

25th of October 2020

Jonathan [REDACTED]
Ewan [REDACTED]
Harry [REDACTED]
Joshua [REDACTED]
Thomas [REDACTED]

TENANCY AGREEMENT: 134 Leopold Street, Loughborough, LE11 5DW

You have booked the above property and subject to signing the Tenancy Agreement we have agreed an all-inclusive Rent of £106.00 [per Tenant] per week for a fixed Term Tenancy of 52 weeks commencing on 1st of July 2021

WHAT HAPPENS NEXT?

1. We have attached the Tenancy Agreement for you to view and sign.
2. The Tenancy Agreement will create a binding legal contract; please read it carefully. If you do not fully understand the nature of the Tenancy Agreement, then it is recommended that independent legal advice is taken before signing.
3. When you are satisfied that everything is in order, please e-sign the Tenancy Agreement when invited to do so.
4. Once signed, a PDF of the completed Tenancy Agreement will be sent by email.

THE DEPOSIT

5. Payable on the Commencement Date the returnable security Deposit is £250.00 [per Tenant] = £1250.00 total.
6. The Deposit will be protected in one of the Government-authorized tenancy deposit protection schemes.

THE RENT

7. A fixed Rent of £27560.00 for the Term of the Tenancy; this is the amount of Rent you shall be jointly and severally responsible for paying, calculated on the basis of 5 Tenant(s) x £106.00 x 52 weeks.
8. The Rent is due for payment quarterly in advance; see Appendix 1: Payment Schedule attached to the Tenancy Agreement for more details.
9. If each Tenant pays an equal share this equates to £5512.00 per Tenant for the Term of the Tenancy.
10. We offer flexible easy-payment plans e.g. monthly, first quarter offset; please ask for details.
11. Actual payment dates can be chosen to correspond with termly student loan dates.

ALL-INCLUSIVE PACKAGE

12. The Rent includes the cost of Water Rates and TV Licence together with an allowance to budget for the cost of Electricity and Gas Supplies and Broadband Internet, Subscription TV and Phone Services used during the tenancy.
13. Any unused portion of the allowance for Electricity and Gas Supplies will be refunded.
14. See Appendix 2: All-Inclusive Package annexed to the Tenancy Agreement for more details.

GUARANTEE FOR PAYMENT OF RENT

15. If a Guarantor is required, during the process of signing the Tenancy Agreement we shall contact your Guarantor to request them to guarantee the payment of your individual share of the Rent payable under the Tenancy Agreement.

Please do not hesitate to contact me if you have any queries. Yours

sincerely,



Andrew Chell

ASSURED SHORTHOLD TENANCY

Within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

134 Leopold Street, Loughborough, LE11 5DW

This Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy.

Once signed and dated, this Agreement will be legally binding and may be enforced by a Court. You should read it carefully to make sure it contains everything that you want and nothing that you are not prepared to agree to.

Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references. If you do not understand this Agreement, or anything in it, it is strongly suggested that you seek independent legal advice before signing.

THIS AGREEMENT is made on: 25th of October 2020

BETWEEN the Landlord (hereinafter referred to as 'the Landlord' of the one part)

Landlord: Andrew [REDACTED], [REDACTED], [REDACTED], Seagrave, Loughborough, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@andrewchell.com

AND the Tenant (hereinafter referred to as 'the Tenant' of the other part)

Jonathan [REDACTED] [REDACTED], [REDACTED], Old Stratford, Milton Keynes, Buckinghamshire, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@btinternet.com, Student ID: [REDACTED]

Ewan [REDACTED] [REDACTED] [REDACTED], [REDACTED], Headington, Oxford, Oxfordshire, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@student.lboro.ac.uk, Student ID: [REDACTED]

Harry [REDACTED], [REDACTED], Scalby, Scarborough, North Yorkshire, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@gmail.com, Student ID: [REDACTED]

Joshua [REDACTED] [REDACTED], [REDACTED], Lisburn, County Antrim, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@gmail.com, Student ID: [REDACTED]

Thomas [REDACTED], [REDACTED], Chesterfield, Derbyshire, [REDACTED]

Phone: +44 [REDACTED], Email: [REDACTED]@gmail.com, Student ID: [REDACTED]

The first named Tenant above is the Nominated Tenant - a first point of contact e.g. tenancy deposit protection scheme.

BY THIS AGREEMENT the Landlord lets and the Tenant takes all of the Property known as:

134 Leopold Street, Loughborough, LE11 5DW

(hereinafter referred to as 'the Property') together with the Fixtures, Fittings, Furnishings and Effects therein and on the Special and General Terms and Conditions as set out in the following pages of this Agreement.

The Term / Commencement Date

A fixed Term of 52 weeks ('the Term') commencing and including 1st of July 2021 ('the Commencement Date') ending on and including 30th of June 2022 ('the End Date').

The parties agree that at the end of the fixed Term, the Tenant is expected to give up the Property with vacant possession.

The Rent A fixed Rent of £27560.00 for the Term ('the Rent').

The Tenant agrees to pay the Rent quarterly in advance ('the Rental Period') by online transfer or standing order; for details of instalment amounts and payment dates see Appendix 1: Payment Schedule annexed hereto.

The Tenant agrees not reduce any payment of Rent by making any deduction from it or by setting any sum off against it for any reason.

Bank Details for online transfer / standing order

Sort Code: [REDACTED]

Account Number: [REDACTED]

Account Name: [REDACTED]

The Deposit

1. The Tenant agrees to pay to the Landlord on the Commencement Date a Deposit of £1250.00 ('the Deposit') as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense, arrears of Rent or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special and General Terms and Conditions of this Agreement.

2. The Landlord shall register the Deposit with one of the Government-authorized tenancy deposit protection schemes ('the Relevant Scheme') and shall inform the Tenant of the details of the Relevant Scheme.

3. The Tenant shall follow the procedures of the Relevant Scheme to seek recovery of the Deposit or to resolve a dispute over recovery of all or part of the Deposit.

4. Specifically, the Tenant hereby agrees not to use any part of the Deposit in lieu of Rent.

5. If the Deposit is held in a custodial-based Government-authorized tenancy deposit scheme, any interest on the Deposit will be paid to the Tenant subject to the terms and conditions of the scheme. If the Deposit is held by the Landlord or the Landlord's Agent and protected in an insurance-based Government-authorized tenancy deposit scheme the Tenant will not receive interest on the Deposit.

6. At the end of the Tenancy, the Deposit shall be returned to the Tenant within 10 working days of the parties agreeing how much should be returned.

7. Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord in respect of:

7.1 the recovery from the Tenant of any Rent or any other money which is in arrears;

7.2 the enforcement of any of the provisions of this Agreement;

7.3 compensation in respect of the Tenant's use and occupation if the Tenant fails to vacate the Property on the due date;

7.4 the service of any notice relating to the breach by the Tenant of any of the Tenants obligations under this Agreement whether or not the same shall result in court proceedings;

7.5 the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers;

7.6 the cost of repairing, decorating or cleaning the Property or the Fixtures, Fittings, Furnishings and Effects therein so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);

7.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

7.8 the cost of removal, storage and disposal by the Landlord of any goods or personal effects belonging to the Tenant which have been left at the Property after the expiry or termination of the Tenancy in accordance with this Agreement;

7.9 any other monies owed by the Tenant to the Landlord; and

7.10 the Landlord's reasonable costs in reinstating the Property owing to the Tenant's breach of any conditions of this Agreement.

8. If the Deposit shall be insufficient the Tenant shall pay the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

Where the Context admits

1. 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy hereby created.
2. 'The Tenant' includes the persons deriving title under the Tenancy and where several Tenants agree at the same time to take the Property together the liability of each under this Agreement shall be joint and several. This means that in the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable and that legal action may be brought against any individual Tenant or any group of Tenants.
3. References to the Property include references to any part or parts of the Property and to the Fixtures, Fittings, Furnishings and Effects therein.
4. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
5. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Nature of the Agreement

The parties agree that it is their intention to create an Assured Shorthold Tenancy ('the Tenancy') within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

Where the Property is subject to a mortgage:

In accordance with Ground 2 in Schedule 2 of the Housing Act 1988 the Landlord hereby gives notice to the Tenant that the Property may be subject to a mortgage granted before or after the start of the Tenancy.

A. SPECIAL TERMS AND CONDITIONS

1. Occupation only by the tenant

The Tenant hereby agrees with the Landlord not to assign underlet charge or part with or share possession or occupation of the Property or any part thereof without the previous consent in writing of the Landlord.

The maximum number of people permitted to occupy the Property within the terms of this Agreement is: **5**

2. Vacation of the Property before the end of the Term

The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the Rent receivable by the Landlord had this Agreement run for the full Term. The Tenant is not liable to pay Rent if the Property is re-let to another party within this period.

3. Statutory Council Taxes or other local taxes payable by the Tenant

Payment of any Council Taxes or other local taxes that may from time to time be brought into force by the Local Authority in accordance with the Statutes and arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the responsibility of the Tenant. The Tenant hereby undertakes with the Landlord to produce on demand by the Landlord all relevant receipts for the payment of any Council Taxes or other local taxes issued to the Tenant by the Billing Authority. The Tenant hereby agrees with the Landlord to indemnify the Landlord against payment of any Council Taxes or other local taxes issued to the Landlord by the Billing Authority.

4. Arrears

If any Rent or other monies payable by the Tenant to the Landlord under the provisions hereof shall not be paid within 14 days of the day on which it became due the same shall be payable with interest thereon at the rate of 3% above the base rate of the Bank of England for the time being in force calculated on a day to day basis from the day upon which it became due to the date of payment.

5. Termination / Right of re-entry

5.1 It is not the intention of the Landlord to allow the Tenant to remain in the Property after the fixed Term has expired and provided that the Tenant gives up the Property with vacant possession by the End Date the Tenancy will be automatically terminated and the Tenant shall not be required to give notice to the Landlord to end the Tenancy.

5.2 If the Landlord allows the Tenant to remain in the Property after the fixed Term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy the Tenant shall be required to give the Landlord at least one month's notice in writing.

5.3 The Landlord has the right to recover possession of the Property by lawful means if:

5.3.1 the fixed Term has come to an end;

5.3.2 the Landlord has given the Tenant at least two months' notice of his intention to recover possession of the Property; and

5.3.3 at least six months have passed since the Commencement Date.

5.4 The Landlord reserves the right to re-enter the Property (subject always to any statutory restrictions on the Landlord's power to do so) and immediately thereon the Tenancy shall terminate without prejudice to the Landlord's other rights and remedies if:

5.4.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

5.4.2 the Tenant has breached this Agreement;

5.4.3 the Tenant becomes bankrupt;

5.4.4 an Interim Receiver of the Property is appointed;

5.4.5 the Tenant (without making prior arrangements in writing with the Landlord) leaves the Property vacant or unoccupied for more than 28 days; or

5.4.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

5.5 The Landlord reserves the right to re-enter the Property by lawful means if the Tenant does not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

6. Effect of Termination

6.1 Termination of this Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

6.2 At the end of the Tenancy the Tenant shall return the Property together with the Fixtures, Fittings, Furnishings and Effects therein to the Landlord in the condition required by this Agreement.

7. At the End of the Tenancy

7.1 At the termination of the Tenancy the Tenant agrees to:

7.1.1 give up the Property with vacant possession;

7.1.2 give up the Property and the Fixtures, Fittings, Furnishings and Effects therein in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Fixtures, Fittings, Furnishings and Effects therein damaged, soiled, stained, marked or lost during the Tenancy which were the Tenant's responsibility in this Agreement;

7.1.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;

7.1.4 allow the Landlord or the Landlord's Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;

7.1.5 leave the Fixtures, Fittings, Furnishings and Effects in the respective positions that they occupied at the commencement of the Tenancy;

7.1.6 return all sets of keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut if not all keys are returned to the Landlord;

7.1.7 remove all personal belongings including food stuff; and

7.1.8 provide the Landlord or the Landlord's Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

7.2 Any goods or personal effects belonging to the Tenant which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by the Landlord. The Landlord may dispose of such goods or personal effects as the Landlord thinks appropriate and the Tenant will be liable for the reasonable costs of removal, storage and disposal provided the Landlord or the Landlord's Agent have given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, and at least 14 days have passed (except perishable or hazardous items which the Landlord may dispose of immediately). The Landlord may deduct the reasonable cost of removal, storage and disposal from the Deposit.

B. LANDLORD'S UNDERTAKINGS

The Landlord hereby agrees with the Tenant as follows:

1. To pay and indemnify the Tenant against any assessment of Local Authority charges in respect of the Property (except any council tax or any other replacement Local Authority charge).
2. To pay water and sewerage rates payable in respect of the Property during the Term of the Tenancy.
3. To pay TV Licence fee payable in respect of the Property during the Term of the Tenancy.
4. To pay charges up to the amount specified in Appendix 2 annexed hereto for all gas, electric light and power which shall be consumed or supplied on, or to, the Property during the Term of the Tenancy.
5. To pay charges up to the amount specified in Appendix 2 annexed hereto for all broadband internet, subscription TV and phone services which shall be used or supplied on, or to, the Property during the Term of the Tenancy.
6. That the Tenant paying the Rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Property during the Term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for that party.
7. That within 30 days of receiving the Deposit from the Tenant, the Landlord shall register the Deposit with one of the Government-authorised tenancy deposit protection schemes and shall inform the Tenant of the details of the Relevant Scheme and the procedures for recovery of the Deposit at the end of the Tenancy, including the procedures for resolving a dispute over all or part of the Deposit.
8. At the end of the Tenancy, to return the Deposit to the Tenant within 10 working days of the parties agreeing how much should be returned. As soon as practicable after the end of the Tenancy (and within 30 days) the Landlord shall account to the Tenant for such part of the Deposit as the Landlord shall deem necessary (if any) to enable the Landlord to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith. The Landlord shall account to the Tenant for any balance of such sum and (if the Deposit shall not be paid in full) send to the Tenant a written statement detailing the payment made out of the Deposit. The Landlord shall follow the procedures of the Relevant Scheme to resolve a dispute over all or part of the Deposit.
9. To keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
10. To keep in repair and proper working order the electrical and gas appliances referred to in the Inventory.
11. To insure or cause to be insured the Property and the Fixtures, Fittings, Furnishings and Effects against fire and such risks as the Landlord shall deem desirable or expedient in the full value thereof in an insurance office of repute.
12. To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or otherwise, the amount in case of dispute to be settled by arbitration.
13. To ensure that any gas supply and appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
14. To ensure that any furniture and equipment supplied by the Landlord comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

C. GENERAL TERMS AND CONDITIONS: TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows:

1. Rent and Charges

1.1 To pay the Rent to the Landlord at the times and in the manner specified in this Agreement whether or not it has been formally demanded.

1.2 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.

1.3 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that the Tenant is responsible for as specified in this Agreement.

1.4 To pay all reasonable costs and expenses incurred by the Landlord:

1.4.1 in the recovery from the Tenant of any Rent and any other money which is in arrears;

1.4.2 in the enforcement of any of the provisions of this Agreement;

1.4.3 in the service of any notice relating to the breach by the Tenant of any obligations under this Agreement whether or not the same shall result in court proceedings;

1.4.4 the cost of any bank or other charges if any cheque written by the Tenant is dishonoured or if any standing order or any other payment method is withdrawn by the Tenant's bankers;

1.4.5 the cost of repairing, decorating or cleaning the Property or the Fixtures, Fittings, Furnishings and Effects therein so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted); and

1.4.6 any other monies owed by the Tenant to the Landlord.

1.5 The Tenant must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

2. Condition of the Property

2.1 Not to make any alteration in or addition to the Property without the Landlord's written consent.

2.2 Not to damage or injure the Property, the Fixtures, Fittings, Furnishings or Effects therein the curtilage thereof or the paths adjoining thereto.

2.3 Not to interfere with the internal or external decorations or painting of the Property.

2.4 To take reasonable care of the Property and to preserve the Fixtures, Fittings, Furnishings and Effects in the Property from being destroyed or damaged and not to part with possession of or remove any of them from the Property and not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings except with the Landlord's prior consent in writing. No furniture shall be introduced into the Property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

2.5 To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same places in the Property in which they were at the grant of the Tenancy.

2.6 To keep the Property clean and tidy and to keep the internal decorations in good condition and to yield up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings and Effects in the same clean state and condition as they were in at the grant of the Tenancy and make good, pay for the repair of or replace to the Landlord's satisfaction all such articles of the Fixtures, Fittings, Furnishings and Effects as shall be broken, lost, damaged or destroyed during the Term of the Tenancy (reasonable wear and tear and damage by fire and defects in the Inventory excepted).

2.7 To keep the Property adequately heated and ventilated and to take all reasonable precautions to 1) prevent damage occurring to any pipes or other installations in the Property that may be caused by frost, and 2) prevent damage caused by condensation and or mould growth in the Property (such precautions to include making good use of installations for space heating, extractor fans and by promptly wiping away any condensation).

2.8 To take all reasonable precautions to keep gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction and to clear or pay for the clearance of any blockage or over-flow when any occur, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

2.9 To keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

3. Locks and Keys

3.1 Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord and, in the event of lost keys by the Tenant, to pay reasonable costs of having replacement keys cut and or having new locks fitted and new keys cut.

3.2 To take all reasonable steps to ensure that the Property is kept secure from the intrusion of unauthorised persons (including shutting and locking doors and windows when the Tenant leaves the Property).

4. Deterioration

4.1 Immediately to notify the Landlord of any structural disrepair or deterioration of the Property and of any damage, loss or malfunction in respect of the Fixtures, Fittings, Furnishings and Effects whatever may be the cause thereof.

5. Use of the Property

5.1 Not to carry on any illegal activity or business within the Property or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises.

5.2 Not to carry on any profession trade or business in the Property or exhibit any notice board or notice whatsoever on any portion of the Property or use them or any part thereof for any purpose other than that of a strictly private residence.

5.3 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Property, or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Property and to repay to the Landlord if the Landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as Rent in arrears.

5.4 Not to tamper with, misuse or damage any equipment or other things in the Property which are provided by the Landlord in the interests of health and safety (including but not limited to smoke / heat detectors and fire doors).

5.5 Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the Property or out of the windows of the Property.

5.6 Not to keep any bird reptile dog animal or other living creature in the Property without the Landlord's permission.

5.7 Not to store bicycles inside the Property but instead to store all bicycles in the designated bicycle storage facility in the garden of the Property.

5.8 Not to hang any posters, pictures or other items in the Property using blu-tack, sellotape, nails, adhesive, or their equivalents.

5.9 Not to smoke or permit any guest or visitor to smoke any substance in the Property and to repay the Landlord for the cost of any damage, cleaning and / or redecoration required as a result of smoking any substance in the Property.

5.10 Not to take into, use or keep in the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, and not to burn candles in the Property.

5.11 Not to erect any external wireless or television aerial or satellite dish without the Landlord's permission.

5.12 Not to leave rubbish and recycling receptacles either in unauthorised places or at inappropriate times.

5.13 Not to use or carry offensive weapons.

5.14 Not to use, sell, cultivate or supply unlawful drugs or sell alcohol.

5.15 Not to store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

5.16 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

5.17 To arrange suitable contents insurance which the Tenant requires for his own belongings. The Landlord will have no liability to insure any items belonging to the Tenant.

6. Obstruction

6.1 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Property any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.

7. Entry by the Landlord, etc.

7.1 To permit the Landlord or the Landlord's agent and all other persons authorised by them to enter the Property at all reasonable hours where 24 hours' notice has been given (but immediately and at any time in cases of emergency) for the purposes of carrying out and completing any repairs, alterations or other works to the Property or for the purposes of examining the state and condition of the Property in order to determine what work type to carry out. An emergency means where there is a risk to life or damage to the fabric of the Property or the Fixtures, Fittings, Furnishings and Effects therein.

7.2 To permit the Landlord or the Landlord's agent and all other persons authorised by them to enter the Property at all reasonable hours where 24 hours' notice has been given with prospective tenants or purchasers for the purposes of viewing the Property or with surveyors for the purposes of valuing the Property.

7.3 To permit the Landlord or the Landlord's agent and all other persons authorised by them to enter the Property at all reasonable hours where 24 hours' notice has been given for the purposes of exhibiting a notice on any portion of the Property to advertise the Property for sale or for let.

8. Noise, etc.

8.1 At all times when not in use to keep shut the entrance doors to the Property (if any) and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door to the Property (if any) is closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of other parts of the Property or of any adjoining or neighbouring premises.

8.2 Not at any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the Property.

9. Gardens

9.1 To keep the gardens, paths and patios (if any) free from rubbish and litter in the same character, good order and weed free as at the commencement of the Tenancy.

10. Use of Gas and Electrical Equipment

10.1 With the exception of pilot lights on gas-operated space / water heaters (and not on gas cookers) and electrically operated clocks and such other items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.

10.2 The Tenant shall not introduce into the Property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.

10.3 The Tenant shall keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.

11. Gas, Electricity and Water Supplies

11.1 To pay charges extra over the amount specified in Appendix 2 annexed hereto for all gas, electric light and power which shall be consumed or supplied on, or to, the Property during the Term of the Tenancy.

11.2 Not neither to change to a new supplier for gas or electricity nor to allow any existing meter to be changed.

11.3 Not to have a water meter fitted where one is not already installed.

12. Broadband Internet, Subscription TV and Phone Services

12.1 To pay charges extra over the amount specified in Appendix 2 annexed hereto for all broadband internet, subscription TV and phone services which shall be used or supplied on, or to, the Property during the Term of the Tenancy.

Inventory and Schedule of Condition

1. At the start of the Tenancy the Tenant will be invited to attend a check-in process where the Tenant will be given access to the Property and an opportunity to take meter readings. The Tenant will be provided with the Inventory and Schedule of Condition ('the Inventory') relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Fixtures, Fittings, Furnishings and Effects and condition of the Property and Fixtures, Fittings, Furnishings and Effects at the start of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
2. The Tenant has a period of 7 days from the receipt of the Inventory, to ensure that the Inventory is correct and to inform the Landlord of any discrepancies in writing, after which the Inventory will be amended as appropriate. If the Tenant takes no action and after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.
3. At the end of the Tenancy the Tenant will be invited to attend a check-out process which will be arranged by the Landlord. The check-out process will comprise a full inspection of the Property and Fixtures, Fittings, Furnishings and Effects and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. The Tenant is strongly encouraged to be present at this process as best practice. This will give the Tenant the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with the Landlord.

Notices

1. The Landlord agrees that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either 1) by email to the Landlord's email address as given above, or 2) by being left at the Landlord's address above, or 3) by being sent to the Landlord's address above by first class post.. Notices sent by email are deemed to be served the next working day after being sent. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
2. The Tenant agrees that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Tenant either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
3. The Tenant agrees that the service of notices, the How to Rent Guide, Gas Safety Certificate, Energy Performance Certificate and Prescribed Information in relation to the Government-authorized tenancy deposit scheme may be served on the Tenant by email. The Tenant's email address for these purposes is as given above. Notices sent by email are deemed to be served the next working day after being sent.
4. The Tenant agrees that a forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.
5. The Tenant agrees to send to the Landlord copies of all notices received by the Tenant in respect of the Property other than notices given by or on behalf of the Landlord.

Acting Agent Authority

The Landlord hereby declares that the Acting Agent as detailed below is duly authorised to act and execute this document for and on behalf of the Landlord.

Acting Agent Name: Andrew Chell

Address: 66 Ashby Road, Loughborough, LE11 3AE

Mobile: +44 (0)7769 684800

Email: andrew@andrewchell.com

D. SPECIAL CONDITIONS

- **MONTHLY RENT PAYMENT:** The Landlord hereby agrees to allow rent to be paid monthly in advance; if this is the preferred option then the per-tenant payment schedule will be as follows: First rent instalment £452.00 due on 1st July 2021, followed by 11 rent instalments of £460.00 per month due on the 1st day of each subsequent month. Total of rent instalments £5,512.00 per tenant.
- **FIRST QUARTER OFFSET RENT PAYMENT:** The Landlord hereby agrees to allow a portion of rent from the first quarter to be offset to subsequent quarters; if this is the preferred option then the per-tenant payment schedule will be as follows: First rent instalment £250.00 due on 1st July 2021, followed by 3 rent instalments of £1,754.00 per quarter due on the 1st day of each subsequent quarter. Actual payment dates for 2nd, 3rd and 4th instalments can coincide with termly student loan dates. Total of rent instalments £5,512.00 per tenant.
- **CHANGE OF TENANT FEES:** During the Term of the Tenancy the Landlord hereby agrees to allow a new Tenant to replace any one or other of the Tenants subject to approval by all Parties under this Agreement. The Landlord hereby reserves the right to charge a fee of £50.00 to cover the costs associated with new Tenant referencing and Right-to-Rent checks, together with the preparation and execution of a replacement Tenancy Agreement; the cost of the fee to be borne by the outgoing Tenant. The outgoing Tenant shall also be liable to the Landlord's reasonably incurred marketing costs associated with finding a new Tenant. For the avoidance of doubt, the liability of the outgoing Tenant under this Agreement shall remain joint and several until the start date of the replacement Tenancy Agreement.
- **PARKING:** On-road residents' parking permits for up to 2 cars; Leicestershire County Council is responsible for the administration of Residents' Parking Schemes in Charnwood Borough - the property is in Charnwood Zone 5. The cost of residents' parking permits is not included in the rent. Residents' parking permits are issued on a first-come-first-served basis and it should be noted that submitting an application to Leicestershire County Council does not in itself guarantee that a permit will be issued.
- **RENEWAL OPTION:** The parties agree that at the end of the fixed Term, the Tenant is expected to give up the Property with vacant possession.

WE HEREBY AGREE THE FOREGOING

Signed by the Landlord's Agent:

Andrew Chell

Andrew Chell

4th of November 2020 08:42:55 UTC

Signed by the Tenant(s):

Thomas [REDACTED]

T Dunne-Wragg

2nd of November 2020 11:41:24 UTC

Ewan [REDACTED]

Ewan Atkinson

4th of November 2020 08:39:03 UTC

Joshua [REDACTED]

[REDACTED]

26th of November 2020 22:36:33 UTC

Jonathan [REDACTED]

[REDACTED]

Harry [REDACTED]

[REDACTED]

26th of November 2020 07:24:40 UTC

29th of October 2020 13:47:14 UTC

Andrew Chell *T Dunne-Wragg* *Ewan Atkinson* [REDACTED] [REDACTED] [REDACTED]

APPENDIX 1: PAYMENT SCHEDULE

Due Date	Full Tenancy	Due Date	Tenant Amount
Deposit		Deposit	
1 July 2021	£1,250.00	1 July 2021	£250.00
Rent		Rent	
1 July 2021	£6,890.00	1 July 2021	£1,378.00
1 October 2021	£6,890.00	1 October 2021	£1,378.00
1 January 2022	£6,890.00	1 January 2022	£1,378.00
1 April 2022	£6,890.00	1 April 2022	£1,378.00
Total Rent	£27,560.00	Total Rent	£5,512.00

Bank Details for online transfer / standing order

Sort Code: [REDACTED]
Account Number: [REDACTED]
Account Name: [REDACTED]

Payment Reference

Please use your surname followed by the Property street number and the first letter of the Property street address as the payment reference.
For example: John Smith living at the property 127 Nottingham Road would use 'SMITH 127N' as the payment reference.

Please note

Deposit and first instalment of Rent can be combined as one payment.

The per Tenant payment schedule is shown for convenience only and illustrates the amount of Rent that would be payable if each Tenant were to pay an equal share of the total Rent for the Property.

APPENDIX 2: ALL INCLUSIVE PACKAGE

The Rent includes the cost of Water Rates and TV Licence together with an allowance to budget for the cost of Electricity and Gas Supplies and Broadband Internet, Subscription TV and Phone Services used by the Tenant during the Term of the Tenancy, as more particularly set out below:

Water Rates: the cost of water supply and sewerage services is included in the Rent.

TV Licence: the cost of a TV Licence is included in the Rent.

Electricity and Gas Supplies: the Rent includes an allowance of £6.50 per Tenant per week (£338.00 per Tenant based on a 52-week Tenancy or pro-rata thereof) to budget for the cost of the electricity and gas used by the Tenant during the Term of the Tenancy.

The electricity and gas accounts are in the name of the Landlord and the Landlord pays the bills on behalf of the Tenant. The Landlord regularly researches the whole market for the most competitive tariff.

The allowance for electricity and gas has been set based on an estimated forecast of the unit cost of electricity and gas multiplied by a rolling annual average of actual historical kWh usage data in a typical multi-occupancy student house over recent years.

For more details about the combined cost of electricity and gas over recent years go to <http://www.andrewchell.com/faq.php#g8> and take a look at FAQ: What is included in the all-inclusive packageT / Electricity and Gas Supplies.

It should be noted that the actual amount of bills will depend on the prevailing unit cost of electricity and gas and the actual kWh used by the Tenant during the Term of the Tenancy i.e. how long the central heating is programmed to come on etc..

Any unused portion of the allowance for electricity and gas will be refunded. Meter readings will be taken at the start of the Tenancy, regularly during the Tenancy and then final readings will be taken at the end of the Tenancy. To keep track of the budget, the Landlord will provide the Tenant with a copy of the interim bills showing the cost of electricity and gas used at the Property. At the end of the Tenancy, it is agreed that if the total cost of the gas and electricity used during the Term of the Tenancy is less than £6.50 per Tenant per week then the amount under is reimbursed to the Tenant (by the Landlord). It is also agreed that if the total cost of the gas and electricity used during the Term of the Tenancy is more than £6.50 per Tenant per week then the extra over amount is to be paid to the Landlord (by the Tenant).

This budgeted allowance scheme is very effective because the Tenant is in full control of electricity and gas usage. It also means that the Tenant only pays for the kWh actually used and encourages responsibility towards the environment by reducing Carbon emissions.

Broadband Internet, Subscription TV and Phone Services ('the Media ServicesH): the collective Rent for all of the Tenants at the Property includes an allowance of £9.00 per week for the Property (£468.00 for the Property based on a 52-week Tenancy or pro-rata thereof) to budget for the cost of the Media Services used by the Tenant during the Term of the Tenancy. However, the Tenant must choose what Media Services are required, contact the service provider directly and open an account in the name of one of the Tenants. The Landlord will make a one-off payment or set up a standing order to credit the full amount of the Media Services allowance to the bank account of the Tenant who pays for the Media Services.

Virgin Media offers the fastest download speed in Loughborough. For more details about the combined cost of Media Services go to <http://www.andrewchell.com/faq.php#g8> and look at FAQ: What is included in the all-inclusive packageT / Broadband Internet, Subscription TV and Phone Services.

Go to <https://www.virginmedia.com/shop/broadband/students> to look at student contracts.

Or if you prefer to talk to an actual person, the Landlord has a good local contact at Virgin Media; Jason Brookes is based in Loughborough and can advise what contracts are available. Contact Jason Brookes on his mobile 07966 485198 or email jason.brookes@virginmedia.co.uk. FREE standard installation if you book with Jason Brookes.

Council Tax: the Rent does not include an allowance for the payment of Council Tax; however, full-time students, as defined by the Council Tax Regulations, are exempt from paying Council Tax.

Insurance for buildings and contents (owned by the Landlord): is the responsibility of the Landlord and there is no charge passed on to the Tenant.

Insurance for personal possessions owned by the Tenant: the Tenant is responsible for insuring their own personal possessions.

Endsleigh Insurance is a specialist provider of student contents insurance: <http://www.endsleigh.co.uk>

Audit Trail

Document ID: CO5F952BCF536C253539691603611599

Status: Tenant Signed

Note: All times are in UTC/GMT

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2020

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November 3,
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