



ASSURED SHORTHOLD TENANCY

For letting a furnished dwelling house



This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 and the Provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly (as amended by the Housing Act 1996).

THIS AGREEMENT is made the **Friday, XX November 2014**

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

Name: Andrew Chell & Kate Chell
Address: 50a King Street, Seagrave, Loughborough LE12 7LY
Phone: +44 (0)1509 768986
Mobile: +44 (0)7769 684800
Email: andrew@andrewchell.com

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

Name (* Nominated Tenant):
Home Address:
Home Postcode: Mobile:
Student email: Non-student email:
Course at Loughborough: Student Number: ** Course year 13/14:
Parent/Guardian Name: Home Phone:

Name:
Home Address:
Home Postcode: Mobile:
Student email: Non-student email:
Course at Loughborough: Student Number: ** Course year 13/14:
Parent/Guardian Name: Home Phone:

Name:
Home Address:
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Course at Loughborough: Student Number: ** Course year 13/14:
Parent/Guardian Name: Home Phone:

Name:
Home Address:
Home Postcode: Mobile:
Student email: Non-student email:
Course at Loughborough: Student Number: ** Course year 13/14:
Parent/Guardian Name: Home Phone:

* Nominated Tenant – a first point of contact for things like tenancy deposit protection schemes etc..

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

**XX XXXXXXX Street
Loughborough
Leicestershire
LE11 XXX**

(hereinafter referred to as 'the Property') together with the Fixtures, Fittings, Furnishings and Effects therein (as more particularly set out in the Inventory provided by the Landlord on the Commencement Date and signed by both parties) and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

The Term / Commencement Date

A fixed term certain of 12 months ('the Term') from 1st July 2015 ('the Commencement Date') to 30th June 2016.

The Rent

A fixed rent of £ 30,888 for the Term ('the Rent'); calculated on the basis of 6 housemates x £ 99 per week x 52 weeks.

The Tenant agrees to pay the Rent in four equal instalments by online transfer or by standing order on the following dates:

£ 7,722 - due on the 1st day of July 2015

£ 7,722 - due on the 1st day of October 2015

£ 7,722 - due on the 1st day of January 2016

£ 7,722 - due on the 1st day of April 2016

Bank Details for online transfer / standing order

Lloyds TSB Bank plc
7 High Street
Leicester LE1 9FS

Sort Code: XX-XX-XX
Account #: XXXXXXXX
Account name: HL Estates

The Deposit

The Tenant also agrees to pay to the Landlord on the Commencement Date a deposit of £ 1,500 ('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 General Terms and Conditions of this Agreement. The Tenant shall follow the procedures of the relevant tenancy deposit protection scheme to seek recovery of the Deposit or to resolve a dispute over recovery of all or part of the Deposit.

Specifically the Tenant hereby agrees not to use any part of the Deposit in lieu of rent.

The Landlord shall retain any interest earned during the tenancy on all or part of the Deposit which he retains.

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 Tenant 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.
3. References to the Property include references to any part or parts of the Property and to the Fixtures, Fittings, Furnishings and Effects.

Nature of the Agreement

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

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.

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 due by the Tenant to 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 direct 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 such Charges and/or Taxes issued to the Tenant by the Billing Authority.

4. Arrears

If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of four per centum per annum above the base minimum lending 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 down to the date of payment.

5. Forfeiture – Right of re-entry

Provided that if at any time the Rent, or any part of the Rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, then the Landlord may re-enter the Property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

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).
- 2.1 To pay water and sewerage rates payable in respect of the Property during the Term of the Tenancy.
- 2.2 To pay TV Licence fee payable in respect of the Property during the Term of the Tenancy.
- 2.3 To pay charges up to the amount specified in Appendix 1 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.
- 2.4 To pay charges up to the amount specified in Appendix 1 annexed hereto for all broadband, TV and phone services which shall be used or supplied on, or to, the Property during the Term of the Tenancy.
3. 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.
4. That the Landlord shall register the Deposit with one of the Government-authorised tenancy deposit protection schemes ('the relevant scheme') 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, within 14 days of receiving the Deposit from the Tenant. The Landlord shall also inform the Tenant of the circumstances in which all or part of the Deposit may be retained by the Landlord in relation to the terms of this tenancy agreement.
5. That as soon as practicable after the end of the tenancy (and within 28 days) the Landlord shall account to the Tenant for such part of the Deposit as the Landlord shall deem necessary 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 seek recovery of the Deposit or to resolve a dispute over recovery of all or part of the Deposit.
6. To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Property; to keep in repair and proper working order the installations in the Property for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences); to keep in repair and proper working order the installations in the Property for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Property and the locality in which it is situated.
7. To keep in repair and proper working order the electrical and gas appliances referred to in the Inventory annexed hereto.
8. 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.
9. 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.

C. GENERAL TERMS AND CONDITIONS: TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows:

Alterations, Additions, Damage, etc. - Property

1. Not to make any alteration in or addition to the Property without the Landlord's written consent.
2. Not to damage or injure the Property, the Fixtures, Fittings, Furnishings or Effects therein the curtilage thereof or the paths adjoining thereto.
3. Not to interfere with the internal or external decorations or painting of the Property.

Fixtures, Fittings, Furnishings and Effects

4. 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).
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.

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).

Locks and Keys

7. 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.

Deterioration

8. 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.

Activities

9. 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.
10. 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.
11. 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.
12. 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.
13. Not to keep any bird reptile dog animal or other living creature in the Property without the Landlord's permission.
14. 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.
15. Not to erect any external wireless or television aerial or satellite dish without the Landlord's permission.

Obstruction

16. 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 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.

Entry by the Landlord, etc.

17. To permit the Landlord or the Landlord's agent and all other persons authorised by them at all reasonable hours in the daytime by appointment (but at any time in case of emergency) during the Tenancy to enter into and upon the Property 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.
18. To permit the Landlord or the Landlord's agent at reasonable hours in the daytime at any time during the Tenancy to enter and view the Property with prospective tenants and at any time during the Tenancy permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the Property with prospective purchasers.
19. To permit the Landlord or the Landlord's agent at reasonable times by appointment during the Tenancy to enter into and upon the Property for the purposes of exhibiting a notice on any portion of the Property for the purpose of advertising the Property for sale or for let.

Noise, etc.

20. At all times when not in use to keep shut the entrance door 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.
21. 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.

Gardens

22. To keep the garden free from rubbish and litter in the same character in good order and weed free.

Use of Washing Machine and Dishwasher

23. No washing machine or dishwasher in the Property shall be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this Clause.

Gas and Electrical Equipment - Operation

24. With the exception of pilot lights on gas-operated 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.

- 25. 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.
- 26. 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.

The Tenant hereby agrees with the Landlord as follows:

Gas, Electricity and Water Supplies, Media and Communications (except where specified under additional clauses)

- 27. To pay charges extra over the amount specified in Appendix 1 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.
- 28. Not neither to change to a new supplier for gas or electricity nor to allow any existing meter to be changed.
- 29. Not to have a water meter fitted where one is not already installed.
- 30. To pay charges extra over the amount specified in Appendix 1 annexed hereto for all broadband, TV and phone services which shall be used or supplied on, or to, the Property during the Term of the Tenancy.

Schedule of Contents (Inventory)

- 31. The Schedule of Contents (Inventory) attached to this Agreement and signed by the parties hereto shall have effect.

Notices

- 32. The address at which the Tenant may serve notices on the Landlord (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 is as given above.
- 33. 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.
- 34. 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.

We hereby agree the foregoing

Signed Dated
For Landlord: Andrew Chell & Kate Chell

Signed Dated
* Nominated Tenant: Name 1

Signed Dated
Tenant: Name 2

Signed Dated
Tenant: Name 3

Signed Dated
Tenant: Name 4

Signed Dated
Tenant: Name 5

Signed Dated
Tenant: Name 6

* Nominated Tenant – a first point of contact e.g. tenancy deposit protection scheme etc..

APPENDIX 1: 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, gas, broadband, TV and phone services used by the Tenant during the Term of the Tenancy as follows:

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: the Rent includes an allowance of £ 312 per housemate (£ 6 per housemate per week) 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 and switches to the best supplier. The Landlord manages the accounts online (paperless billing) and discounts are earned by opting for a dual-fuel account and because The Landlord pays by monthly direct debit.

Analysing the bills from all the Landlord's properties over the last few years, the average combined cost for electricity and gas has been as follows:

- £ 225.09 per housemate for Academic Year 2010-2011 (£ 4.33 per housemate per week).
- £ 237.95 per housemate for Academic Year 2011-2012 (£ 4.58 per housemate per week).
- £ 279.76 per housemate for Academic Year 2012-2013 (£ 5.38 per housemate per week).
- £ 274.13 per housemate for Academic Year 2013-2014 (£ 5.27 per housemate per week).

£ 286.00 per housemate is the estimated budget for Academic Year 2014-2015 (£ 5.50 per housemate per week).

£ 312.00 per housemate is the estimated budget for Academic Year 2015-2016 (£ 6.00 per housemate per week).

However, the actual amount of bills will depend on the prevailing unit cost of electricity and gas and the actual usage in the Property i.e. how long the central heating is programmed to come on for etc..

Meter readings will be taken at the start of the Tenancy, quarterly and then final readings will be taken at the end of the Tenancy. The Landlord will provide the Tenant with a copy of the quarterly bills showing the cost of electricity and gas usage 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 more than £ 312 per housemate then the extra over amount is to be paid to the Landlord (by the Tenant). It is also agreed that if the total cost of the gas and electricity used during the Term of the Tenancy is less than £ 312 per housemate then the amount under is reimbursed to the Tenant (by the Landlord).

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 what is actually used and encourages responsibility towards the environment by reducing CO₂ emissions.

Broadband, TV and Phone: the Rent includes an allowance of £ 360 for the Property (equates to £ 40 for 9 months) to budget for the cost of the broadband, TV and phone services used by the Tenant during the Term of the Tenancy. However, the Tenant must choose what broadband, TV and phone services are required, contact the service provider directly and open an account in the name of one of the housemates. The Landlord will set up a standing order to credit the bank account of the housemate who pays for these services.

Virgin Media offers the fastest broadband download speeds in Loughborough with current deals as follows:

- 50Mb broadband : Super Hub wireless router : 9 month contract : £ 26.50 a month plus one off installation fee £ 49.95
- 100Mb broadband : Super Hub wireless router : 9 month contract : £ 31.50 a month plus one off installation fee £ 49.95
- 152Mb broadband : Super Hub wireless router : 9 month contract : £ 39.00 a month plus one off installation fee £ 49.95

Go to <http://store.virginmedia.com/broadband/student-broadband/student-broadband.html> to look at other contracts.

Or if you prefer to talk to someone the Landlords has a good contact at Virgin Media; Jason Brookes is based in Loughborough and can advise you what contracts are available. Contact Jason Brookes on his mobile 07966 485198 or email jason.brookes@virginmedia.co.uk.

Council Tax: Full time students living in shared private rented accommodation (occupied solely by students) 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:
 - Take a look at <https://www.endsleigh.co.uk/>.