

Cluster Apartment (Group Tenancy)

Offer of Tenancy - Summary of Core Terms

CUSTOMER REF	
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Please quote the reference above in all correspondence

Date:

Dear

Thank you for your recent application for accommodation. We are delighted to confirm that we wish to make you an offer of the accommodation as outlined below. The Tenancy Agreement will have effect from the first day of the Tenancy Period referred to below and will be subject to the attached Tenancy Conditions.

The principal terms of the Tenancy Agreement will be as follows:

Landlord Details	
Landlord Name	
Landlord's Agent	Asha House Management Company Ltd
Managing Agent	C/O Mainstay Residential
Managing Agent's Address	Whittington Hall Whittington Road Worcester WR5 2ZX

Tenants Details	
Tenant 1 (to whom Room 1 is let)	
Tenant 1 full name	

Tenant 2 (to whom Room 2 is let)	
Tenant 2 full name	

Tenant 3 (to whom Room 3 is let)	
Tenant 3 full name	

Tenant 4 (to whom Room 4 is let)	
Tenant 4 full name	

Tenant 5 (to whom Room 5 is let)	
Tenant 5 full name	

Tenant 6 (to whom Room 6 is let)	
Tenant 6 full name	

Accommodation Details	
Building Address	Asha House, Woodgate, Loughborough
Apartment / Number	

Tenancy Details	
Tenancy Start Date	1 st September 2010
Tenancy End Date	3rd August 2011

Payment Details (for each Tenant occupying a standard bedroom)	
Deposit	£100 per Tenant

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Total Fixed Rental Per Annum	£4632 per Tenant, to be paid by each Tenant as set out below
Rent Per Week (Notional equivalent)	£96.50 per Tenant
Method of Rental Payment	Cheque, Credit/Debit Card Payment or Standing Order
1 st Rental Payment	1 st August 2010 - £386 plus Deposit
2 nd Rental Payment	15 th October 2010 - £1466.80
3 rd Rental Payment	15 th January 2011 - £1852.80
4 th Rental Payment	20 th April 2011 - £926.40

Utility Allowance (for the whole Apartment)
£300 per annum multiplied by the number of bedrooms in the Apartment

ACCEPTANCE OF TENANCY. By each Tenant signing and returning this offer, together with the deposit it will constitute a separate tenancy. I can confirm that the terms and conditions contained within this agreement are acceptable to me.

Signed by Tenant 1	Signed for and on behalf of the Landlord
Signed by Tenant 2	Signed for and on behalf of the Landlord
Signed by Tenant 3	Signed for and on behalf of the Landlord
Signed by Tenant 4	Signed for and on behalf of the Landlord
Signed by Tenant 5	Signed for and on behalf of the Landlord
Signed by Tenant 6	Signed for and on behalf of the Landlord

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of your tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the Agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

Note for Tenants

This tenancy agreement is a legal and binding contract whereby the Tenant is responsible for payment of the rent for the entire agreed term. There is no provision within this agreement to terminate the tenancy early, however should a tenant circumstances change the only option available with permission of the Landlord is the re-let process. In this event the tenant is held liable for all rent under the agreement until the term period has expired OR a new student is found, application completed, new tenancy agreement signed and upon receipt of cleared funds due under the new agreement (whichever is sooner).

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

ASSURED SHORTHOLD TENANCY AGREEMENT - TENANCY CONDITIONS

1 DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions and interpretations is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation of meaning of any clause, or of any part of this agreement.

In these Tenancy Conditions:

"Building" means the building known as Asha House, Woodgate Road, Loughborough, LE11 3TZ

"Common Parts" means the entrance foyer, stairs, lifts, corridors, laundry, courtyard, common room and any other areas within the Building provided for the benefit of all tenants generally.

"Contents" means the furnishings and effects to be found in the Room, the Apartment or the Common Parts and as listed in the Inventory to be provided to the Tenant on moving-in to the Room;

"Apartment" means the apartment of which the Room forms part and which is shared jointly and severally with the other tenants of the apartment, but excluding the Rooms;

"Rooms" means the bedrooms in the Apartment, which are let to the Tenants as stated in the Offer of Tenancy, including their fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the Rooms and **"Room"** means any one of those bedrooms;

"Service Media" means heating and hot water systems, electrical services for power and lighting, drainage and water services or any other gas, electrical or any other media serving the Room or Apartment but excluding any Internet service provided;

"Offer of Tenancy" means the Offer of Tenancy addressed to the Tenant which is enclosed with these Tenancy Conditions;

"Tenancy Agreement" means the tenancy agreement constituted by the Offer of Tenancy and these Tenancy Conditions;

"Tenancy Period" means the period from and including the **Tenancy Start Date** and ending on and including the **Tenancy End Date**, as set out in the Offer of Tenancy;

"Tenant" means the Tenant stated in the Offer of Tenancy;

"Joint & Several liability" means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full.

"Landlord" means a person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises and thus is the person who at any particular time has the right to receive Rent under the Tenancy Agreement.

"Rent" means the sum payable on the Rent Payments Dates by the Tenant for the Tenancy Period as set out in the Offer of Tenancy;

"Rent Payment Dates" means the dates that the Rent is due to the Landlord as set out in the Offer of Tenancy;

"Method of Rental Payment" means the agreed method of payment for any rents payable as set out in the Offer of Tenancy;

“Deposit” means any sum collected from the Tenant at the start of the tenancy, as prescribed in the Offer of Tenancy and held by the Member on behalf of the tenant as security against performance of obligations under the Offer of Tenancy.

“Tenancy Deposit Scheme” means the statutory scheme to which the Landlord is a member for the adjudication of disputed deposits;

“Member” means an Agent or Landlord who has joined the Tenancy Deposit Scheme.

“ICE” means the Independent Case Examiner.

“Stakeholder” means an individual or Company who holds the deposit on behalf of both parties.

“Inventory” means the list of contents of the Room and the Apartment provided to the Tenant at the Tenancy Start Date and;

“Managing Agent” means any letting or managing agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.

“Masculine/Feminine/Singular/Plural” - Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

1. THE LETTING

- 1.1 The Landlord lets the Room to the Tenant for the Tenancy Period.
- 1.2 Unless set out to the contrary above, all terms defined in the Offer of Tenancy shall have the same meanings in these Tenancy Conditions.
- 1.3 Any obligation on the Landlord or a Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.4 The Landlord and the Tenants acknowledge that this Agreement creates separate tenancies of each of the Rooms in favour of each of the Tenants as set out in clause 1.8.
- 1.5 References to the Room in the context of any rights or obligations of any Tenant mean the Room which is let to that Tenant.
- 1.6 Where there are two or more Tenants, their obligations under this Agreement may be enforced against them as follows:
 - 1.6.1 obligations to pay Rent or which relate to the Rooms may not be enforced against them jointly, only against each of them individually;
 - 1.6.2 obligations which relate to the Common Parts or the Apartment as a whole may be enforced against them jointly or against each of them individually; and
 - 1.6.3 any other obligation may not be enforced against them jointly, only against them individually.
- 1.7 The headings in these Tenancy Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

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- 1.8** The Landlord lets:
- 1.8.1** Room 1 (including the Contents in Room 1) to Tenant 1 at the Rent for the Term;
 - 1.8.2** Room 2 (including the Contents in Room 2) to Tenant 2 at the Rent for the Term;
 - 1.8.3** Room 3 (including the Contents in Room 3) to Tenant 3 at the Rent for the Term;
 - 1.8.4** Room 4 (including the Contents in Room 4) to Tenant 4 at the Rent for the Term;
 - 1.8.5** Room 5 (including the Contents in Room 5) to Tenant 5 at the Rent for the Term; and
 - 1.8.6** Room 6 (including the Contents in Room 6) to Tenant 6 at the Rent for the Term
- 1.9** The Landlord and the Tenants acknowledge that this Agreement creates separate tenancies of each of the Rooms in favour of each of the Tenants as stated in clause 1.8. If the tenancy of any Room ends (for any reason) it will not affect the tenancy of any other Room.
- 2.0** Each tenancy to an individual under this Agreement is an assured shorthold tenancy under the Housing Act 1988
- 2.1** Each Tenant is granted the following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):
- 2.1.1** the right (shared with the Landlord, any superior landlord and other occupiers of the Building) to use the Common Parts, including the right to come and go to and from the Room over such of the Common Parts as are designed or designated to afford access on foot only; and
 - 2.1.2** the right to use the shared facilities within the Common Parts of the Apartment
 - 2.1.3** and in the case of the communal bicycle store, to use it for the normal purposes of such facility on a "first come, first served" basis
- The Landlord and any superior landlord may from time to time vary or exclude some or all of the Common Parts over which any Tenant has these rights provided the Tenant continues to have reasonable means of access to and from the Apartment and the Room.
- 2.2** The Landlord reserves the following rights over the Rooms:
- 2.2.1** the right for the Landlord and those authorised by the Landlord to enter any Room upon a minimum of 24 hours prior written notification (except in cases of emergency) for any purpose mentioned in these Tenancy Conditions; and
 - 2.2.2** the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Rooms.

3 THE TENANTS' OBLIGATIONS

PLEASE NOTE: These are the things that the Tenants agree to do or not to do. It is important for the Tenants to understand what they must or must not do. If the Tenants break, or do not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenants, or to seek other legal remedies against the Tenants, including the possibility of eviction against one or more of them.

The Tenant agrees with the Landlord as follows:

- 3.1 The Tenant shall accept the Room, the Apartment, the Common Parts and the Building as being in good and Tenanted repair and condition as at the Tenancy Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 48 hours of the Tenancy Start Date.
- 3.2 The Tenant shall accept that all the Contents are present in the Room or the Apartment unless the Tenant informs the Landlord in writing that items are missing from the Inventory within 48 hours of the Tenancy Start Date.
- 3.3 To pay the Rent promptly on the Rent Payment Dates, and in accordance with the Method of Rental Payment as set out in the Offer of Tenancy, whether formally demanded or not. The Tenant will not set-off any amounts against the Rent. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant.
- 3.4 If payment of the Rent or any other money due from the Tenant is late, the Landlord reserves the right to charge interest at the rate of 3% per annum above the base rate of National Westminster Bank and from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly, and the Landlord may recover the interest as though it were rent.
- 3.5 To pay a fair and reasonable proportion of the cost of providing electricity, gas (if any) and water (the "Utilities") to the Building (such proportion to be determined by the Landlord.) The Rent includes the cost of the Landlord providing the Utilities at an allowance of £300.00 per Tenant per Tenancy Period but this allowance will not necessarily provide the Tenant's total requirement and may need to be topped up by payment of additional sums. If the Tenant's share of the Utilities exceeds the Tenancy Period allowance then the Tenant will pay a fair and reasonable proportion of the overall additional consumption as determined by the Landlord.

The Landlord will notify the Tenant, in writing, of the additional costs for the Utilities and the Tenant will pay such additional costs to the Landlord upon demand.
- 3.6 To pay a security Deposit for the performance of the Tenant's obligations.
- 3.7 To pay an administration fee of £35 inc VAT for each letter sent to the Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement.
- 3.8 To pay a referral fee of £80.50 inc VAT should it be necessary to refer the debt to a solicitor to pursue the matter via the courts.
- 3.9 To pay to the Agent a sum equal to the cost of any insurance premium (plus insurance premium tax) which the Agent pays for the provision of tenancy deposit protection under the Tenancy Deposit Scheme as enacted by the Housing Act 2004, such payment not to exceed £12.50 (Twelve Pounds and 50 pence)
- 3.10 To promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Apartment and/or the Building.
- 3.11 To operate the Service Media and electrical appliances in the Apartment in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations

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- 3.12** To pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Room, the Apartment or the Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any of its guests or any failure by the Tenant to observe and comply with the obligations of the Tenant under the Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
- the damage to a Room was caused by the Tenant to whom that Room is let;
 - all the tenants of the Apartment caused the damage to the shared facilities in the Apartment; and;
 - all the tenants entitled to use the Common Parts caused the damage to the Common Parts.
- 3.13** To allow the Landlord and those authorised by the Landlord upon a minimum of 24 hours written notice (except in cases of emergency) to enter the Room and the Apartment at reasonable times to:
- inspect its condition;
 - carry out any necessary repairs or alterations to the Room and/or Apartment and/or Building;
 - maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room and/or Apartment
 - carry out viewings of the Room and/or Apartment with prospective tenants or buyers.
- The Landlord will cause minimum reasonable inconvenience to the Tenant and will, wherever possible, carry out the works after the end of the Tenancy Period.
- 3.14** Provide the Landlord with a certificate of exemption for Council Tax or, if the Tenant does not provide such a certificate, the Tenant will reimburse the Landlord for the Council Tax which is payable during the Tenancy Period or until the Tenant provides such a certificate in respect of the Room and/or the Tenant's use of the Room or any other part of the Building including television license fees, charges for the use of a telephone in the Apartment or Room and rental or other recurring charges during the Tenancy Period, if requested.
- 3.15** Maintain the Room and, jointly and severally with the other Tenants of the Apartment, the Apartment in at least as good Tenantable repair and decorative order and clean condition as it is in at the Tenancy Start Date.
- 3.16** Maintain the Contents in the Room, and jointly and severally with the other Tenants of the Apartment and the Building (as the case may be) the Apartment and the Common Parts in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the Inventory provided to the Tenant on moving in to the Room and the Apartment shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 3.2.
- 3.17** Not remove any of the Contents from the Room, the Apartment or the Common Parts.
- 3.18** To occupy the Room and the Apartment personally for residential purposes only as a student in full time attendance at a college or university institution. Should at any time a Tenants student status be revoked or change at any time the Tenant remains liable for all liabilities and rental charges until expiry of the original term period or upon re-let of the room to another student (whichever occurs sooner).
- 3.19** Not transfer the tenancy created by the Tenancy Agreement to anyone else (including not to assign, underlet, sublet, take in lodgers or paying guests, charge or part with possession of the whole or any part of the Room or Apartment).
- 3.20** Not to share occupation of the Room with any other person than those stated on the offer of tenancy
- 3.21** Not carry on any profession, trade or business whatsoever in the Room or the Apartment.

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- 3.22** Not use the Room or the Apartment or permit any guest or visitor of the Tenant in the Room or Apartment for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants/landlords of the Building or any adjoining premises and in particular, each Tenant will:
- 3.22.1** not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Common Parts of the Apartment, can be heard outside those Common Parts;
 - 3.22.2** not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971); not use, keep or supply any substance that gives hallucinogenic or similar drug induced effects
 - 3.22.3** not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person;
 - 3.22.4** not keep, store or use in the Building any gas or oil heater or other fuel burning appliance, including candles, incense sticks, deep fat fryers or smoking paraphernalia.
 - 3.22.5** attend a safety meeting at the beginning of the Tenancy Period arranged by the Landlord or Agent and the local fire brigade as required;
 - 3.22.6** not bring shopping trolleys, road signs, or any other article into the Building which is not needed for normal residential occupation;
 - 3.22.7** not to use or smoke, or allow others to use or smoke, cigarettes or any other form of tobacco in the Apartment or the Common Parts; and
 - 3.22.8** not allow any guest or visitor of the Tenant to be in the Room, the Apartment or the Building without being accompanied by the Tenant at all times
 - 3.22.9** not to do or permit any criminal act/offence in or on the premises which maybe detrimental to the health and safety of the Landlord, other tenant(s) or Personnel of the Building or adjoining premises. In the event of such an incident and whereby any of the Emergency Services are in attendance the Managing Agent reserves the right to serve appropriate notice on the tenant(s) for immediate vacation.
- 3.23** Not to tamper with any part of the mechanism of the window locks/restrictors within the apartment, or the Common Parts which would be detrimental to the health and safety of the Landlord, the tenant(s) or Personnel of the Building
- 3.23.1** To pay and compensate the Landlord fully for any costs, expense or loss or damage incurred or suffered by the Landlord as a consequence of such actions and to indemnify the Landlord from and against all actions, claims and liabilities in this respect.
 - 3.23.2** The Tenant(s) agree that in accordance with clause 3.22.9 any breach of this nature may result in the Tenant(s) being moved to an alternative room until possession is gained should the Landlord/Managing Agent feel that the health and safety of other residents/personnel is at risk
- 4.** Not damage or leave in a dirty or untidy state any parts of the Building
- 4.1** Not alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Apartment, the Contents, the Common Parts or the Building.
 - 4.2** Not block, or put damaging substances into, the sinks, baths, lavatories, cisterns or pipes in the Room, the Apartment, or the Common Parts.
 - 4.3** Not change any of the locks of the Room, Apartment or Common Parts
 - 4.4** Not park any vehicle on any Common Parts, approaches or private roads belonging to the Building

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- 4.5 Not to glue, stick, blue tack, nail, tack, screw fix or fasten anything whatsoever to the Room or the Apartment in any manner which may damage the structure or decorations or to place or fix anything on either side of the windows of the Room or the Apartment.
- 4.6 Ensure that any refuse is deposited in the receptacles provided for that purpose in the Building.
- 4.7 Not erect any external wireless or television aerial or satellite dish.
- 4.8 To purchase a TV License for the Tenant's personal use in the Room
- 4.9 Not keep any animal, bird, insect or reptile in the Room, or the Apartment, except for any guide dog.
- 4.10 Not do anything in the Room or the Apartment or the Common Parts which would invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies, or prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 4.11 Not obstruct any means of access within the Building.
- 4.12 Pay all reasonable and proper costs and expenses (including legal costs), and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under the Tenancy Agreement.
- 4.13 Not to tamper with the Landlord's fire prevention and control equipment on or around the premises and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.
- 4.14 Should any damage to the fire prevention and control equipment or sounding of the fire alarm be deemed as misuse by a Tenant(s), any associated costs incurred by the Landlord due to these circumstances will be borne by the offending Tenant(s).
- 4.15 Not to use designated fire escapes except for the purposes of emergency escape.
- 4.16 To comply with any reasonable regulations of the Landlord which may be notified to the Tenant in writing from time to time, and in the event of conflict between the terms of these Tenancy Conditions and any such regulations, the terms of these Tenancy Conditions shall prevail.
- 4.17 To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.
- 4.18 The Tenant(s) agree that upon receiving the Landlords consent to re-let a room they will pay an administration fee amounting to the value of the deposit to the Landlords agent to cover the process and drawing up of a new Tenancy Agreement.
5. At the end of the Tenancy Period, however it ends, the Tenant is to:
 - 5.1 Hand to the Landlord all keys to the Room, the Apartment and the Common Parts;
 - 5.2 Give the Landlord vacant possession of the Room and the Apartment;
 - 5.3 Ensure that the Room, the Apartment and the Contents are completely clean and tidy and are in the condition required by this Agreement.
 - 5.5 Take the opportunity to attend an inspection of the Room and the Apartment to be carried out by the Landlord or his representative;
 - 5.6 Leave all the Contents in the same positions in the Room and the Apartment as at the beginning of the Tenancy Period.

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- 5.7** To ensure all tenant's belongings, or property, or personal effects, foodstuffs or furnishings and equipment are removed from the premises on or before the last day of the tenancy.
- 5.8** Any tenant's belongings, property, personal effects, foodstuffs or furnishings and equipment left behind at the premises will be considered abandoned if, after the end of the tenancy and after the expiry of 7 days written notice sent, addressed to the tenant to the home address provided the tenant has not moved or retrieved them. After this time the Landlord or his Agent may remove, store or dispose of any such items as he sees fit. The tenant will remain liable for the costs of arranging such removal, storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deductions will remain the liability for the tenant.

6. THE LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenants may be entitled to claim damages or compensation from the Landlord, or to seek legal remedies against the Landlord.

The Landlord agrees with the Tenant as follows:

- 6.1** That if a Tenant pays the Rent and performs all the obligations of that Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (save as otherwise expressly set out in these Tenancy Conditions to the contrary);
- 6.2** 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 premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity (as appropriate) and for sanitation (including basins, sinks, baths and sanitary conveniences); to keep in repair and proper working order the installations in the premises 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 premises and the locality in which it is situated.
- 6.3** To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- 6.4** To maintain all Service Media serving the Apartment and / or the Common Parts;
- 6.5** To provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;
- 6.6** To provide security facilities for the Building; and
- 6.7** To provide and maintain equipment in the Common Parts.
- 6.8** To insure the Building under comprehensive insurance policies subject to any exclusions and excesses that are usually imposed in residential insurance policies;
 - 6.8.1** Use all reasonable endeavours to arrange for any damage covered by the insurance policies to be remedied as soon as reasonably practicable;
 - 6.8.2** And refund to each Tenant any Rent paid equivalent to the period during which the Tenant cannot occupy or gain access to the Room or the Common Parts of the Apartment as a result of any damage caused by an insured risk.
 - 6.8.3** Clauses 6.8.1 and 6.8.2 will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

7. ALTERNATIVE ACCOMMODATION

7.1 The Landlord reserves the right during the Tenancy Period to move any Tenant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs PROVIDED THAT:

7.1.1 The Tenant is given reasonable notice; and

7.1.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.

8 AGREEMENTS AND DECLARATIONS

8.1 It is agreed between the Landlord and each Tenant that if at any time:

8.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

8.1.2 there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or

8.1.3 the Tenant ceases to be a student in full time education; or

8.1.4 any of the grounds set out in the Housing Act 1988 Schedule 2 apply

the Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the tenancy of the Room shall end in accordance with the terms of the court order but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.

8.2 If the Landlord exercises its rights under clause 8.1 and the tenancy of any Room comes to an end, it will not affect the tenancy of any other Room.

8.3 If the Room, Apartment and/or Building are destroyed, then either the Landlord or the Tenant may end the tenancy of the Room created by the Tenancy Agreement by giving the other one month's written notice.

8.4 If any of the Tenants ceases to be a student any such Tenant is not thereby released from their obligations under this Agreement. The Tenant will only be released from their obligations upon the Landlord entering into a replacement tenancy of the relevant Room to a new tenant absolutely acceptable to the Landlord and subject to the Landlord being paid an administration fee of £150.00 by the relevant Tenant being released

9. THE DEPOSIT

9.1 The Deposit as set out in the Offer of Tenancy is paid by the Tenant to the Landlord's Managing Agent

9.1.1 The Deposit is held by The Managing Agent as Stakeholder. The Landlord and Managing Agent are members of the Tenancy Deposit Scheme.

9.1.2 Any interest earned will belong to the Landlord.

10 Purpose of the deposit

The Deposit has been taken for the following purposes:

10.1 Any damage, or compensation for damage, to the Room, the Apartment or the Building, its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord

10.1.1 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

10.1.2 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Room and Apartment for which the tenant is liable.

10.1.3 Any rent or other money due or payable by the tenant under the Tenancy Agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

11 Declaring that for the purpose of this clause;

11.1.1 the Tenant or any guest of the Tenant within the Apartment caused the damage to the Room;

11.2.1 all the Tenants of the Apartment caused the damage to the shared facilities in the Apartment;

11.2.3 all the Tenants entitled to use the Common Parts caused the damage to the Common Parts.

In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned at the discretion of the Landlord.

12 The fair costs incurred in compensating the Landlord for, or rectifying or remedying any meaningful breach by the Tenant of his obligations under this agreement, including those relating to the cleaning of the Room or the Apartment

12.1 Any unpaid council tax incurred at the property for which the Tenant is liable.

12.2 Any rent or other money lawfully due or payable by the Tenant under this agreement of which the Tenant has been made aware of and which remains unpaid after the Tenancy End Date.

13 Dealing with the Deposit after the end of the Tenancy

13.1.1 At the end of the Tenancy Period, the Tenant will be given the opportunity to attend a check-out inspection with a representative of the Landlord with a view to reaching an agreement as to what, if any, deductions the Landlord shall make from the Deposit

13.1.2 However, the Landlord reserves the right to draw on the Deposit at any time in payment of any sums due from or spent on behalf of the Tenant under the Tenancy Agreement

14 The Managing Agent will inform the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit

14.1 If there is no dispute the Managing Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit

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- 14.2** The Tenant should try to inform the Managing Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Managing Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 14.3** If, after 10 working days following notification of a dispute to the Managing Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 14.4** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 8.10 and 8.11 above
- 14.5** The Tenant will not off-set the Deposit against any payment of Rent due to the Landlord

15 SEVERABILITY

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

16 NOTICE

- 16.1** As required by Section 48 of the Landlord and Tenant Act 1987 the Tenants are hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenants at the following address (until the Tenants receive written notification of a different name or address for the Landlord) :
- Asha House Management Company Limited
Management Suite, Asha House, Woodgate Road, Loughborough, LE11 2TZ
- 16.2** Any notices served by the Landlord on a Tenant must be in writing and will be deemed to have been served if sent by recorded or first class post to, or left at, the Apartment or the Tenant's last known address in the United Kingdom
- 16.3** Within seven days of receipt, the Tenants are to give to the Landlord a copy of any document or communication relating to the Apartment received by the Tenants.

17 SUPERIOR LEASE

- 17.1** If the Landlord holds the Apartment under a lease, the provisions of this clause 17 will apply
- 17.2** The Landlord is:
- 17.2.1** to use reasonable endeavours to procure that, where appropriate, his obligations under this Agreement are fulfilled by the superior landlord or the management company under the superior lease
- 17.2.2** at the request and cost of the Tenants to use all reasonable endeavours to ensure that the superior landlord or the management company fulfils their obligations under the superior lease so far as they relate to or affect the Apartment; and
- 17.2.3** to pay the rents, service charges and other sums payable under the lease and observe all obligations imposed on him by that lease except for those which are the Tenants' obligations under this Agreement

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17.3 If, and to the extent that, any of the Landlord's obligations under this Agreement are also obligations owed by the superior landlord to the Landlord under the superior lease, the Landlord will not be liable for any breach of those obligations provided he has complied with clauses 17.2.1 and 17.2.2.

18. VEHICLE RESTRICTIONS IMPOSED BY CHARNWOOD BOROUGH COUNCIL

18.1 In this clause 18, the following expressions have the following means:

18.1.1 "Vehicle" means a car, van or other motor vehicle excluding cycles and cycles with motor assistance

18.1.2 "Identified Parking Space" means a parking space agreed by the Landlord with Charnwood Borough Council comprising a private or public off-street parking facility

18.1.3 "Exempt Vehicles" means all vehicles attending the Building in connection with the following:

- (a) deliveries and collections services including those associated with the provision of public utilities
- (b) emergencies including illness or reasons connected or associated with healthcare, construction, maintenance, security and management of the Building and everything thereon including services, sewers and drains on or serving the Building
- (c) private hire and public service vehicles taking persons to or from the Building
- (d) vehicles used by the disabled
- (e) vehicles used by staff at the Building

18.2 During the Tenancy Period the Tenant covenants not to bring to and/or use within the town of Loughborough any Vehicle which is within their ownership, custody or control unless one of the following exceptions applies:

18.2.1 the Tenant has use of an Identified Parking Space, the location of which has been notified in writing by the Landlord to the Tenant

18.2.2 the Vehicle is only being used for delivery of possessions and/or goods belonging to the Tenant at the beginning of the Tenancy Period or the removal of the Tenant's possessions and/or goods at the end of the Tenancy Period

18.2.3 the Vehicle falls within the category of Exempt Vehicles which may attend the Building

18.3 A Tenant having the benefit and use of an Identified Parking Space further covenants with the Landlord to use the same and no other (including any on-street parking) for the parking of such Vehicle when residing in the Property but this shall not exclude the Tenant from parking in or using private or public off-street car parks within Loughborough

18.4 When requested to do so, the Tenant will promptly provide the Landlord with a written statement (in such form as may be required by Charnwood Borough Council) in respect of the Tenant's ownership, custody or control of any Vehicle and their use of any Identified Parking Space

18.5 The Tenant will provide the Landlord with a written statement giving details of any change in the information supplied to the Landlord in respect of their ownership, custody or control of any Vehicle and their use of any Identified Parking Space within 14 days of any such change taking place

19 PAYMENT BY CREDIT OR DEBIT CARD

The Landlord reserves the right to take payment of late Rent and any associated administration fees from the relevant Tenant's credit or debit card. Details of credit or debit cards will be taken from the relevant Tenant's application forms or from those details provided on the relevant Tenant's checklist and shall be held on record. Payments by credit card shall be subject to a 2% transaction charge on the amount paid And 50pence per transaction when paid by debit card

20. STUDENTS RIGHT TO CANCEL

- 20.1** Under the Consumer Protection (Distance Selling) Regulations 2000, Asha House Management Company Ltd is required to provide the Student with the information in clauses 20.2 – 20.5 if Asha House Management Company Ltd has not met the Student before entering into this agreement.
- 20.2** The supplier of the Premises and the address of the Premises is given in the Assured Shorthold Tenancy Agreement
- 20.3** The services supplied for the Assured Shorthold Tenancy Agreement, the costs and the arrangements for payment are as set out in the Offer and contained within the Terms and Conditions of tenancy.
- 20.4** A student has the right to cancel this agreement by giving to Asha House Management Company Ltd written (by email, fax or post) notice to reach the Company within 8 working days of the date the Student accepted the Offer of the accommodation
- 20.5** Any right to cancel does not apply once the Landlord as detailed in the Assured Shorthold Tenancy Agreement has started to provide the Premises to the Student: after accepting the keys and/or move in, it is too late to cancel under clause 20.4