



PLACE GROUP TENANCY TERMS & CONDITIONS

**LONDON STUDENT HOUSING GROUP TENANCY TERMS
& CONDITIONS**

Updated 01 June 2019

VERSION: 2010TT&CP4S01



THESE TENANCY TERMS AND CONDITIONS APPLY TO ANY TENANCY COMPLETED AFTER 01 JULY 2010.

1. CONTINUING PERIODIC TENANCY

The tenancy is for the fixed period of the Term, however if in the unlikely event on the last day of the Term there is not subsisting:

1. Any notice served by the Tenant under Clause 5 of this Agreement to bring the tenancy to an end, nor
2. Any notice served by the Landlord under Section 21 of the Housing Act 1988 [as amended by the Housing Act 1996, the Housing Act 2004 and the Assured Tenancies (Amendment) (England) Order 2010], and
3. the Tenant stays in occupation and the Landlord continues to accept Rent

then a continuing monthly periodic tenancy will arise, and the Landlord shall let and the Tenant shall take the Property at the Rent then payable under this Agreement for the term of one month commencing on the day after the last day of the Term and thereafter from month to month

2. THE DEPOSIT

Place Group UK now longer collect any tenancy deposits- so this clause is only applicable to you if you paid such a deposit before this change in procedure.

If a Deposit is collected, the circumstances in which the Landlord can draw on The Deposit constitutes Prescribed Information pursuant to the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

The Tenant pays The Deposit as security against the failure by the Tenant to observe the terms of this Agreement. The Tenant agrees not to use any part of The Deposit in lieu of Rent.

The Landlord will register The Deposit with an insurance based tenancy deposit protection scheme ("The Scheme"). Details of The Scheme are available on our website and upon request and are set out in the following document:

DEPOSIT SCHEME VERSION LSHG11DSP4S01 [\[click on document name to download\]](#)

The Deposit shall be held by the Landlord as security towards the Tenant's liabilities on the following conditions and the Landlord[*'s Agent*] shall be entitled (but not obliged) to draw on The Deposit at any time:

1. To pay any sum payable by the Tenant under the terms of this Agreement which remains unpaid for 7 days after the same becomes payable (whether formally demanded or not) or
2. To obtain compensation in respect of any other non compliance by the Tenant with his obligations under this Agreement (including but not limited to compensation for dilapidations, unpaid rent, outgoings and utility bills)

If the Landlord[*'s Agent*] shall give notice in writing to the Tenant to elect that the whole or any part of any subsisting liability of the Tenant to the Landlord under the terms of this Agreement shall be treated as satisfied on payment to the Landlord[*'s Agent*] of an amount specified in such notice, then the Landlord [*'s Agent*] shall be entitled (but not obliged to) draw such amount from The Deposit and such liability of the Tenant shall be treated as being satisfied and upon any withdrawal under this clause the Tenant shall upon written demand within 7 days re-pay to the Landlord [*'s Agent*] the amount of such withdrawal (to be re-credited back to The Deposit) provided that nothing shall absolve the Tenant from the obligation to pay rental and outgoings for which he is liable as and when the same becomes due during and under the terms of this Agreement.

As soon as practicable after the end of the letting and the Tenant yielding up possession of the Property to the Landlord, there shall be repaid to the Tenant The Deposit less any sums to which the Landlord shall be entitled under this clause.

The Landlord will follow the procedures of The Scheme to resolve a dispute with the Tenant over all or part of The Deposit and where the rules of The Scheme require it, lodge any disputed amount of The Deposit with The Scheme.

In the event that such sums as are ultimately deemed (or agreed) due to the Landlord exceed the amount of The Deposit (whether held by the Landlord [*'s Agent*] or by The Scheme), the Tenant shall remain fully responsible for such liability to the extent that The Deposit is insufficient to meet the same and pay such excess to the Landlord's Agent] within 30 days of a written demand by the Landlord [*'s Agent*] and without prejudice to any other rights or remedies of the Landlord.

The Landlord shall retain any interest earned on all or part of The Deposit.

3. YOUR OBLIGATIONS AS A TENANT

The Tenant agrees with the Landlord:

1. To pay **the Rent** at the times and in the manner aforesaid.

2. To pay the following **Default Fee** (arising The **Tenant Fees Act 2019**) relating to late payment of Rent - Where Rent has been outstanding for 14 days or more interest will be charged 3 % per annum above the Bank of England Base Rate from time to time, on any instalment of Rent payable under this Agreement, from the date on which such payment becomes due until the date on which such payment is received by the Landlord [’s Agent].
3. To pay for all **charges or taxes** (including Council Tax or other obligations under the Local Government Finance Act 1992 or Regulations made there under) which are or may at any time during the Term be assessed, charged or imposed upon the Property or on the owner or occupier in respect thereof, and further indemnify the Landlord and if appropriate the Landlord [’s Agent] in respect thereof, **so far as the same are not expressed to be included in the Rent or exempt by virtue of student status.** [**COUNCIL TAX RIDER “STUDENTS”**]: All Rent is EXCLUSIVE of Council Tax. The Landlord takes responsibility for obtaining the Council Tax exemption applicable to the property directly from The London Borough of Haringey and supplies the Tenants with confirmation of the exemption. Within 8 weeks of moving in (and registering for the new academic year) the Tenants must supply the Landlord with a Council Tax Certificate which they obtain from their university registry confirming their attendance on a full time course of education. If the Tenants cannot supply the correct documents, the Council Tax may be chargeable.]
4. To pay as agreed with the Landlord for the **main utilities** (gas/ electric / water) which shall be used / consumed / supplied on or to the Property during the Tenancy, and the amount of all charges made for the use of the telephone and broadband (if any) and the amount of all charges made for the use of cable/ digital etc television (if any) on the Property during the Tenancy and also a proper proportion of the amount of the rental / fixed recurring / standing charges (as opposed to usage charges) for gas, electricity, water, telephone/ broadband, and cable/ digital etc television to be assessed according to the duration of the Tenancy, and further indemnify the Landlord and if appropriate the Landlord [’s Agent] in respect thereof, **so far as the same are not expressed to be included in the Rent.** [**BILLS RIDER “ALL INCLUSIVE”**]: On an all bills inclusive package, the Rent already includes completely unlimited and un-metered use of the gas, central heating, electric, water, tv licencing requirements, freeview digital tv and broadband. On an all bills inclusive package, the Rent already includes any rental/ fixed or recurring charges in connection with the gas, central heating, electric, water, tv licencing requirements, freeview digital tv and broadband. On an all bills inclusive package the following are also included without extra charge: Virgin Media landline telephone with standard rate London 020 number to receive incoming calls, BT landline telephone with standard rate London 020 number to receive incoming calls and to make outgoing local calls including 0845 and 0870, VOIP landline telephone with standard rate London 020 number to receive incoming calls and to make outgoing local calls, and outgoing calls to most national and to most international numbers, SKY TV to communal room, Virgin Media TV to communal room and separate back up SKY ADSL

internet supply which is in addition to the main Virgin Media fibre optic internet supply.]

5. Subject to the Landlord's statutory liability in respect of repair, to keep in good and complete repair order and condition (fair wear and tear and damage by other insured risks only excepted) **the interior of the Property** (including all glass in the windows and doors) and the painting, papering and decorations thereof and the fixtures fittings and appliances therein, and immediately replace all broken defective light bulbs broken glass, defective tap washers and fuses and not to maim or mark **the walls of the Property** with pins, nails hooks or other items including sticky tape/ blue tack, and not to fit any shelves or attach anything else to the walls of the Property without the written permission of the Landlord, any fitted items to remain at the Property after the Tenant leaves the Property.
6. Not to decorate **the exterior of the Property** under any circumstances and not to carry out any redecoration of **the interior of the Property** or any part thereof in any circumstances and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
7. Not to remove the **contents** or any part thereof or any substitute items from the Property. Not to substitute or change any of the **curtains and/or blinds** at the Property under any circumstances and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
8. To preserve the **contents** from being destroyed or damaged and to make good, pay for repair or replace with articles of a similar kind and of equal value, such as the contents as shall be removed, destroyed, lost, broken or damaged (fair wear and tear and damage by insured risk excepted) and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
9. Not to bring into the Property any **additional furniture** without the written consent of the Landlord [s Agent] and to leave the **contents** at the expiration or sooner termination of the Tenancy in the rooms and places in which they were in at the commencement of the Tenancy. Any additional furniture to be in accordance with the fire and safety regulations.
10. At the end of the Term, howsoever determined, to **clean the Property to a professional standard** which may include cleaning of carpets, beds, curtains and other similar articles which shall have been unreasonably or excessively soiled during the tenancy taking in to account the reasonable use thereof, with the overriding obligation of the Tenant to return the Property to The Landlord in the condition it was at move in, after allowing for fair wear and tear and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.

11. At the end of the Term, howsoever determined, to return to the Landlord **the Property and the contents** and all new fixtures and additions thereto, all the articles substituted for the same [except such as the Tenant shall be entitled by law to remove] in such good condition and complete repair and properly cleansed as aforesaid.
12. To permit the Landlord and his Agents with or without workmen and others at all reasonable times during the Tenancy to enter into and upon the Property by prior appointment except in cases of emergency for the purposes of **preparing and painting** the inside and outside thereof or of carrying out and completing any **structural or other necessary or proper repairs** to the Property or any adjoining property or of examining the state and condition of the Property and/or for the further purpose of **examining the state and condition** of the interior of **the Property** and of the **contents**.
13. To permit the Landlord or his Agent to give to the Tenant notice in writing of all required repair, cleansing amendment and restoration to the **interior of the Property** and of all destruction, loss, breakage or damage of or to **the contents** as the Tenant shall be bound to make good then found, and by such notice to require the Tenant to repair, cleanse, amend and restore or make good the same respectively within one month then next, following within which time the Tenant shall repair, cleanse, amend and restore or make good the same accordingly and this clause is without prejudice to any other rights or remedies or the Landlord.
14. Not **remove** the contents specified in the **Inventory** or any part thereof or any substituted contents from the Property without written permission of the Landlord [s Agent].
15. Not to assign the benefit of this Agreement nor to assign, underlet, charge, part with or in any way whatsoever share the possession or occupation of the Property or any part thereof or of the contents or any part thereof with any person or persons nor take in or receive any **lodgers or guests** (paying or non paying) or permit or suffer to reside in the premises any person or persons other than the Tenant as stated in this Agreement nor to carry on any **profession, trade or business** on the Property or any part thereof but to use the same only for the purpose of a main private residence in one occupation and for no other purpose whatsoever. The Property is to be occupied only by the Tenant stated in this Agreement and no other persons. The number of persons and/or households permitted to occupy by any HMO Licence must not be exceeded at any time. In case of any breach of these stipulations the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had these stipulations been complied with.
16. That no part of the Property shall be used for any **illegal purpose** nor for any sale by auction nor any **public meeting for religious, political or other purposes** and that there shall not be done permitted or suffered in or upon the Property or any part thereof any waste, spoil or destruction or any act or thing whatsoever which may at any time be or become a **nuisance, annoyance, damage or disturbance** to the Landlord or to the tenants or occupiers of any

neighboring properties or which in the opinion of the Landlord [s Agent] shall or may tend prejudicially to affect or depreciate or be detrimental to the quietude amenity privacy or reputation of the neighbourhood.

17. Not to play or permit to be played any **musical instrument** or use or permit to be used any **sound reproduction equipment** so as to be a cause of annoyance or disturbance to adjoining residents or properties and without prejudice to the generality of the foregoing not between the hours of 11 p.m. and 9 a.m. to play any such instrument or use any such equipment (or permit to be played or permit to be used) so as to be audible outside the Property.
18. Not to erect or fit any freestanding **mobile heating appliance** nor to keep any inflammable substance or do or suffer to be done anything whatsoever whereby any insurance of the Property may become void or void able or whereby the rate or premium for any such insurance may be increased.
19. Not to hang or allow to be hung any clothes or other articles on the outside of the Property nor allow any linen or clothes to be exposed for drying except on the line provided.
20. Not to change any of the **locks** at the Property whether to internal or external doors and not to fit any additional locks without prior written agreement from the Landlord and until such time as the Landlord has been provided with two **duplicates of any key** to such locks and not to have cut any additional keys for the Property.
21. To keep all **electrical appliances** and apparatus in good working order and to pay for the repair or replacement of any such items which have been misused or damaged during the tenancy (fair wear and tear excepted).
22. Not to keep any **offensive goods**, provisions or materials up on the Property.
23. Not to keep or allow to be kept on the Property any **animal, bird or reptile** without the consent in writing of the Landlord [s Agent] which consent the Landlord [s Agent] may at any time without giving any reason withdraw and if any animal, bird or reptile which the Tenant may keep or allow to be kept on the Property shall soil any carpet, rug, fabric or other item to pay to the Landlord [s Agent] the cost of replacing such carpet, rug, fabric or other item with a new one of as good quality as the one soiled and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
24. Not to pull down or to add to or in any way interfere with the **construction or arrangement** of the Property nor make any alterations therein or in the external appearance thereof and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
25. To **keep clean, open and in good working order free from obstruction** all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters,

downpipes and gullies on or serving the Property and **not to waste or permit to be wasted** any water on the Property and **not to stop or darken up or obstruct** any windows or lights belonging to the Property, not to permit leakage or overflow from any of the said pipes, drains, taps, baths, sinks, cisterns or lavatories on or serving the Property including damage caused by **freezing (provided that the Tenant shall not be liable for damage other than as a result of its own negligence or default)** and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.

26. To **inspect the Property regularly** and to notify the Landlord [s Agent] forthwith of any wants of repair or defects for which the Landlord is responsible and to give the Landlord [s Agent] immediate written notice of any damage or destruction, loss or happening to the Property or the contents whether by fire or otherwise howsoever caused and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
27. Should **repairs** become necessary for which the Tenant is not liable hereunder forthwith to notify the Landlord [s Agent] thereof and in no circumstances shall the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent and the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.
28. To keep the **garden** properly cultivated and free from weeds and in a neat and tidy condition, and any lawns properly mowed and trees and shrubs pruned, not to cut down or remove any trees, shrubs or plants (other than annual plants) not alter the layout of the garden in any way and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
29. Not to do or permit to be done any act or matter or thing in contravention of the terms of any lease under which the Landlord may hold the Property and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
30. From 01 February in the year following the start of the Term (or immediately after the service of a Notice to Quit / Section 21 Notice if served before said 01 February) to **allow intending tenants to enter and view the Property** during reasonable hours and in case it shall not be convenient for the Tenant to be at the Property at the time of any such view to make the keys available to the Landlord's Agents so that such agents may escort intending tenants over the Property. In general viewings are initially arranged from 01 February as escorted block viewings.

31. To keep any appointment made by the Landlord [s Agent] to check any **inventory** at the end of the Tenancy and if neither the Tenant nor his agent shall keep such appointment any assessment made by the Landlord [s Agent] shall be final and binding on the Tenant.
32. To remove **Tenant's goods** or any of them or any goods belonging to members of the Tenant's household from the Property at the time of expiration or **sooner termination of the tenancy**, and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
33. To hand over to the Landlord by **12 noon on the last day of the tenancy** whether on its expiration or sooner termination **all keys** to the Property and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
34. Whenever the Property is left unattended to fasten securely **all deadlocks or other locks and bolts fitted to the doors and windows** permitting access to the Property and the Tenant shall take adequate precaution to avoid damage by **freezing or condensation** by keeping the Property properly heated and ventilated. The Tenant is not to leave the **front door** of the property without the **mortice deadlock** applied when the property is left unattended and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
35. That if the Landlord has to recover **possession** of the Property at the end of the term (howsoever determined) the Tenant will pay such damages and costs as may be awarded by any court or tribunal.
36. To deliver to the Landlord [s Agent] forthwith a copy of **any notice, order direction** or other thing which is received by the Tenant whether directly or indirectly from any competent authority and **which affects or is likely to affect the Property** and [so far as required to do so] to comply with its provisions at his own expense and in case of any breach of this stipulation the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.
37. Upon the Landlord [s Agent] giving to the Tenant notice in writing of any failure to comply with Clauses 3(13), 3(20), 3(25), or 3(28), above, if the Tenant fails to execute the work within a period of 14 days after service of the Notice to permit the **Landlord [s Agent] or contractors to enter upon the Property** to execute the work and the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had the Tenant complied with Clauses 3(13), 3(20), 3(25), or 3(28).
38. That acceptance of **cheques or other payments in settlement of rent drawn on account other than those of the Tenant** named in the Agreement should be on the basis of any such payment is made by an agent on behalf of the Tenant

named herein and is not acceptance of such party as being the Tenant nor can it be taken to imply that the drawer of the cheque or other payment is recognised as the Tenant under this Agreement.

39. To permit the Landlord to allow to be displayed at the Property from time to time an **Estate Agents** advertising board.
40. That the **loft space** is excluded from the demise of the Property and that access is not permitted.
41. That the Tenant will be either in **paid employment or a full time student** and will not be claiming any Housing Benefit (nor Local Area Housing Allowance) towards either all or any part of the Rent. Such a claim would result in the property being uninsured and a breach of the loan covenant. In the event of a breach of this condition the Landlord be entitled to serve notice terminating the Agreement and pending termination of the Agreement the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had this stipulation been complied with.

4. RENT REVIEW

The Landlord [s Agent] may increase the Rent payable by serving on the Tenant at least 28 days' written notice stating the new rent and the date from which it is to be paid which date shall not be earlier than the later of:

1. 12 months after the start date of the Term; and
2. 12 months after the date (if any) on which the last increase of rent took effect.

5. PROVISIO FOR RE-ENTRY

It at any time during this tenancy:

1. The Rent or any instalment or part thereof shall be in arrears for at least 21 days after the same shall have become due whether legally demanded or not or if the Property shall (without any arrangement having been made with the Landlord [s Agent]) be left vacant or unoccupied for 28 days or if the Tenant shall be in breach of any other obligation on his part herein contained; or
2. the Tenant shall become bankrupt or have a bankruptcy order made against him or shall make any arrangements with his creditors or an interim receiver of his property shall be appointed,

then the Landlord may re-enter upon the Property subject to any statutory restrictions on his power to do so (see *) and immediately thereon the tenancy shall absolutely determine but without prejudice to the other rights or remedies of the Landlord. (* **If anyone lives at the Property the Landlord cannot recover possession without a court order and this clause takes effect subject to the Protection from Eviction Act 1977**)

The **Tenant may terminate** this tenancy by serving at least **two month's prior written notice** on the Landlord but because the duration of this tenancy is for the fixed period of the Term, such notice **can expire only on the last day of the Term** and not before.

6. LANDLORD AND TENANT ACT NOTICE

The Landlord gives notice to the Tenant under Section 48 Landlord & Tenant Act 1987 that the Tenant must serve Notices (including Notices in proceedings) on the Landlord at the Address for Service until the Landlord gives to the Tenant notice of an alternative address in England and Wales for that purpose.

7. THE LANDLORDS OBLIGATIONS

The Landlord agrees with the Tenant:

1. To pay and **keep the Tenant indemnified** against payment of all impositions and outgoings payable in respect of the Property during the Tenancy but this does not include any for which the Tenant is responsible pursuant to Clause 3 (4), nor include any charges for Council Tax pursuant to Clause 3 (3) **unless any of these items are expressed to be included in the Rent. [Note: see BILLS RIDER "ALL INCLUSIVE" and see COUNCIL TAX RIDER "STUDENTS"]**
2. That the Tenant paying the Rent and performing the agreements on the part of the Tenant herein contained may quietly possess and enjoy the Property during the Tenancy without lawful interruption from the Landlord or any persons claiming under or in trust for the Landlord.
3. The Landlord shall **insure** and keep insured **the Property** only against fire and other such risks as the Landlord may think fit with an insurance company of repute and to return to the Tenant any rent payable for the period when the Property are rendered uninhabitable by fire or other insured peril. The Landlord will not insure the **Tenant's contents**.
4. Any monies held by the Landlord by virtue of Clause 2 of this Agreement shall be held by them in such account as they shall in their absolute discretion consider appropriate and they shall not be required to account for interest or other income (if any) earned thereon.

8. LANDLORD AND TENANT ACT 1985 AND HOUSING ACT 1988

This Agreement shall also take effect subject to the provisions of Section 11 Landlord and Tenant Act 1985 (as amended by Section 116 of the Housing Act 1988) if applicable to the tenancy.

9. WHERE THE CONTEXT ADMITS

1. The Landlord includes the persons for the time being entitled to the reversion expectant on the tenancy.
2. The Tenant includes the persons deriving title under the Tenant.
3. Where there are two or more persons included in the expressions the Landlord or the Tenant all agreements expressed to be made by the Landlord or the Tenant shall be deemed to be made by such persons jointly and severally. **[Note: When a group of tenants enter into a tenancy agreement imposing joint and several liability, this means that each tenant in the group is jointly and also individually**

(severally) liable for fulfilling all the tenants obligations in the tenancy agreement. The most important (but not the only) aspect of joint and several liability is that if one tenant in such a group fails to pay towards the rent, the total rent remains payable and due and can be claimed from the other tenants in the group. Whilst we would seek first to obtain payment from any guarantor, ultimately our rights under a tenancy agreement imposing joint and several liability to claim from any individual tenant or tenants severally (as well as some and/or all of the tenants jointly) remains fully available]

4. References to the Property include references to any part or part of the Property.
5. Words in importing one gender include all other genders and words importing the singular include the plural and vice versa.

10. STATE OF PROPERTY AT DETERMINATION OF TERM

The circumstances in which the Landlord can draw on The Deposit constitutes **Prescribed Information** pursuant to the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

If at the expiration of the Term the Property is not in the state of cleanliness repair and decoration in which it ought to be having regard to the Tenant's covenants and conditions contained in this Agreement then the Landlord will be entitled to recover damages to put the Landlord back in the position they would have been in had the Tenant's covenants and conditions been complied with, and these damages may represent both the cost of putting the Property into the state of repair and decoration in which it should have been had the Tenant complied with the provisions of this Agreement and either the rent at the rate prevailing at the expiration of the Term that would have been payable under this Agreement if the Term had been extended for such period as reasonably necessary to put the Property into the state of cleanliness repair and decoration in which it should have been, or alternatively (if the Property has already been re let and the Tenant has been put on written notice of this) the rent at the rate prevailing under any new tenancy agreement that would have been payable were it not necessary to delay commencement of the new tenancy agreement for such period as reasonably necessary to put the Property into the state of cleanliness repair and decoration in which it should have been.

11. LIVING ARRANGEMENTS

The Tenant also agrees to ensure that the Property be occupied as a single dwelling by one household for the purposes of all relevant legislation. Without prejudice to the generality of the foregoing and in order to comply with this condition of the tenancy hereby created the Tenant undertakes and shall obtain from persons sharing the household an undertaking that they will:

- live as a single household
- share all rooms and facilities in a manner in which they would be shared by a family
- share cooking, washing and recreational facilities
- eat communally on a regular basis

- share the costs and responsibilities of keeping the household clean and tidy
- not permit persons to take up and abandon membership of the household on a casual or spasmodic basis
- not to affix locks to any internal doors
- not to fit separate doorbells or otherwise alter the Property in such a manner as may cause a breach of this condition of the Tenancy
- in the event that any member of the household is approached by any third party making any enquiry which is or may be interpreted as an enquiry intended to ascertain the method of occupation of the Property the Tenant will immediately inform the Landlord of the identity of the enquirer and the nature of the enquiries being made and shall not make any formal written response to any such enquiry without the consent and approval of the Landlord.
- if requested to do so by the Landlord [‘s Agent] take such reasonable additional steps as are necessary to ensure that the occupants of the Property are regarded by a competent authority as living as a single household
- in the event of any breach or breaches of this condition of this Agreement as a consequence of which the Landlord is required to expend money on or in connection with the Property the Tenant hereby agrees to indemnify the Landlord in respect of such costs properly incurred.

12. IMPORTANT INFORMATION FOR TENANTS

1. Tenancy Type:

The **tenancy created by the Agreement** is an **Assured Shorthold Tenancy** subject to the additional protection of the Housing Act 1988 (“The Act”) as the annual rent is less than £100,000 per annum [Housing Act 1988 Schedule 1, section 2(1) (b)] as **amended** by the [**Assured Tenancies (Amendment)(England) Order 2010**].

2. Notices and Demand:

Any **notice or demand to be served on the Landlord** shall be in writing, sent by post to the Landlord’s Address for Service stated at Clause 2.1 of the Tenancy Agreement (or such other Address for Service as may subsequently be notified by the Landlord to the Tenant) using Registered or Special Delivery Post (or an equivalent service requiring signature on receipt) marked for the attention of the Landlord by name, quoting reference RH/PH and clearly stating the property address to which it refers OR by email to the Landlords Electronic Mail Address for Service stated at Clause 2.1 of the Tenancy Agreement (or such other Electronic Mail Address for Service as may subsequently be notified by the Landlord to the Tenant) marked for the attention of the Landlord by name, quoting reference LSHG/PGUK and clearly stating the property address to which it refers. Any notices and demands cannot be served in person at the Landlord’s Address for Service, although personal service (handing a notice or demand to the Landlord directly) is effective provided receipt is accepted by the Landlord. In the case of litigation or contemplated litigation the Tenant may be notified

to serve any notices, demands or correspondence through the Landlords legal advisors.

Any **notice or demand to be served on the Tenant** shall be in writing, and may be served (without preventing the Landlord from serving the same in any other manner) personally, by post or by email. A notice or demand served by post may be addressed to the Tenant at the address of the Property or at such other address(es) for the Tenant known to the Landlord (such as a parent's address or a forwarding address) and a notice or demand sent by post shall be deemed to have been received forty eight hours after the day of posting and shall be effective notwithstanding that it may be returned undelivered. A notice or demand served by email may be sent to the Tenant at any email address previously used by the Tenant to email the Landlord, and a notice or demand sent by email shall be deemed to have been received twenty four hours after the time of sending unless electronically returned as undeliverable.. Notice or demand can be served on the Tenant notwithstanding the death of the Tenant. Where there are two or more persons comprised in the expression "Tenant" a demand or notice effectively served on any one of them shall be deemed a sufficient service on all of them.

For the avoidance of doubt any notice or demand to be served on the Tenant shall also be sufficiently served if served in accordance with the Section 196 of the Law of Property Act 1925.

3. Personal Injury:

The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the Property or any person being a servant of the Tenant or being on the Property with his express or implied permission or occurring to the said Property or to the fixtures, chattels or the property of the Tenant or of any such person therein by reason of any defects on the Property or through the neglect default or misconduct of any agent or other servant employed by the Landlord.

4. Landlords Early Determination:

Although most unlikely, the term hereby granted may be determined by the Landlord at any time after the commencement of this Agreement and for any reason by giving to the Tenant two calendar months notice in writing expiring on any day upon which day the Term hereby granted shall cease and determine but without prejudice to any of the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of covenant.

5. Inspections:

The Property will be inspected by the Landlord[*'s Agent*] at 3 calendar monthly intervals and the Tenant will be notified in advance of the date of said inspection such notice not to be less than 7 days. The rights and remedies of the Landlord will not be prejudiced by any failure to undertake the inspection.

6. Arrears:

If there shall be any arrears of payments due, please note that the Landlord may serve a Statutory Demand under the Insolvency Act seeking payment of the same without prejudice to any other remedies available to the Landlord.

7. Third Party Rights:

The Landlord is permitted at any time to elect to give enforceable rights under the agreement to any third party/ies (being a party/ies who is/are not a direct party/parties to the Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999 . To make such an election the Landlord will give the Tenant 7 days notice in writing after which time the election will become effective. The Tenant hereby agrees that the Tenant is precluded from giving enforceable rights to any third party/ies (being a party/ies who is/are not a direct party/parties to the Agreement) and that any right the Tenant may have to do so pursuant to the Contracts (Rights of Third Parties) Act 1999 are removed by the terms of this agreement. Both the Tenant and the Landlord agree that there is no term in this Agreement which purports to confer a benefit on any third party/ies and that without prejudice to the right of the Landlord to make an election as set out above, no right of any third party/ies will arise indirectly by implication.

8. Whole Agreement:

If in whole or in part any term, provision or covenant of this Agreement shall be held by a Court of competent jurisdiction to be invalid, void, unenforceable, or contrary to the relevant legislation, such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or covenants of the Agreement which shall remain of full force and effect and shall in no way be affected, impaired or invalidated.

13. FEES

The Tenant will be required to make the **Permitted Payments** set out below, pursuant to The **Tenant Fees Act 2019**.

The circumstances in which the Landlord can draw on The Deposit constitutes Prescribed Information pursuant to the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

CHARGE	DISCRIPTION
	ARREARS Where Rent has been outstanding for 14 days or more interest will be charged 3 % per annum above the Bank of England Base Rate from time to time, on any instalment of Rent payable under this Agreement, from the date on which such payment becomes due until the date on which such payment is received by the Landlord ['s Agent]. This comprises a Default Fee (pursuant to The Tenant Fees Act 2019) relating to late payment of Rent.

	<p>This fee may be due at the end of your tenancy unless you ask to pay it in advance or we ask for it in advance.</p>
£ AT COST	<p>LOST KEY AND / OR SECURITY DEVICE</p> <p>Where a key and/ or security device has been lost, we will charge our reasonably incurred costs in replacing the lost key and/ or device. This comprises a Default Fee (pursuant to The Tenant Fees Act 2019) relating to the loss of a key/ device giving access housing.</p>
£50.00 (ESTIMATE)	<p>CHANGES TO A TENANCY</p> <p>This would cover any request by the Tenant to make an amendment to a tenancy which alters their obligations and is most likely to include (but is not limited to) the following:</p> <p>Pets to be kept</p> <p>Change of sharer in joint tenancy</p> <p>Working from home</p> <p>We would expect our charge not exceed £50.00 but if we incur reasonable costs which are higher we will ask the Tenant to pay them. A charge can be made for each amendment to a tenancy.</p> <p>This fee may be due at the end of your tenancy unless you ask to pay it in advance or we ask for it in advance.</p>
£ AT COST	<p>EARLY TERMINATION FEES</p> <p>We are NOT obliged to agree to early termination of a tenancy. A Tenant is liable for rent until their tenancy has ended or until they have given valid notice under their tenancy (for example if a tenant has a break clause)</p> <p>If a Tenant has made the request, and we agree to a Tenant leaving early, we will ask them to make the following payments:</p> <p>Payment to cover loss of rent to the Landlord</p> <p>Costs of re advertising/ marketing</p> <p>Costs for referencing</p> <p>We will consider on a case by case basis whether any fee should be waived – for example because of exceptional circumstances</p> <p>This fee may be due at the end of your tenancy unless you ask to pay it in advance or we ask for it in advance.</p>

In addition to the fees set out above the following are also **Permitted Payments** pursuant to **The Tenant Fees Act 2019**.

Payment by the Tenant of damages for any contractual breach of the tenancy
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Payment by the Tenant arising from an agreement with us where the Tenant has agreed to make a payment for an enhanced service – this is most likely to include (but is not limited to) us attending outside normal business hours to let a tenant into a Property who has been locked out through their own negligence and check in and check out on a weekend or late at night. In all cases the Tenant will have been offered a free alternative and chosen to pay the fee for the enhanced service.
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14. DATA PROTECTION

The Tenant agrees to use of their and their guarantors' personal data as set out in our [privacy policy](#).

We are committed to ensuring that your privacy is protected. When we ask you to provide information by which you can be identified, then it will only be used in accordance with our privacy statements. All information will be processed in accordance with the General Data Protection Regulations and the Data Protection Act 2018.

END OF DOCUMENT

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