

Contract Explained

This agreement creates an assured shorthold tenancy under Part I Chapter II of the Housing Act 1988.

Date: _____ **Landlord:** Clubeasy Property Management Ltd, Company no. 6735861.

Landlord's address for service (for the purposes of section 48 of the Landlord and Tenant Act 1987): Beechwood House 131 Cottingham Road Hull East Yorkshire HU5 2DH

Building: the building/block of flats known as _____

Name:	Home Address:		
	Post Code:	Date of Birth:	Gender: M / F
Mobile:	Home Tel No.:		
Email 1:	Email 2:		
National Insurance No.:	Enrolment No.:	Year of Study:	
Course:	Studying At:	Nationality:	

The red notation below each relevant clause is a simplified explanation of various parts of the tenancy agreement but does not amount to legal advice so if you have any doubt about the effect of any of the terms of this document you should take independent legal advice before signing.

The important thing to take into account is that it is a legally binding document. Once signed we are saying the property is yours for that period and we will expect you to pay rent for that period unless you find a replacement to sign the contract and provide a valid new direct debit mandate.



Term: _____ weeks commencing on _____ (“Commencement Date”) and expiring on _____

Rent: £_____ per week payable by direct debit to the Landlord’s account with the first Rent payable 5 days prior to the contract starting.

Definitions:

Direct Debit Mandate: the direct debit mandate in the form attached to this agreement, authorising payment of the Rent

Force Majeure Event: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, or civil commotion

Contents: the furniture, furnishings, household effects and any other items set out set out in the Inventory List and signed by the Landlord and Tenant on the Commencement Date and attached to this agreement

Service Media: a single TV Licence to the Common Parts and broadband internet access to the Property, each from a supplier selected at the absolute discretion of the Landlord

Tenancy: the tenancy for the Property for the Term, created by this agreement

Utilities: EasyOption1

Your Group have decided to be in control of your own Gas and Electric consumption. You each pay Clubeasy Utilities £_____ per month by way of direct debit. Water is included in the EasyOption1 package. (10 monthly Instalments)

Each Semester we will send you a statement with your Electric and Gas usage at your home along with the payments you have made monthly by direct debit. Should you be in credit we will reduce the amount we take for your Utility the following months. Should you be in debit we will increase the amount of Utility we take.

A starting meter reading will be taken at the start of your contract and a final meter reading will be taken at the end of your contract. Once final bills are received we will calculate your final utility consumption. Should you be in debit we will collect the final utility bill by way of direct debit. Should you be in credit you will receive a refund by way of bank transfer.

Once option 1 has been chosen and payments agreed your group cannot switch to Easyoption 2.

Should the landlord introduce a tenant into the property the landlord shall pay the utility cost of this tenant.

Utilities:

- a) Installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity)
- b) Installations in the Property for space heating and heating water
- c) Installations in the Property for Internet , each from a supplier selected at the absolute discretion of the Landlord

Interpretation:

A reference to writing or written includes faxes and e-mail.

Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

Any obligation on the 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. Unless otherwise expressly provided, the obligations and liabilities of the Tenant (where this is more than one) under this agreement are joint and several. **If you are signing as a group, and are responsible for each other, whilst we will always chase a defaulter for rent we retain the right to ask the group to make up any shortfall”**



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- f) installations in the Property for Internet, each from a supplier selected at the absolute discretion of the Landlord

Utilities Excess: the excess above £_____ per week of the payments made by the Landlord for the supply of the Utilities to the Tenant

Even though we pay all your gas, electric and water bills we do ask that you treat the usage as you would in your own home and do your bit to help the Environment. Clubeasy reserves the right to charge tenants for excessive usage.

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CONDITIONS

1. LETTING AND RENT

- 1.1 The Landlord lets and the Tenant takes the Property and Contents for the Term.
- 1.2 Provided the Tenant pays the Rent and performs all its obligations under the agreement, the Tenant shall quietly possess and enjoy the Room for the Term without any interruption by the Landlord subject to 1.4 below.
- 1.3 The Landlord grants to the Tenant, in connection with the use of the Property, the non-exclusive right to use the Service Media. **If you abuse the internet service offered to you, Kingston Communications reserve the right to terminate your supply.**
- 1.4 The Landlord has the right to retain a set of keys to the Property and all rooms therein, which shall only be used with the prior consent of the Tenant, except in an emergency. **We will not disturb you without prior arrangement or in the case of emergency.**
- 1.5 The Tenant must not offset against the Rent any amounts payable by the Landlord to the Tenant. **Even if you have a claim or believe you are owed money by us for any reason you must pursue this separately and cannot deduct any such sums from the rent as it falls due.**
- 1.6 If a direct debit payment of Rent is returned unpaid for any reason, the Tenant must pay the Landlord a handling fee of £30 in addition to any Rent then outstanding. **If your direct debit is returned unpaid then we incur charges with our Bank. These charges are passed on to you.**
- 1.7 If Rent is not paid to the Landlord by the relevant payment date, the Tenant must pay the Landlord interest at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time on the outstanding amount from the date the payment was due to the date payment is made. Interest will be charged daily and compounded monthly. **If your direct debit is late we charge interest on the outstanding amount.**
- 1.8 If due to a Force Majeure Event the Property is unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, alternative accommodation will be provided. If this is unavailable payment of the Rent shall be suspended until the Property is fit for occupation and use. **Should your property become unfit for occupation we will offer alternative accommodation, should this not be available, we will not charge you rent for the relevant period if through no fault of your own the room becomes uninhabitable and in which case we will be receiving loss of rent insurance.**
- 1.9 If the Tenant stays in the Property after the Term has expired then a statutory periodic tenancy shall arise on a weekly basis. This will **happen only by prior agreement and statutory notice periods apply thereafter allowing us to give you one week's notice expiring on a rent day.**
- 1.10 The Tenants must provide the Landlord with a forwarding address once the Tenancy has come to an end. **You should make your own arrangements for redirection of post but we will require this information to deal with any outstanding issues between us after the end of the Term.**
- 1.11 The Tenant must remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant at the forwarding address provided.
- 1.12 If any part of this agreement is invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the agreement shall not be affected.

2. TENANT'S OBLIGATIONS

- 2.1 The Tenant must not assign, sublet, part with or share possession or occupation of the Property without the prior consent of the Landlord. **Only the person or persons named as Tenant in this document are allowed to occupy the Room and you should not receive any payment from anybody else for staying with you whether they are authorised guests or not.** In the event that the Landlord grants consent to one of the tenants to be substituted by a person known to them so that at all times the tenants comprise a single household the outgoing party shall pay an

administration fee of £100 to the Landlord. **You are responsible to find a replacement for your contract if you wish to be released. Once you find a replacement a £100 administration fee is payable.**

- 2.2 The Tenant accepts the Property and Utilities as being in good and tenable repair on the commencement of the Term, except as detailed in the Inventory List or otherwise fairly notified by the Tenant to the Landlord with 48 hours of taking possession of the Property.
- 2.3 The Landlord and Tenant consent to the use of the Inventory List as evidence in any dispute.
- 2.4 The Tenant must keep the Property and Contents in good and tenable repair subject to 2.8(b) below and give up to the Landlord at the end of the Tenancy the Property and Contents (including keys) in the same state as detailed on the Inventory List, fair wear and tear excepted. **We expect you to keep the Property clean and undamaged throughout the Term, any damage to walls, doors, windows or furniture will be invoiced to you. Remember to complete your inventory when you move in. Please can we have our property handed back to us in the same condition as you took it. Remember Inventories.**
- 2.5 The Tenant must permit the Landlord and its agents, on reasonable notice except in the case of emergency, entry to the Property at reasonable hours for the purpose of:
 - (a) inspecting the condition of the Property and Contents (and where a re-inspection is required, the Tenant must pay the Landlord a re-inspection fee of £50); **If the property is too untidy for us to carry out an inspection then we will charge you for the re visit.**
 - (b) repairing and maintaining the Property, Contents, Service Media and Utilities; and
 - (c) showing the Property and Contents to prospective tenants. **We need access to the property to carry out maintenance. We also need to view the properties with prospective tenants for the next academic year (just as we did with you). We will write or ring you prior to viewings.**
- 2.6 The Tenant must comply with any reasonable regulations of the Landlord relating to the Accommodation which are notified to the Tenant in writing. The terms of this agreement shall prevail in the case of any inconsistency.
- 2.7 The Tenant **must**:
 - (a) occupy the Property personally for residential purposes only;
 - (b) keep the interior of the Property (including any doors, windows and skylights) and the Contents clean and tidy;
 - (c) pay all taxes (including Council tax), charges, duties, or assessments relating to the Room or the Tenant's use of the Property; **As a full time student you are exempt from council tax. However, should that situation change then that payment is down to the tenants. You must provide us with your enrolment number as proof and complete a student exemption form available from the University.**
 - (d) promptly replace, at the Tenant's cost, any cracked or broken windows caused by the wilful action, negligence or default of the Tenant or the Tenant's visitors; **If you or any of your guests break a window then you must pay for it to be replaced.**
 - (e) promptly notify the Landlord of any damage to any of the Property or of any other incident or accident which is a threat to safety or which may cause damage to any of the Property or Contents;
 - (f) send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and not take any action regarding such notices or communications without the prior consent of the Landlord; **If any authorities such as the council ask for important work to be carried out on the properties please forward us any notice and we expect your co operation in getting this work done.**
 - (g) ensure that refuse is placed in the areas provided for that purposes in the Property;
 - (h) operate any appliances in the Property in accordance with the manufacturer's instructions; and
 - (i) ensure that any appliances owned by the Tenant are safe for use and otherwise fit for their purpose.
- 2.8 The Tenant **must not**:
 - (a) cause or permit any damage to any of the Property, Contents or Utilities;

- (b) make any alteration, addition, or redecorate the Property nor affix to the walls, doors, windows or furniture anything which may have the effect of damaging the decoration thereof; **NO Decoration.**
 - (c) use the Property for the purposes of conducting a business;
 - (d) use the Property for immoral or illegal purposes; **Keep within the law and have respect for your housemates and neighbours.**
 - (e) keep or use any illegal drugs in the Property;
 - (f) keep any pets or any other animals on or in the Property; **No pets allowed**
 - (g) obstruct any means of access within the Property;
 - (h) use any fuel burning appliance in the Property including burning any candles, joss sticks or naked flame;
 - (i) use designated fire escapes except for the purpose of emergency escape;
 - (j) interfere in any way with any fire prevention and control equipment within the Property; **These items are installed into the Property for your own safety. Please make sure they are used in the appropriate manner and not damaged or destroyed.**
 - (k) do anything which may prejudice or increase the premium payable for the policy of insurance taken by the Landlord for the Property or any part thereof;
 - (l) remove any Contents from the Property;
 - (m) cause a nuisance or annoyance to occupiers of adjoining or neighbouring properties;
 - (n) cause any noise made within the Property to be heard outside the Property;
 - (o) entertain guests singly or collectively after 12 midnight and shall not call out shout or sing or allow music to be played or otherwise behave in such a fashion as to cause a nuisance or annoyance to other tenants of the Property or occupants of adjoining properties; **Have respect for your housemates and neighbours.**
 - (p) harass, intimidate or assault any other tenants of the Property or anyone entering the Property or any other person;
 - (q) use any cooking devices such as toasters, grills or sandwich makers in the bedrooms; and
 - (r) smoke in the communal stairs and hallways of the Building. **Smoking is not permitted in hallways and stairs of communal properties.**
- 2.9 Any unnecessary callouts by the Tenant outside office hours (9.30am – 4.30pm Monday to Friday) will be charged a callout fee of £30. This includes unlocking the Property. **An emergency is anything potentially harmful to you, and or, the property such as gas leaks, water leaks or electrical problems. If you are locked out in the early hours we will not leave you stranded but there is a £30 call out charge, if not paid at the time of callout this will be invoiced to you.**
- 2.10 The Tenant must pay to the Landlord upon written demand all reasonable and proper costs and expenses, including legal costs and VAT, incurred by the Landlord as a result of the Tenant failing to comply with its obligations under this agreement. **Just because we do not take a deposit does not mean that we will not seek to recover any payments due for unpaid rent or damage or any other sums due under this Agreement.**

3. LANDLORD'S OBLIGATIONS, COMMON PARTS, UTILITIES AND SERVICE MEDIA

- 3.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property
- 3.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant. **The building will be insured by us against fire and the other usual risks whereas your own contents are your responsibility and are not covered. Basic insurance cover is provided to you through Endsleigh Insurance. However we are not qualified to advise on insurance matters and it is still your responsibility to decide if the cover given is adequate for your needs and to enhance if necessary**

- 3.3 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord must, at its cost (subject to clause 3.8):
- (a) keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
 - (b) ensure the supply of the Utilities;
 - (c) ensure the supply of the Service Media; and
 - (d) maintain, repair, clean and decorate (as appropriate) the Utilities and Service Media. **Maintenance of the fabric of the building and maintenance and supply of gas, electricity and sanitary installations and fittings and space and water heating are our statutory responsibilities**
- 3.4 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 3.5 The Tenant must comply with any applicable laws and any recommendations, 'Terms of Use' or 'Acceptable Use Policy' of any provider of the Utilities or Service Media. The Landlord may, upon written notice to the Tenant, withdraw supply of the Service Media where it reasonably considers that any Tenants of the Building have failed to comply with such 'Terms of Use' or 'Acceptable Use Policy'.
- 3.6 The Tenant must not change any supplier of the Utilities or Service Media. Where the Tenant does so without the consent of the Landlord, the Tenant must pay the Landlord all costs incurred in reconnecting the original supply.
- 3.7 The Tenant must pay to the Landlord any Utilities Excess within 14 days of written demand by the Landlord.
- 3.8 The Tenant must pay a fair and reasonable proportion, determined by the Landlord acting reasonably, of any costs incurred by the Landlord in making good any damage to the Property, Service Media or Utilities caused due to the wilful action, negligence or default of the Tenant or the Tenant's visitors or any failure by the Tenant to observe the terms of this agreement. Unless the Landlord receives reasonable evidence to the contrary, the cost of repairing any damage will be apportioned by deeming that all tenants of the Building entitled to use the Building, Common Parts, Service Media or Utilities caused such damage.

4. DEFAULT BY THE TENANT

- 4.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; **You must keep up your rent payments. This document is legally binding and we will enforce it.**
 - (b) the Tenant or any of the parties comprising the Tenant is declared bankrupt under the Insolvency Act 1986;
 - (c) the Tenant has breached the agreement; or
 - (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply. **This means we can recover possession of the Room in these particular circumstances through the Courts if necessary and in particular we have to advise you that although we own the property it may well be subject to a mortgage with a Bank or Building Society who have in turn rights to recover possession against us if we default.**
- 4.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy 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.
- 4.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.