

Assured Shorthold Tenancy Agreement

The Landlord and Landlord's Agent

Landlord

c/o

Landlord's Agent Collegiate AC Ltd, Home Farm, School Road, Ardington, Oxfordshire, OX12 8PD

This agreement is made between the Landlord detailed above and the Tenant detailed below.

The Tenant

Name

Address

Phone Number

Mobile Number

Email Address

University

Course

The Guarantor

A UK based guarantor is required for all tenants wishing to pay by instalments, if you are paying the full rent in advance to moving in then a guarantor is not required.

Name

Address

Phone Number

Mobile Number

Email Address

Guarantor D.O.B.

Guarantor NI Number



Property Details

Name	
Address	
Flat	
Room	
Room Type	

Definitions

In this agreement the following definitions apply:

Flat: all that flat as set out on page 2 of this agreement, excluding such rooms that are let or are intended to be let to students under assured shorthold tenancies other than this agreement.

Property: all that building, of which the Flat and the Room form part, as set out on page 2 of this agreement.

Room: all that room within the Flat as set out on page 2 of this agreement.

Room Items: Fixed Furniture, mattresses, sofa*, bar stalls*, table and chairs*, (*provided in in studio room), oven, hob, window coverings.

Shared Areas: all those parts of the Property, excluding flats containing rooms let or intended to be let to individual students, which are intended to be used in common with other occupiers, including but not limited to any corridors, stairwells, lifts, games rooms, private cinema rooms, seminar rooms and gymnasiums.

Shared Items: Shared kitchens – fixed furniture, bar stalls, table and chairs, window coverings, oven, hob, microwave, soft furniture, vacuum cleaners, mop, bucket.



1. Tenancy Term and Rent Charges

Tenancy Dates / Residential Period

Residential Period (12 noon)	
Booking Fee / Deposit	

The Booking Fee is a fee required to secure your room.

Upon commencement of the Tenancy, the Booking Fee will convert to a security Deposit.

Rent

Weekly Rate	
Total Weeks	
Total Rent	
<small>(including £250 allowance for utilities)</small>	
Payment Option Selected	

Instalments

	Amount and Payment Date
1st Instalment	
2nd Instalment	
3rd Instalment	
4th Instalment	
5th Instalment	
6th Instalment	
7th Instalment	
8th Instalment	
9th Instalment	
10th Instalment	

Other charges

Car Parking	
Internet	

1.1. The Landlord lets and the Tenant takes the Room together with a right to use in common with others the Flat and the Shared Areas for the Residential Period at the Rent and this agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.



- 1.1. The Landlord lets and the Tenant takes the Room together with a right to use in common with others the Flat and the Shared Areas for the Residential Period at the Rent and this agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
- 1.2. The allowance for the payment of Rent by way of three instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all three instalments immediately without further notice needing to be sent and if the payment of the full amount is not received the Landlord would have the ability to terminate this agreement.
- 1.3. Included in the Rent is an allowance towards utility costs of £250. The Landlord reserves the right to recharge to the Tenant any additional costs incurred above this amount for utilities (water, electricity, gas). These costs will be monitored by the accommodation team and notification of excess energy consumption as soon as practical. The Landlord further reserves the right to request a bond, payable by the Tenant on demand, as security for such additional costs.
- 1.4. Tenants are responsible for paying any local council tax that is due, or becomes due, during the dates of this agreement. If required to do so by the local council, or the Landlord, tenants must obtain a student exemption notice and provide a copy of this to the management office at The Property. Though students are usually exempt from council tax, for the avoidance of doubt, the Tenant agrees that they will be liable for any council tax liability that may arise for any period covered under the dates of this agreement.
- 1.5. Rent is always due in advance. If you fail to pay your rent in advance or on the date due the arrears process will automatically commence which will result in an initial arrears letter at a charge of £30. For any subsequent letters issued an additional £30 will be charged each time. If rent remains unpaid then legal action will be taken. Any costs relating to the legal action will be added to your outstanding balance.

2. Deposit

- 2.1. The Tenant shall pay the Booking Fee on or before the date of this agreement. If for whatever reason the Landlord is not able to provide the Room to the Tenant it may at any time before the Residential Period commences terminate this agreement and return the Booking Fee to the Tenant. The Booking Fee is otherwise non-refundable. Further details on Collegiate's cancellation policy are available at www.collegiate-ac.com
- 2.2. The Booking Fee will convert to a Deposit at the commencement of the Residential Period, once the tenant has moved in. The Deposit will be held by the Landlord's Agent in trust as security against any damage to the Room, the Flat or the Property (fair wear and tear excepted), any damage to the furnishings or other equipment provided (fair wear and tear excepted) and any unpaid Rent or other charges incurred during the duration of this agreement. The balance of the Deposit shall be paid to the Tenant as soon as reasonably possible after the termination of this agreement, less any reasonable costs incurred for the breach of any obligation under this agreement.
- 2.3. The Deposit will be held by the Landlord's Agent, the Landlord's Agent, in a separately designated Landlord deposit account. Any interest earned on the Deposit belongs to the Landlord.
- 2.4. The Deposit will be registered by the Landlord's Agent within 30 days of the commencement of the Residential Period with myDeposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ. Telephone No. 0844 980 0290 www.mydeposits.co.uk/tenants, and the Landlord's Agent will provide a certificate of registration for the Tenant from myDeposits for collection at the reception of the Property, or make this available electronically to the Tenant, within those 30 days.
- 2.5. Upon moving into the Room, the Tenant must check that the supplied inventory is accurate and must sign and return the inventory to the Landlord's Agent within 7 days of moving into the Room. If the inventory is not signed and returned then the Tenant accepts that it is correct as supplied.

As a tenant at the Room, your Deposit is secured in a Tenancy Deposit Scheme. This will ensure that your Deposit is held in trust and in the event that any disputes occur you will have the Tenancy Deposit Scheme to help out.



3. Termination of the Tenancy

- 3.1. The Tenant will arrange a suitable time with the Landlord's Agent for an inspection of the Flat, or Flat and Room. The purpose of the inspection is to determine the condition of the Room and whether any charges are to be made. The Landlord's Agent will tell the Tenant within 10 working days of the end date on this Tenancy agreement if they propose to make any deductions from the deposit.
- 3.2. If the Tenant signs the vacating inspection sheet by way of agreement as to the amount of the Deposit to be returned, the Deposit will be returned within 14 days. If the Tenant vacates without arranging an inspection, the Landlord's Agent will return the Deposit net of any deductions that the Landlord's Agent identifies as appropriate within 14 days.
- 3.3. If the Tenant disputes any deductions that have been made from the Deposit, these should be notified to the Landlord's Agent within 10 working days of the notification of charges. The Independent Case Examiner of The Dispute Service Ltd ('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.
- 3.4. If, after 10 working days following the notification of a dispute to the Landlord's 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 (subject to Clause 3.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 3.5. The Statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by this clause 3.

If any of the following clauses are breached you will be asked to attend a meeting with the Accommodation Team to discuss actions going forward, please read the following section very carefully to ensure that you understand. Breaching of any of these clauses could result in the Termination of your agreement at full financial cost to the tenant.

In the event that you want to terminate your tenancy agreement, you will need to find another tenant to replace you and take over your tenancy agreement. Your tenancy period is for the duration stated on the front of this agreement; whomever takes over must take over for the remaining period – A £50 admin fee will apply to set up a replacement tenant.

4. The Accommodation

- 4.1. The Tenant will:
 - a. Agree to adhere to and obey the rules and regulations of the Property as may be made and varied from time to time and notified to the Tenant in a tenant handbook, or exhibited at the main office of the Property.
 - b. Pay the rent in the manner due and at the times specified regardless of whether this is demanded or not.
 - c. Keep the interior of the Flat together with all fixtures and fittings of the Flat and the Landlord's contents in good condition and not to alter the Flat or make any holes or affix anything to the walls ceiling and floors of the Flat (pictures, posters or other articles).
 - d. Not change the internal or external colour of the Flat.
 - e. Not carry on any trade, profession or business, on or from the Flat and to use the Room as a single private residence only in the occupation of the Tenant.
 - f. Not assign or sub-let the Room or any part thereof, or permit any other person to reside in, or occupy, the Room.
"Sub-letting" means renting the Room to another person or persons. "Assigning" means transferring rights under this agreement to another person or persons.
 - g. Not keep any animal, bird or reptile at the Flat.
 - h. Not cause or allow any visitors to cause a nuisance or annoyance to other persons/tenants in the residence.
 - i. Be responsible for their own washing up, clearance of debris, grease and spillages. Tenants must clean the refrigerator interior and place rubbish in the centrally located refuse bins provided, and separate any waste as required by the local authority.



- j. Remove waste on a regular basis to ensure hygiene standards and avoid odours.
- k. Remain responsible for any visitors that they bring into the Property; this will include any actions that the visitor may undertake to cause damage to any part of the Property.
- l. Not commit or allow any visitor to commit any form of:
- Criminal offence
 - Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of, or cause offence to, any other tenants, and visitor, any employee of the Landlord or his agents or his contractors.
 - Nuisance or intimidation or physical, verbal or written abuse against other tenants, visitors, any employee of the Landlord or his agents or his contractors.
- m. Not permit any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Room between the hours of 10.30pm and 8.00am and nevertheless outside those hours not to be a nuisance or annoyance to any neighbouring property.
- n. Not permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Room, the Flat or the Property or any part thereof or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand any sums from time to time paid by way of an increased insurance premium and further not to keep any combustible or offensive goods, provision or materials in the Flat.
- o. Not use a paraffin or portable gas heater or candles within the Flat.
- p. Not allow any other person into occupation other than the named Tenants.
- q. Not allow drugs of any sort to be taken or used on the Flat except as may be authorised or prescribed by a duly qualified Medical Practitioner.
- r. Not make or have made any duplicate keys to the Flat nor to replace or add any new locks to the Flat, and report any loss of keys/fob/swipe card to reception and not to mark the keys with anything that relates it to the Property or the Flat. **This is so that if keys are lost, they cannot be identified with the Flat to which they belong.**
- s. Not erect or permit to be projected outside of the Property any wireless/satellite dish or television aerial.
- t. Not use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in the Flat other than any which may be supplied by the Landlord.
- u. Not cover or obstruct in any way the air vents in the Flat.
- v. Not remove any door closers
- w. Not tamper with any fire fighting/prevention equipment, this includes fire extinguishers, fire blankets, and fire alarms, smoke detectors, not obstruct any fire doors or fire exit routes or disconnect automatic door closures **It is an offence to tamper with any fire fighting/prevention equipment and could result in prosecution. The fire equipment is there for your safety and that of your fellow residents.**
- x. Not open the windows past the set restrictors other than in the event of an emergency and evacuation through the window being required
- y. Not smoke in any part of the Property. **The entire site is a no smoking site, there are designated smoking areas assigned around the Property – ensure that these are used and that you do not smoke inside any part of the Property.**
- z. Not bring any bicycles into any part of the Property.
- aa. Not use any open chip pan/fryers.
- ab. Not leave the Flat unoccupied for any period whatsoever without locking and securing all doors and windows.
- ac. Notify the Landlord's Agent of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat or the Property as soon as such repairs or maintenance work are apparent.
- ad. Not attempt to carry out any repairs or maintenance works to any part of the Property, including the Flat and the Room, and any of the Shared Items and the Room Items.
- ae. Responsible for descaling and cleaning the showerhead in the Room detailed on this agreement **The above clause is required in the interests of health and safety. Landlord's Agent staff will attend to repairs and maintenance.**



5. The Guarantor

- 5.1. The Guarantor guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this agreement and the performance and observance by the Tenant of the terms and provisions of this agreement.
- 5.2. If the Tenant shall default in the payment of the Rent or any other monies payable under the said agreement, the Guarantor will, upon written demand by the Landlord, immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this agreement, but the Guarantor accepts no legal or moral responsibility for any other person apart from the Tenant, unless that person is a guest of the Tenant.
- 5.3. This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- 5.4. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the agreement shall not release or exonerate the Guarantor, or in any way affect the liability of the Guarantor, under this agreement.
- 5.5. This Guarantee shall constitute the Guarantor as principal debtor.
- 5.6. The Tenant agrees that as party to this agreement, The Landlord and Landlord's Agent may discuss any element of their Tenancy, and the Tenant's conduct and well being, with the Guarantor.

6. Access by the Landlord

- 6.1. The Tenant will permit the Landlord and Landlord's Agent and their agents, together with any necessary contractors and workmen, to enter the Flat and the Room at all reasonable times upon 24 hours notice (or in the event of an emergency at any time without notice) in order to:
 - a. Carry out the services under this Agreement
 - b. Show the accommodation to prospective new tenants
 - c. Examine the state and condition of the Flat, the Room, the Shared Items and the Room Items. A minimum of three notified room inspections will be carried out during the duration of this agreement.
 - d. Carry out any repairs to the Room, the Flat or the Property that are reasonably necessary pursuant to the Landlord's and the Landlord's Agent's responsibilities under the agreement or by statute and for any reasonable purpose in connection with the management of the Property.

The accommodation team will endeavour to give you at least 24 hours notice in the event of needing access to your room; this would mainly be due to maintenance requirements. If you report a maintenance issue you will be asked at that time whether the maintenance team can access your room in the event that you are not at home.

7. At the end of the Tenancy

- 7.1. The Tenant will attend a check-out inspection arranged by the Landlord's Agent and sign a copy of the inspection report, noting any comments they may have.

If the Tenant fails to attend the check out inspection it will be very difficult for the Tenant to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

- 7.2. If any of the Tenant's belongings have not been removed from the Property at the expiration of this Agreement, the Tenant will pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such items, provided always that after the end of this Agreement the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.



- 7.3. The Tenant will hand over to the Landlord or his agents by 12(noon) on the last day of this agreement (howsoever ended) all keys, fobs, door entry cards, or any other access devices, to the Flat, the Room, and the Property. If all keys, fobs, door entry cards, or any other access devices, are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Residential Period the Tenant shall be assumed thereafter to have given up his right to occupy the Room from the expiry of the last day of the Residential Period if at that date the Tenant is not physically occupying any part of the Room (provided also that for the purposes of this clause the fact that any of the tenant's belongings may at the expiry of the Residential Period still remain at any in the Room or the Flat shall not in its self be deemed to be physical occupation of any part of the Room by the Tenant).
- 7.4. The Tenant will confirm to the Landlord's Agent the bank details or card details to which the Deposit (less any deductions made in accordance with this agreement) should be sent, and if the Landlord's Agent does not receive these details within 5 working days of the end of this agreement then the Deposit will be returned in the same way as it was paid, or sent to the last address on-file if a direct credit is not possible.

8. The Landlord

- 8.1. The Landlord is entitled to terminate this agreement and obtain a court order to enter the Room and evict the Tenant if:
- a. Any instalment of Rent is not received in full within 14 days of the date when it has fallen due under this Agreement, whether formally demanded or not, OR
 - b. The Tenant fails to comply with any of the Tenant's obligations under this Agreement, OR
 - c. The Tenant becomes bankrupt or an interim receiver of his property is appointed.
- 8.2. Termination of this Agreement under clause 8.1 ends the agreement but does not release either party from any outstanding obligation to each other.
- 8.3. The Landlord reserves the right to re-enter the Room if:
- a. The Rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not;
 - b. The Tenant has breached this Agreement;
 - c. Any grounds of possession stated in Section 7(6)(a) of the Housing Act 1988 occur or apply;
 - d. The Tenant ceases to be a full time student;
 - e. Fire or damage renders the Room unfit for the occupation.
- 8.4. If the Landlord re-enters the Room pursuant to this clause, then this Agreement shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant.

9. Notices

- 9.1. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if it is:
- a. Sent by first class post or left at the Landlord's Agent's address given on the first page of this agreement; or
 - b. Sent to the Landlord's Agent's email address stated on the first page of this agreement.
- 9.2. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if it is sent by first class post to the Flat and shall be deemed to have been received the day after it was sent.
- 9.3. For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the Landlord's Agent's address as stated on the first page of this agreement.



10. Jurisdiction

- 10.1. Subject to the terms of clause 10.2, this agreement shall be governed by, construed and take effect in accordance with, the law of England and Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.
- 10.2. Where the Property is located in Scotland, notwithstanding the foregoing terms of this agreement the following provisions shall apply:
- a. This agreement creates a short assured tenancy within Part II of the Housing (Scotland) Act 1988 as amended by Part I of the Housing (Scotland) Act 2006 and the provisions for the recovery of possession by the Landlord in section 33 of the Housing (Scotland) Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 11 to 15 or 16 of Schedule 5 of the Housing (Scotland) Act 1988 or as otherwise permitted by the Housing (Scotland) Act 1988 prior to the expiry of the fixed term.
- 10.3. This agreement shall be governed by, construed and take effect in accordance with the law of Scotland and the courts of Scotland should have jurisdiction to hear and determine any matters arising.
- 10.4. This agreement has been entered into on the date stated under the Landlord's signature.

11. Tenant indemnity – Council Tax

- 11.1. The Tenant agrees to be responsible for the payment of council tax (or any similar charge replacing council tax) to the local council during the duration of this agreement. Where the tenant is registered as a full time student an exemption may apply. All local councils act under different policies regarding the exemption of council tax.
- 11.2. The Landlord holds no responsibility for the payment of council tax when a Room is let under the dates of this agreement. The Tenant agrees to reimburse and indemnify the Landlord for any council tax (or similar charges replacing council tax) charges they may incur during the duration of this agreement.

12. Landlord's obligations

- 12.1. The Landlord agrees to:
- a. Allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
- b. Carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable);
- Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the Landlord in connection with the structure and the exterior parts as well as plumbing, sanitary convenience and installations such as electrical wiring and gas piping.**
- c. Comply with the Furniture and Furnishings (Fire Safety) regulations 1988 and any subsequent amendments;
- d. Insure the Flat, the Room Items and the Shared Items. The Landlord shall also arrange to provide a basic student contents insurance package for the Tenant from Endsleigh Insurance, which the student should activate by registering with Endsleigh directly. However the Landlord accepts no liability for loss or damage to the Tenant's personal possessions;
- e. At the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.



Signatures

Before signing this agreement the Tenant should read the following notes.

This agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he will be bound for the whole of the Residential Period and will not be released from his/her obligations (for example to pay Rent) until the Residential Period expires.

Signed By Tenant

Full name

Date

The procedure is that the Tenant prints and signs 2 copies of this agreement along with any other required documentation, and then returns these to the Landlord's Agent's designated office, where the Landlord's Agent (on behalf of the Landlord) will sign and date both copies of the agreement. The Landlord's Agent will then keep hold of the agreements and you will receive your copy when you take occupation of the Room.

Signed By Guarantor

Full name

Date

Note - If upon routine checking the Guarantor is found not be genuine then the Booking Fee will be forfeited by the Tenant and the Landlord's Agent shall have the right to withdraw offer of accommodation. A Guarantor is only required if the Tenant wants to pay the Rent in three instalments – if the Tenant settles the Rent in advance in full then they need not provide a Guarantor.

PLEASE NOTE THAT THE GUARANTOR MUST SIGN THIS AGREEMENT ABOVE. IF ANYONE OTHER THAN THE GUARANTOR SIGNS THIS AGREEMENT, OR FORGES THE GUARANTOR'S SIGNATURE, THIS IS A CRIMINAL OFFENCE AND WILL BE REPORTED TO THE POLICE.

Signed on behalf of the Landlord

Full name

Date

It is agreed between the Landlord and the Tenant that the date on which this agreement shall come into being is the date specified under the Landlord's signature above and references to "the date of this agreement" in this document shall be construed accordingly.