
	15. Not to keep or allow to be kept whether temporarily or permanently any animal, reptile or bird or other living thing of any description (whether or not a pet but excluding plants) in or at any part or parts of the property or the Building of which the Property forms part;
	16. If the Landlord shall find evidence of any smoking or of any animal or pet in the Property or the Building of which the Property forms part the Tenant shall remove such from the Property or from the Building of which the Property forms part and will pay to the Landlord the costs involved in cleaning and rectifying the Property and the Building of which the Property forms part in order to bring either or both to the standard expected by this Agreement;
	17. To make all reasonable and expected attempts to ventilate the Property in order to avoid condensation and mould growth and where the Landlord acting reasonably considers this necessary to pay the cost of any visit from a damp proof specialist who identifies the problem to be condensation through bad air circulation;
	18. On a regular basis to clean or organise the cleaning of the Property to a good standard. It is agreed between the parties that the Landlord may still organise all such remedial and resultant work necessary if the standard following the Tenant’s own cleaning is still not acceptable to the Landlord;
	19. To remove all rubbish from the Property and or the Building of which the Property forms part at least once per week and at the end of the Term and to ensure that all such rubbish (including all to be recycled) is allocated to proper receptacles (including contacting the local council if necessary for the removal of large items at the Tenant’s cost);
	20. To make good or to replace any fixture and fitting at the Property like-for-like which are damaged by the Tenant or by any visitor or guest of the Tenant (howsoever the damage may be caused) or which may be lost or misplaced during the Term;
	21. To notify and to pay all authorities and or service providers of the Tenant’s obligation to pay all sums due to such up to the end of the Term, and to pay for all and any costs associated with reconnecting services any services which may be disconnected because of the Tenant’s non-payment at any time or times;
	22. At the end of the Term to deliver all keys and key fobs to the Property and or the Building of which the Property forms part to the Landlord. If keys and/or fobs are not returned by the end of the final day of the Tenancy, then the Tenants shall be liable for charges in line with clause b) of Tenant’s Additional Charges;
	23. To remove all personal items from the Property and or the Building of which the Property forms part at the end of the Term. If any items of reasonable value are left behind and no response is made to reclaim them within seven days of such request being made by the Landlord to the Tenant, the Tenant will lose title in such and shall pay to the Landlord the costs involved in the disposal which sums are to be deducted from the deposit (where available) unless paid separately by the Tenant. Items left behind determined not to be of reasonable value will be removed and the costs involved in the disposal are to be deducted from the deposit (where available);
	24. At or before the end of the Term to provide a forwarding address to the Landlord as soon as it practicable to settle deposit allocation and all outstanding utility bills (where applicable) as well as any other sums due;
	25. If the Tenant holds over beyond the end of the Term, the rent shall be increased by a minimum of 2% over the Retail Price Index (RPI) with immediate effect;
	26. To allow the Property to be viewed by prospective Tenants at any time or times during the Term (in the company of the or Landlord or its agent) upon a minimum notice of 24 hours;
	27. (Except in the case of an emergency when the access shall be immediate) to allow access to any and all contractors conducting work or to the Landlord or its agent in order to conduct quarterly Management Inspections or random cleanliness inspections upon a minimum notice of 24 hours;
	28. The Tenant shall at all times be a full-time student and shall inform the Landlord or Agent should this cease to be the case;
	29. To forward any post addressed to the Landlord or to anyone not currently residing in the property to the Landlord within 5 days of receipt;
	30. Flush through taps for 10 minutes following a period of non-use, such as when you first move in or after any holidays, or if a room is not in regular use;
	31. Keep all shower heads and taps clean and free of limescale, mould or algae growth;
	32. Keep the hot water on your boiler system to 60C or greater – beware of scalding;
	33. Report any rust deposits or any unusual matter flowing from your water outlets;
	34. The Tenant is obliged to ensure they have permission to stay in the UK for the full duration of the tenancy agreement and agrees to provide written proof on request;
	35. Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations;
	36. Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant’s waste, or unauthorised or inappropriate use of any appliances), the Tenant agrees to be responsible for any reasonable costs incurred to the Landlord due to Tenant negligence;
	37. Not prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism;
	38. To maintain the tidiness of the garden (if the property has one). This includes but is not limited to, weeding and ensuring the garden area is clear of items and rubbish at all times;
	39. The Tenant will take responsibility for calling the local council or authority to arrange bins to be emptied if the regular collection does not take place for any reason.
	40. To return the Property in a professionally clean state at the end of the Term.
1. **Tenant’s Additional Charges**
	1. Any amendment to the tenancy agreement requested by the Tenant(s) will be subject to a £50 Inc. VAT charge per amendment payable by the Tenant that requested the amendment.
2. **Guarantor**

6.1 The Guarantor shall indemnify the Landlord against any loss suffered as a result of the Tenant failing to fulfil any of his or her obligations under this Agreement or failing to pay the rents or any other monies or costs properly due.

6.2 The Guarantor agrees to pay, on demand and in full, any overdue rent or other monies or costs properly due under this agreement for and during the Term and this expressly includes any period of holding over or exclusion or statutory continuation following expiry of the Term.

6.3 The Guarantor agrees to make the payments due under clauses 2.1, 2.2 or 3.2 even after the Tenant has yielded up possession.

1. **Landlord Obligations**

7.1 At the beginning of the Term to present the Property in a condition that is tidy and clean, with all appliances in working order;

7.2 To keep the Property insured against fire and other risks (normally covered by buildings and public liability insurance). It is agreed that this obligation on the part of the Landlord shall not extend to the insurance of any of the Tenant’s possessions or personal property that the Tenant keeps at the Property at any time for which the Tenant shall remain solely responsible;

7.3 Not to interfere with the Tenants occupation and quiet enjoyment of the Property, other than in an emergency or by implementing at least 24 hours written notice on the occasion where such notice is to be given;

* 1. To carry out repairs to the Property imposed upon in Section 11 in the Landlord & Tenants Act 1985 as amended by Section 116 of the Housing Act 1988;
	2. To keep the Alarm in working order and to repair it when necessary
	3. To ensure that the Gas and Electrical appliances are in working and safe order, and to observe the Gas Safety (Installation and Use) Regulations 1988, the Plugs and Sockets (Safety) Regulations 1994 and the Electrical Equipment (Safety) Regulations 1994.
1. **Important Legal Information**
	1. This Agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies. If a court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement remains valid and binding on all parties;
	2. This Agreement shall be governed by the law of England and Wales;
	3. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement – only those who are party to this Agreement can enforce the terms;
	4. In accordance with Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Service Act 1962 if the Landlord or Agent delivers a Notice or Document (and can prove evidence of the delivery) required to be served under this Agreement or Act of Parliament to the premises (or to the last known address of the Tenant) by hand or by recorded delivery / registered delivery or by first class post, addressed to the Tenant then the Tenant will be treated as though they have received it.
	5. In the event that the Tenant leaves the Property unoccupied for 28 days or more without first having notified the Landlord and the Property is clearly unoccupied and no information has been obtained regarding the Tenant’s whereabouts, the Landlord may then deem the Property to be abandoned and may re-enter whereupon this Agreement shall immediately end (without prejudice to all rights of the Landlord in connection with any antecedent breach of this Agreement by the Tenant including the right of the Landlord to recover all monies owing to the Landlord by the Tenant to that time);
	6. Forfeiture. If the Rent is at least 14 days overdue (whether formally demanded or not) or if there has been a substantial breach of any of the Tenant’s obligations in this Agreement the Landlord may forfeit the tenancy (i.e. bring it to an end) and recover possession of the Property. The other rights and remedies of the Landlord will remain in force. Note: This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot enter the Property or evict a Tenant without a court having first made an order for possession;
	7. The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Property before the expiry of the Term if one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1988):

**Ground 8**: that both at the date of service of notice of the landlord’s intention to commence proceedings for possession and at the time of the court hearing there is (a) at least eight weeks’ rent unpaid where rent is payable weekly or fortnightly, (b) at least two months’ rent unpaid if rent is payable monthly, (c) at least one quarter’s rent more than three months in arrears if rent is payable quarterly or (d) at least three months’ rent more than three months in arrears if rent is payable yearly.

**Ground 10**: that there is some rent outstanding both at the date of service of notice of the landlord’s intention to commence proceedings and on the date on which proceedings are begun.

**Ground 11**: that the tenant has persistently delayed paying rent.

**Ground 12**: that any obligation of the tenancy has been broken or not performed.

**Ground 13**: that the condition of the property or the common parts has deteriorated because of the behaviour of the tenant or any other person living there.

**Ground 14**: that the tenant or someone living at or visiting the property (a) has been guilty of conduct which is or is likely to cause a nuisance or annoyance to neighbours or (b) has been convicted of using the property or allowing it to be used for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the property.

**Ground 15**: that the condition of any furniture has deteriorated because it has been ill-treated by the tenant or someone living at the property.

**Ground 17**: that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant’s instigation.

* 1. The Landlord and their Agent will only discuss the Property and any questions arising out of occupancy of the Property with the individual Tenants listed above and their guarantors. The Landlord will not have discussions with parents or relatives unless prior written consent has been received from the Tenant for such discussions to take place.
	2. If the Tenants fail to move into the Property within 7 days of the tenancy start date, the Landlord and their Agent cannot be held responsible for any surface dust, mould or cobwebs etc. that occur from the Property being vacant for a period of time.
1. **Services**

***Services will include water, gas, electricity, internet, Uni2 Rent loyalty card, Endsleigh contents insurance and/or any other service that Uni2 Rent or the Landlord may in their reasonable discretion provide from time to time.***

9.1 If this tenancy agreement is inclusive of services then Uni2 Rent or the Landlord agree to pay the suppliers of all services rendered including, but not limited to, gas, water, electricity, and internet for the Property.

9.2 The Tenant must not add, remove or change any service or service provider during the Term. A fixed allocation per person per week of the weekly rent is towards services; regardless of how these services are used or rendered. The fixed allocation for services is in line with the table below based on number of bedrooms in the Property.

|  |  |
| --- | --- |
| **BEDROOMS** | **FIXED ALLOCATION PPPW FOR SERVICES**  |
| **1** | £45  |
| **2** | £40  |
| **3** | £35  |
| **4** | £30  |
| **5** | £25  |
| **6** | £25  |
| **7** | £25 |
| **8** | £25 |
| **9** | £25 |

9.3 Uni2 Rent or the Landlord reserve the right at any time during the Term by giving 21 days’ notice to:

9.3.1 Cease providing any of the Services in which case a pro-rata reduction will be made to the weekly rent: or

9.3.2 Increase the fixed allocation to reflect the increased cost to the Landlord of providing one or more Services. and add, remove or change any individual service or service provider.

The Tenant will not be eligible for any refund from the fixed allocation towards Services, whatever the usage levels of the Services.

1. **Further Agreements**
	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;
	2. It is further agreed between the Landlord and the Tenant that providing always the Tenant shall (in the opinion of the Landlord acting reasonably) fully and properly observe all the Tenant's covenants of and set out in this Agreement and (as a matter of fact) shall pay all monies due to the Landlord (whether required as one or more payment or by way of successive instalment and including all rent) on or before their due dates and no later than such due dates.
	3. Should a Tenant be replaced on the Agreement in line with the replacement Tenant addendum provided by the Landlord, it is their sole responsibility to cancel rental payments.
	4. For tenancies with internet included in the rent, the Landlord only provides an active domestic internet connection. Should the internet signal not reach all rooms in a property, it is the responsibility of the Tenant to source a signal booster or signal extender. The Landlord cannot guarantee signal strength or connectivity due to variations in each Property and internet service providers (ISPs).
	5. The Landlord is not obligated to provide an aerial, aerial cables, or access to a TV signal regardless of whether the rental term is inclusive of utilities and/or a TV license.
	6. Unless agreed otherwise, Tenants will not be permitted access to the attic. Access to the basement (if relevant) is only permitted in order to access utility meters, or consumer units located there.
	7. The parties listed in this Agreement agree that the Landlord may provide their name, address, and other contact details to third parties including, but not limited to, the Landlord, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.
	8. 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.
	9. The Landlord cannot accept responsibility for the operation of any Property with parking facilities operated by CPS Parking Ltd. If any ticket is contested, this must be discussed with CPS Parking Ltd. directly.
	10. Uni2 Rent 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.
2. **Non-fulfilment of Tenancy**

11.1 If an individual is unable to fulfil their tenancy obligations and does not move into the property (or wishes to move out), the Tenant in question is obligated to find a replacement. If no replacement Tenant can be found, the Tenant is still responsible for their liabilities under the Tenancy Agreement. When a replacement Tenant is found, **the outgoing Tenant will be liable for a £50 Inc. VAT charge to replace themselves on the tenancy.**

11.2 If one of the Tenants ceases to reside at the Property and is not replaced by another Tenant, this may affect the council tax exemption. The Tenants will be responsible for any council tax charges due for the duration of the Agreement.

1. **Special Clauses**

|  |
| --- |
|  |

**PROPERTY ADDRESS:**

**Signed** **for and on behalf of the Landlord below:**

Landlord:

**Signed by the Tenant(s) below:**

Tenant 1: Date:

Tenant 2: Da