

1. This Tenancy Agreement is a legal and binding contract and the Tenants are responsible for payment of the Rent for the entire agreed Term, the Agreement may not be terminated early unless written permission is obtained from the Landlord
2. This is a Joint Tenancy Agreement and therefore all obligations can be enforced against all of the Tenants jointly and against each individually
3. The Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above
4. The Tenant agrees to obtain a Personal Guarantee for their Rent prior to the commencement of the Term
5. The Tenant agrees to provide the Landlord with details of their Personal Guarantor
6. The Personal Guarantor must be aged 18 or over, a UK resident and be in a financial position to act as Guarantor
7. Where the Tenant cannot obtain a Personal Guarantee as set out above the Rent is to be paid in full prior to the commencement of the Term in accordance with the Landlord's payment plan
8. The Tenant agrees to provide the Landlord with appropriate identification documents for the right to rent checks prior to the commencement of the Term in accordance with Chapter I of the Immigration Act 2014
9. This Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy
10. If the Property burns down or the Tenant cannot live in it because of fire damage the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen
11. The Tenant agrees with the Landlord as set out in Schedule Two
12. The Landlord agrees with the Tenant as set out in Schedule Three
13. If the Tenant
 - 13.1 is at least fourteen days late paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
 - 13.2 has broken any of the terms of this Agreementthen subject to any statutory provisions the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force (**Note:** The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain circumstances set out in the Act of substantial arrears of rent the court has discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good (**Note:** This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977))
14. If Section 11 of the Landlord & Tenant Act 1985 applies to the tenancy the Tenant's obligations are subject to the effect of that section (**Note:** As a general rule Section 11 applies to tenancies of a dwelling-house for a term of less than seven years and requires a landlord to keep in repair the structure and exterior of the dwelling-house including drains gutters and external pipes, and to keep in repair and proper working order the installations for the supply of water gas and electricity, for sanitation

(including sinks baths and sanitary conveniences) and for space heating and heating water. The landlord is not obliged to repair until the tenant has given notice of the defect and the tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do

15. Where the context permits:-
 - 15.1 "the Landlord" includes the successors to the original landlord
 - 15.2 "the Tenant" includes the successors to the original tenant
 - 15.3 "the Property" includes any part of the Property or the Fixtures, Furniture and Effects
16. The Tenant acknowledges that if more than one person is named as Tenant liability under this Agreement shall be joint and several between those named
17. Tenants are liable for payment of the Rent in full and in the event of rent arrears the Landlord may recover such arrears from all named Tenants until the rent is paid in full
18. The Landlord may recover the arrears from the Guarantor under the terms of the Personal Guarantee
19. The Tenants are liable for utility costs which exceed the stated utility cap
20. Where the utility cap is exceeded the over spend will be charged at the current market rate
21. Where such utility costs are not paid within 14 days of being requested the Landlord may recover the costs from the Guarantor under the terms of the Personal Guarantee
22. Where the Tenant does not have a Guarantor the Landlord may recover such utility costs from all of the Tenants jointly
23. The Service Charge; the Landlord will carry out the following services: bi-annual window cleaning, providing and replacing light bulbs upon the Tenant's request, the cleaning, lighting and heating of communal areas outside of the dwelling-house and the maintenance of communal exterior spaces throughout the Term and the cleaning of interior areas in the dwelling- house at the expiration of the Term
24. The Service Charge does not include reparation works for damage maliciously or negligently caused by the Tenant during and at the end of the Term or the removal of Tenant's personal belongings and rubbish at the end of the Term, if the Tenant fails to leave the property in good condition and remove all personal belongings and rubbish charges will be incurred
25. Where charges are incurred during and at the end of the Term these will be charged to the Tenant in the form of an invoice which shall be paid by the Tenant within 14 days
26. Where invoices are not paid within 14 days the Landlord may recover the monies owed from the Guarantor under the terms of the Personal Guarantee
27. Where the Tenant does not have a Guarantor the Landlord may recover the monies from all of the Tenants jointly
28. No deposit is payable but any damage deemed beyond fair wear and tear during and at the end of the Term will be charged back to the tenant in the form of an invoice which shall be paid within 14 days
29. Reparation works for damage maliciously or negligently caused by the Tenant during and at the end of the Term will be charged back to the Tenant in the form of an invoice which shall be paid within 14 days
30. Where invoices are not paid within 14 days the Landlord may recover the monies owed from the Guarantor under the terms of the Personal Guarantee
31. Where the Tenant does not have a Guarantor the Landlord may recover the monies owed from all of the Tenants jointly

SIGNATURE PAGE

AS WITNESS the hands of the parties on the date specified above

SIGNED BY (AGENT FOR) THE LANDLORD

SIGN AND PRINT NAME }

SIGNED BY THE TENANT(S)

SIGN AND PRINT NAME }

SAMPLE

SCHEDULE TWO

Tenant's Obligations

1. To pay the Rent without deduction or set off as set out above whether demanded or not
2. To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed
3. Upon the Landlord giving to the Tenant reasonable notice to allow the Landlord or anyone with the Landlord's authority to enter the Property at reasonable times of the day to clean and to carry out repairs
4. Upon the Landlord giving to the Tenant reasonable notice (save in the case of emergency) to allow the Landlord or anyone with the Landlord's authority to enter the Property at reasonable times of the day (save in the case of emergency) to inspect its condition and state of repair
5. Where the Tenant is liable for any damage caused to the Property during the Term the Landlord may enter the Property and execute any necessary works and charge the cost of the works to the Tenant in the form of an invoice which shall be paid by the Tenant within 14 days
6. Where Landlord's Charges are incurred during the tenancy and at the end of the Term these will be charged to the Tenant in the form of an invoice which shall be paid by the Tenant within 14 days
7. Where invoices are not paid within 14 days the Landlord may recover the monies owed from the Guarantor under the terms of the Personal Guarantee
8. To use the Property as a private dwelling-house only. This means that the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
9. Not without the Landlord's prior written consent to alter, add to, decorate or erect any aerial, satellite dish or radio mast to the Property
10. Not to do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire
11. Not to do or allow anyone else to do anything on the Property which may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises
12. To take care when using the balcony (where applicable). If anyone is found to be acting recklessly the Landlord reserves the right to restrict access to the balcony. Clothing, flags or any other items are not to be displayed on the balcony and it is the Tenant's responsibility to ensure that no items are thrown from the balcony, including cigarettes. The Landlord will not accept liability for any damage or injury caused due to misuse of the balcony
- 12.1 Not to sub-let share possession and/or part with possession of the Property or any part of the Property in any way
Not to assign the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld, provided that at the time of the assignment there are no other breaches of this Agreement and if requested by the Landlord the Tenant gives to the Landlord an authorised guarantee agreement within the meaning of the Landlord & Tenant (Covenants) Act 1995 and subject to the conditions of Section 19(1A) of the Landlord & Tenant Act 1927 and provided that the assignment shall contain a clause whereby the assignee covenants to vacate the Property in accordance with the terms and at the end of the Term granted by this Agreement

13. To give to the Landlord a copy of any notice given under the Party Wall Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
14. At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement, failing which the Tenant will pay to the Landlord on demand the costs incurred by the Landlord in cleaning or repairing the Property or Fixtures, Furniture and Effects
15. Not to remove any of the Fixtures, Furniture or Effects from the Property and to leave the Fixtures, Furniture and Effects at the end of the Term where they were at the beginning
16. Upon the Landlord giving to the Tenant reasonable notice to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day and when required the Tenant is to show the prospective tenants around the Property
17. To observe the Landlord's Regulations which are appended as Schedule Three
18. To pay the Landlord's reasonable charges in respect of the Landlord's expenses which include but are not limited to those matters which are appended as Schedule Five and to pay to the Landlord the costs of any damage caused to the Property by the Tenant or the Tenant's visitors
19. To pay any council tax which the Tenant is obliged to pay under the
 - 19.1 Local Government Finance Act 1992 or any regulations under that Act
 - 19.2 To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property or ceases to be a student
20. To pay for all charges for the use of any telephone and internet services at the Property during the tenancy (where applicable). Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges and reconnection charges or other similar charges and VAT as well as charges for actual consumption
21. Portland Tower internet; Acceptable Use Policy (applicable to Portland Tower only)
 - 21.1 Definitions and Interpretation
 - "The Service" Portland Tower internet provided by Caudata Limited
 - "The Network" network and communications systems and infrastructure used by Caudata Limited to provide the Service
 - "The End User" all residents of Portland Tower and non resident visitors to Portland Tower who use the Service
 - 21.2 Virus: any thing or device (including software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses, harmful or malicious code and other similar things or devices
 - 21.3 Acceptable Use Policy
 - The End User shall not use the Service and/ or Network to store, distribute or transmit

any Viruses or any material that:

Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive

In any way, is unlawful or fraudulent or has any unlawful or fraudulent purposes or effect or which facilitates illegal activity

Depicts sexually explicit images or promotes unlawful violence

Is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability

Is in breach of any applicable laws or regulations or any illegal activity

Causes damage or injury to any person or property

Infringes any Intellectual Property right or other proprietary right or right of privacy of a third party

21.4 The End User shall not use the Service to:

Transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), or

Intercept or monitor data or messages while they are being transmitted over the Network

21.5 The End User shall not use the Service to access any computer, system, network or data without authorisation or in a manner which exceeds authorisation including any attempt to:

Retrieve, alter or destroy data

Probe, scan or test the vulnerability of a system or network, or

Breach or defeat system or network security, authentication, authorisation, confidentiality, intrusion detection, monitoring or other security measures

21.6 The End User shall not use the Service to:

Impersonate any party or entity by adding, removing or altering header information of network, email or other messages transmitted over the Network

Transmit over the Network messages that have been electronically signed using a fraudulently obtained public key certificate or with a forged electronic signature, or

Use the Network or the Service to commit any other form of impersonation or forgery

21.7 The End User shall knowingly interfere with or disrupt the business operations, service or function of Caudata Limited, the Network or any computer, host, network or telecommunications device connected to or via the Network

21.8 The End User shall not knowingly tamper with or attempt to gain unauthorised access to Caudata Limited systems or networks

The End User agrees, by using Portland Tower internet, to be bound by the terms of the above Acceptable Use Policy

SCHEDULE THREE

Landlord's Obligations

1. That the Tenant paying the Rent and performing the obligations on the part of the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord provided that:
 - 1.1 this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise; and
 - 1.2 this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
2. To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay
3. To keep the Property insured against fire, burglary and any other risks which the Landlord shall in his reasonable discretion decide but not the Tenant's property
4. To carry out all repairs for which the Landlord is liable pursuant to Section 11 of the Landlord & Tenant Act 1985 provided that the Landlord shall not be liable for delays caused by shortage of materials or special work skills or by prevention of work due to bad weather conditions or circumstances beyond the Landlord's control
5. In accordance with the Data Protection Act 1998 it is hereby agreed by the Landlord that they will not share with any third party any information arising from this Agreement without written consent from the Tenant, with the exception of the following:
 - 5.1 communications with joint Tenants regarding issues arising from the terms of the Agreement
 - 5.2 communications with Guarantors regarding issues arising from the terms of the Personal Guarantee
 - 5.3 communications with the Home Office regarding issues of compliance with the Immigration Act 2014

NOTICE OF THE LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address: (This notice is given under Section 48 of the Landlord & Tenant Act 1987)

**10 Portland Lane
Sheffield
S1 4DG**

SCHEDULE FOUR

Landlord's Requirements of Tenant

1. To provide the Landlord with a forwarding UK address to enable the Landlord to contact the Tenant regarding any ongoing financial obligations when the Term has ended
2. To provide the Landlord with a contact telephone number and email address to be used by the Landlord to contact the Tenant during the Term
3. Not to smoke in the dwelling-house or any interior communal areas
4. Not to keep or allow the use of illegal drugs at the Property
5. Not to keep any pets at the Property
6. To allow workmen authorised by the Landlord to enter the Property to carry out remedial works
7. To obtain a Television Licence for the Property (where applicable)
8. Not to allow any bicycles or motor bikes to be taken inside the dwelling house
9. Not to allow dangerous or combustible substances or candles or oil to be kept on the Property
10. To occupy the Property as one household
11. To confirm that the Property is the Tenant's principal residence
12. Not to allow visitors to stay at the Property for more than 5 days or so that their visit causes a nuisance to any other tenant of the Property and to ensure that any visitor abides by these Regulations
13. To inform the Landlord immediately of any want of repair which is the responsibility of the Landlord and to confirm the report in writing
14. To inform the Landlord immediately upon having used any fire fighting equipment
15. To inform the Landlord if the Property is to be left vacant for a period of more than one week
16. To inform the Landlord immediately if any of the keys to the Property are lost, at which time and at the Landlord's reasonable discretion a replacement key will be provided or the locks to the Property will be changed
17. At all times to ensure that the Property is left locked and secure, and if the Property has a burglar alarm, to comply with the operating instructions and to ensure that the alarm is properly activated
18. To inform the Landlord immediately if any of the Fixtures, Furniture or Effects are damaged or destroyed and to confirm the report in writing
19. Where the Tenant is liable for repairs only to use the Landlord's approved contractor and to pay any call out charge made by the contractor
20. Not to bring furniture other than that listed in the Inventory on to the Property without the Landlord's consent
21. To put out rubbish bins on the day of collection and to ensure as far as possible that the refuse is within the bins and does not spill out on to the Property or the pavement and to return the bins once emptied to the Property and only to use the blue and green bins for recycling
22. To provide a vacuum cleaner and to clean all carpets at least once a week
23. To regularly clear sinks and showers of hair and waste
24. To ensure that all upholstery curtains and blinds provided are regularly cleaned
25. Where the Property has a cellar not to place Fixtures, Furniture and/or Effects in the cellar
26. Not to change the locks or to install additional locks at the Property

27. To heat and ventilate the Property so as to avoid burst pipes, damp or condensation and to pay to the Landlord the costs of remedying any damage caused by failure to observe this clause
28. To regularly defrost fridges and freezers
29. To keep all food in sealed containers and properly stored
30. Not to install electrical appliances without the Landlord's consent
31. Not to tamper with any smoke alarms or fire fighting equipment provided at the Property
32. To contact the Landlord or the Landlord's approved contractor in the event that electrical or plumbing appliances are in need of repair and to confirm the report in writing
33. Not to overload sockets with extension cables or multi-socket adaptors
34. Not to play music or musical instruments so that the noise can be heard outside the Property between the hours of 11pm and 8am
35. At the end of the Term or earlier if the tenancy comes to an end more quickly to ensure that all post is redirected
36. At the end of the Term or earlier if the tenancy comes to an end more quickly to remove all personal belongings failing which the Landlord may remove sell and /or dispose of such belongings and the Tenant shall reimburse to the Landlord any costs incurred in so doing
37. Not to interfere with any sign boards or letting boards which the Landlord may erect at the Property
38. To advise the Landlord in the event that the Tenant ceases to be a student
39. To insure the Tenant's own belongings
40. Not to breach the terms of the Landlord's insurance policy for the Property
41. To agree and consent to receive electronically all communications, agreements, documents and notices (collectively Communications) that the Landlord provides in connection with the Tenancy
42. To accept electronic Communications as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided in writing

SCHEDULE FIVE

Landlord's charges

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1. | For sending a letter advising that the Tenant is in breach of the terms of the Agreement | £20 |
| 2. | For providing a replacement key | £20 |
| 3. | For late payment (failure to pay Rent in accordance with the terms of the Agreement) | £50 |
| 4. | For repairing electrical appliances such as dishwasher washing machine tumble dryer due to misuse by the Tenant eg. damage to buttons/ damage to door/ blockages | £25 per hour plus materials |
| 8. | For removing and replacing a damaged mattress | £75 |
| 9. | For painting a bedroom due to smoke odour | £40 |
| 10. | For painting a living room/ kitchen/ corridor due to smoke odour | £100 |
| 11. | For repairing damage maliciously or negligently caused by the Tenant | £25 per hour plus materials |
| 12. | For removal of rubbish left by the Tenant when the Term has ended | £20 per refuse bag |
| 13. | For removal of large items left by the Tenant when the Term has ended | £20 per item plus any environmental disposal |
| 14. | For non return of keys on or before the last day of the Term | £10 per day |

Please note that this is not an exhaustive list