



The tenancy agreement sets out the full terms under which you agree to rent a property from us. The tenancy agreement is legally binding so it is important that you have read and understand the terms contained within it. You will have the opportunity to read the agreement before you are required to confirm your acceptance of it. We are here and happy to answer any questions that you may have but if you do not understand any of the tenancy terms, you should seek appropriate advice before accepting them.

We would like to remind you of the following:

1.0 - Change of Tenancy Length

Should you wish to change your tenancy length to one of the other options available (ie from a standard year to an academic year and vice versa), you may do so up until the 1st April prior to your tenancy commencement. After this date no changes can be made. Any changes made will affect all signatories to the agreement.

2.0 – Cancellation Policy

There is no break clause or cooling off period within this agreement and you will remain liable for the contractual obligations contained within regardless of whether you have collected your keys. If a suitable replacement can be found, subject to our agreement, you may be released from your contractual obligations set out within the agreement. Suitability of replacement includes, but is not limited to, student status, guarantor provision and agreement of remaining tenants. It is your responsibility to find a suitable replacement although we will help where we can.

3.0 – Moving In/Out

You can move into the property at any point from the 1st September 2022. Please be aware that it may not have been possible for us to carry out all decorating and repairs before you move in. If this is the case, we will schedule these works in with you.

You are asked to vacate the property by midday on the 8th June 2023.

4.0 – Payment of Rent

Your rent is payable by direct debit and is due as follows:

- Academic year tenancy: 3 equal payments being due on the 1st September, 1st January and 1st April.

Should you wish to change your direct debit at any time, for example to pay on a different date, please contact us and we will do our best to accommodate you.

We really hope that you have a great year in your new home and are always on hand to answer any questions that you may have or to assist with any problems.

Best wishes,
Coeden Helyg

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting residential dwellinghouse

This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy under Part 1 of Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant. Should you wish to discuss the legal effect of this Tenancy Agreement, we recommend you seek independent legal advice.

{date}



1. THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an Assured Shorthold Tenancy as defined by the Housing Act 1988

<u>Date</u>	{date}
<u>Deposit</u>	none
<u>Contents</u>	the fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
<u>Inventory</u>	the list of Contents and description of the condition of the Property signed by the parties to this Tenancy Agreement
<u>Guarantor</u>	each signatory to this Agreement hereby agrees to produce to the Landlord a signed undertaking from a guarantor to undertake payment as per the terms of this Agreement in the form required by the Landlord. The Landlord reserves the right to terminate this Tenancy Agreement should undertaking not be received or is for whatsoever reason unacceptable to the Landlord.
<u>Landlord(s)</u>	Coeden Helyg Investments Ltd, C/O Wangfield House, Wangfield Lane, Curdridge, SO32 2DA

Note: Any notice under Landlord and Tenant Act 1987, S48 can be served upon the Landlord at the address above.

<u>Payment</u>	in advance and by Direct Debit in 3 equal payments being due on the 1 st September, 1 st January and 1 st April.
<u>Property</u>	the land and building known as {address}
<u>Rent</u>	£{rent} per academic term to include all charges for utilities. See 3.1 below. The termly liability of each individual Tenant in respect of the payment of the Rent shall be capped at a maximum amount equal to the total academic term Rent divided by the number of Tenants named in the Agreement.
<u>Term</u>	a fixed term starting on 14 July 2022 and ending on 30 June 2023. See 3.1 below.
<u>Tenant(s)</u>	{names}

- (1.1) In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- (1.1.1) "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy
 - (1.1.2) "The Tenant" includes the successors in title.
 - (1.1.3) Any reference to Tenancy or Tenancy Agreement refers to the tenancy created under this Agreement
 - (1.1.4) A reference to an agreement is a reference to this Agreement.
 - (1.1.5) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
 - (1.1.6) A reference to **writing** or **written** does not include faxes.

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- (1.1.7)** Unless otherwise expressly provided, the obligations and liabilities of the parties under this Tenancy Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the Agreement, not just liable for a proportionate part.
- (1.1.8)** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- (1.1.9)** The obligations of the Tenant and the Guarantor arising by virtue of this Tenancy Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2 GRANT OF THE TENANCY AGREEMENT

(2.1) The Landlord lets the Property and Contents for the Term.

(2.2) This Tenancy Agreement creates an Assured Shorthold Tenancy under Part 1 of Chapter II of the Housing Act 1998.

3 THE TENANT AGREES WITH THE LANDLORD:

3.1 Rent

(3.1.1) To pay the Rent in advance or on the days and in the manner specified to the Landlord's Agent.

(3.1.2) To pay the Rent by Direct Debit (or by any other method reasonably required by the Landlord) and the Tenant shall be required to sign the bank mandate upon the signing of this Tenancy Agreement.

(3.1.3) To pay interest at the rate of 3% per annum above HSBC Bank Plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the Rent should have been paid until the date the Rent is actually paid.

(3.1.4) To pay to the Landlord or the Landlord's Agent all fees and expenses reasonably incurred in relation to the collection of Rent arrears.

(3.1.5) The rent as defined includes a discount for non-occupation during July, August and 8th-30th June. Should the property become occupied during this time by any tenant, the rental discount will become void and an additional £200 per signatory over the tenancy term will be payable.

(3.1.6) Clause (3.1.5) will not apply where tenants opt to remain in the property for an additional year and will therefore reside in the property for the period 8th June – 30th June.

3.2 Contents

(3.2.1) To keep the Contents in a good and substantial repair and condition (reasonable wear and tear excepted).

(3.2.2) To immediately pay the Landlord or the Landlord's Agent the market value of any Contents or effects lost, damaged or destroyed (fair wear and tear excepted) or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed. The Tenant must not remove or permit to be removed any furniture or effects from the Property.

(3.2.3) Not to bring any furniture that does not comply with the Fire and Furnishings Regulations 1988 and 1993 on or in the Property nor to use any electrical appliances outside the Property without the use of a RCB electrical circuit breaker.

(3.2.3) To leave the Contents, at the end of the Tenancy Agreement, in the same places in which they were positioned at the commencement of the Term.

3.3 Use

(3.3.1) To use the Property as a single private dwelling only.

(3.3.2) Not to receive paying guests or use (or permit to be used) the Property for the purposes of conducting a business.

(3.3.3) Not to do or permit to be done anything to or on the Property which causes a nuisance, damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, involves using the Property for immoral or illegal purposes or has the effect of invalidating the insurance that the Landlord has taken out or causes the insurance premium to increase.

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(3.3.4) Not to keep any pets, birds or any other animals or birds on or in the Property without the Landlord's written consent (such consent if granted, to be revocable at any time by the Landlord).

(3.3.5) Not to keep any form of portable heating device in the Property without the Landlord's written consent.

(3.3.6) Not to leave the Property vacant for more than 21 consecutive days without giving the Landlord 7 days' prior written notice. In this instance, the Tenant must properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.

3.4 Assigning or Subletting

Not to assign, sublet, part with or share possession of the Property, or let any other person live at the Property. Any individual staying more than 7 nights in any one calendar month or more than 3 consecutive nights will be deemed to live at the Property.

3.5 Repairs and Alterations

(3.5.1) To keep the interior of the Property clean, tidy and in the same condition as the start of the Tenancy Agreement (except for fair wear and tear).

(3.5.2) To keep the Property at all times well and sufficiently aired and warmed during the Term.

(3.5.3) Not to remove or injure trees, plants or shrubs within the garden (if any).

(3.5.4) Not to make any alteration, addition, or redecorate the Property.

(3.5.5) Not to alter or install any locks on any doors or windows on or in the Property or have any additional keys made for any locks (without the prior written consent of the Landlord).

(3.5.6) To review the Inventory carefully immediately upon receipt and to immediately notify the Landlord of any amendment required thereto. The Inventory will be deemed to have been accepted by the Tenant after seven days of residency.

(3.5.7) To promptly notify the Landlord of any broken glass at the Property. The Tenant shall also promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the damage.

(3.5.8) Not to cause any blockage to the drains, gutters and pipes of the Property.

(3.5.9) To immediately report in writing any disrepair, damage, maintenance or defect affecting the property. The Tenant(s) will reimburse the landlord for any loss or damage caused as a result of any delay in reporting disrepair, damage, maintenance or defect.

(3.5.10) The Tenant(s) will be responsible for any loss or damage to any part of the property and landlords contents as defined within the schedule of inventory whether caused wilfully or through negligence. The Tenant(s) shall be jointly responsible for loss of or damage to property in areas used in common with other tenants except where a tenant is found to be solely responsible for such loss or damage.

3.6 Utilities

(3.6.1) To comply with all laws and recommendations of the relevant suppliers relating to the use of services and utilities.

(3.6.2) Not to use any refrigerators, freezers, washing machines, dishwashers, clothes dryers, microwaves, cookers other than those supplied by the Landlord without the Landlord's consent.

(3.6.3) To pay the Council tax for the Property within 14 days of the same becoming due (if applicable).

(3.6.4) To immediately report (in writing):

(a) any faults that occur to the utility services and/or machinery within the Property;

(b) any damage that is caused to the Property or its Contents; and

(c) any matters that may be of concern to the Landlord.

(3.6.5) Where utilities are included within the rental package, the Tenant(s) shall be responsible for ensuring that the use of such utilities is reasonable. Usage guidelines will be provided to the Tenant(s) within the property and are available upon request. The Landlord reserves the right to make a charge for excessive use of any of the utilities provided as part of the rental package.

3.7 Insurance

(3.7.1) To notify the Landlord immediately after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.

(3.7.2) To immediately report any brown or sooty build up on any gas appliance to the Landlord or Agent.

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- (3.7.3) To keep closed (at all times) the fire doors and not wedge said doors in an open position at any time.
(3.7.4) Not to dry clothes in front of or upon any heater in the Property (including radiators).
(3.7.5) To take all reasonable precautions to prevent damage by frost or fire.

4. THE LANDLORD AGREES WITH THE TENANT:

- (4.1) To provide the Tenant with suitable means of access to and egress from the Property.
(4.2) Provided the Tenant shall pay the Rent and perform the Tenant's obligations, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord.
(4.3) To return any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured unless the damage was caused by the wilful actions, negligence or default of the Tenant.
(4.4) To carry out any repairing obligations as required by Section 11 of the Landlord and Tenant Act 1985 and to maintain the garden (if applicable) to a basic standard.
(4.5) To pay for all reasonable and proper water and sewerage, gas and electricity charges (the "Utilities") used by the Tenant in the Property.

5. LANDLORD'S RIGHT TO ENTER THE PROPERTY

The Landlord reserves the right for the Landlord or any person authorised by the Landlord or the Landlord's Agent, to enter the Property on giving the Tenant 24 hours' prior notice (save in the case of an emergency) to:

- (a) inspect the condition and state or repair of the Property;
- (b) for the purpose of repairing or redecorating the Property;
- (c) to carry out the Landlord's obligations under this Tenancy Agreement;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or other property;
- (e) to show prospective Tenants or purchasers around the Property;
- (f) to take gas, water or electricity readings; and
- (g) for the purpose of complying with insurance inspection requirements.

6. DEFAULT BY THE TENANT

(6.1) The Landlord reserves the right to re-enter the Property and immediately end the Tenancy (without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this Tenancy Agreement by the Tenant will remain in force) if:

- (6.1.1) the Rent be in arrears by more than 14 days whether formally demanded or not;
- (6.1.2) the Tenant has breached the terms or its obligations under this Agreement;
- (6.1.3) the Tenant is declared bankrupt under the Insolvency Act 1986; or
- (6.1.4) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply

(6.2) If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

7. EXPIRY OF THE TENANCY AGREEMENT

(7.1) The Landlord has the right to recover possession of the Property if:

- (7.1.1) the Tenancy has come to an end;
- (7.1.2) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (7.1.3) at least six months have passed since the date of this Tenancy Agreement.

(7.2) At the end of the Term (or sooner determination), the Tenant shall return the Property and the Contents to the Landlord in the condition stipulated in this Tenancy Agreement

(7.3) The Tenant shall 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 Tenant will be responsible for meeting all reasonable removal and storage charges.

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(7.4) Should the Property be left at the end of the Tenancy Agreement in an unreasonable state of cleanliness, the Tenant shall be responsible for meeting all extra cleaning services that may be reasonably required to re-instate the Property to the same condition that it was provided at the commencement of the Term (including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the Tenancy Agreement).

(7.5) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 (if applicable). That is, that the Landlord used to live in the Property as his or her main home or intends to occupy the Property as his or her only or main home.

(7.6) The Tenancy may be terminated if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

8. COSTS

In the event that the Tenant breaches this Tenancy Agreement or fails to fulfil its obligations under this Tenancy Agreement, the Tenant shall pay all reasonable fees expenses and costs (including solicitors' counsels' and other professionals' costs and expenses) incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

9. NOTICES

(9.1) The Tenant must send to the Landlord (within seven days of receipt) all correspondence addressed to the Landlord or the owner of the Property or any notice order or proposal relating to the Property (or any building of which the Property form part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.

(9.2) The Tenant agrees keep the Landlord advised of his current email address and mobile telephone number at all times.

(9.3) The Tenant hereby agrees that within the last eight months of the Tenancy Agreement the Landlord may give to any prospective Tenant his mobile telephone number subject to the Landlord having taken reasonable precautions to ensure that the prospective Tenant is genuine.

(9.4) Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant, left addressed to the Tenant at the Property, by email to the last email address advised by the Tenant or by SMS messaging to the last telephone number advised by the Tenant.

(9.5) Any notice to the Landlord sent under or in connection with this Tenancy Agreement shall be deemed to have been properly served if sent by first class post to the Landlord's address stated in Clause 1.

(9.6) Any notice sent to the Guarantor under or in connection with this Tenancy Agreement shall be deemed to have been properly served if sent by first class post to the Guarantor's address stated in the undertaking referred to in Clause 1.

10. DATA PROTECTION

(10.1) In order to carry out the obligations arising under the terms of this tenancy agreement we are required to process and retain certain personal information that you have provided to us. Full details of the personal information that we hold, why we hold that information and how long it is held for can be found in our privacy policy which is available to view on our website <https://coeden-helyg.com/privacy-policy>.

(10.2) We will at times pass your name and telephone number onto prospective tenants as in (9.3) above. We will notify you prior to doing so and provide you with the opportunity to opt out.

(10.3) The EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") entitles you to request and inspect the personal data that we hold for you. You have the right to request sight of this data by doing so in writing and specifying the information that you are seeking. We will provide you with a copy of the personal information held within one month of receipt of your written request.

11. MISCELLANEOUS

(11.1) If an internet connection has been provided by the Landlord, the Tenant(s) will be jointly responsible for ensuring appropriate use of the internet. The Landlord reserves the right to make a charge for excessive use if the Tenants exceed the download limit prescribed by the internet service provider.

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(11.2) The Tenant(s) agree not to affix drawing pins, staples, sticky tape, Blu-Tack, White-Tack or other similar substances or adhesives to the walls, ceilings, windows or doors of the property. Breach of this Clause resulting in damage will make the Tenant(s) liable for the cost of repair and/or redecoration as required.

(11.3) The Tenant(s) agree not to light within the property any candles, joss sticks, oil burners or other known flammable items.

(11.4) The Tenant(s) agree not to smoke within the property. Smoking is allowed outside of the property subject to the following:

- Smokers must ensure that smoke is not blown or drawn into the property
- Cigarette ends and associated paraphernalia must be disposed of safely. The Landlord reserves the right to charge the Tenant(s) for the removal and disposal of any cigarette ends and associated rubbish.

(11.5) The Tenant(s) will be held responsible at all times for the conduct of any visitors they invite into and onto the property. This includes being responsible for any charges for damages arising due to the conduct or actions of such visitors.

(11.6) The Tenant(s) shall ensure that any electrical equipment they bring into the accommodation is safe to use and conforms to current safety standards.

12. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

As witness the hands of the parties or their duly authorised representatives the date first above written

Signed by the Landlord(s) or Landlords Agent:

Signed by the Tenant(s):