



## ASSURED SHORTHOLD TENANCY AGREEMENT

### PART A - PARTICULARS

DATE:	
LANDLORD:	McComb Bolton Limited
LANDLORDS AGENT:	McComb Bolton Limited
THE TENANT:	
HOME ADDRESS:	
THE GUARANTOR:	
RELATIONSHIP TO THE TENANT:	
GUARANTORS ADDRESS:	
THE PROPERTY:	
TERM:	
TENANCY START DATE:	
TENANCY END DATE:	
RENT DETAILS:	

### PART B – ABOUT THIS AGREEMENT

**B.1** This Agreement creates an Assured Shorthold Tenancy under the Housing Act 1988. It is for the fixed term set out in the particulars in Part A. Possession will be recovered at the end of the fixed term and can also be recovered earlier if you breach this Agreement and this is explained in greater detail in part H – “Ending the Agreement because of a breach by the Tenant”.

**B.2** In this Agreement the following words shall mean:

“Agreement” means this agreement

“Landlord” means the landlord named in the particulars in Part A and any successor to them as owner of the Property.

“Tenant” means the tenant named in the particulars in Part A and any successor to them including their estate

“Guarantor” means the guarantor named in the particulars in Part A and any successor to them including their estate

“Contents” means the furniture, furnishings, fixtures and the other items which are let with the property under this Agreement and which are set out in any inventory given to you at or around the time of occupation

Where the Landlord of the Tenant or the Guarantor for the time being comprises two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally, words importing gender include all other genders, words importing the singular include plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa

## **PART C – WHAT YOU THE TENANT AGREE TO**

### **You agree with the Landlord**

- C.1** to pay the Rent on the days and in manner specified without any deduction or set off whatsoever
- C.2** to pay the amount of all charges made for the use of the telephone and broadband and any further offers made available (if any) at the Property during this Agreement or a proper proportion of the sums demanded for the said utilities and facilities to be assessed according to the duration of this Agreement unless these are included in the rent. You must pay all charges in respect of any television licence.
- C.3** to provide the Landlord a certificate of exemption for council tax or if the tenant is not entitled to such a certificate to reimburse to the Landlord any council tax liability
- C.4** to return your inventory of the room on the day of key collection
- C.5** not to damage or injure the Property or make any alterations or additions to it. Any redecoration is to be made only with the prior written consent of the Landlord or the Landlords Agent
- C.6** to secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- C.7** to keep the interior of the Property and the contents in good and clean condition (damage by accidental fire and reasonable wear and tear expected) and to immediately pay to the landlord any costs or expenses incurred or suffered by the Landlord as a consequence of any breach of this and to keep the Property at all times well and sufficiently aired and warmed
- C.8** to immediately pay the Landlord or the Landlords Agent the value of replacement of Contents lost damaged or destroyed and not to remove or permit to be removed any Contents from the Property
- C.9** to hand back the Property and Contents to the Landlord at the expiration or sooner determination of this Agreement in a clean state and condition and in accordance with all other obligations set out in this agreement

- C.10** to pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of this Agreement including washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled.
- C.11** to leave the contents at the end of this Agreement in the same places in which they were positioned at its commencement
- C.12** to allow the landlord or any person authorized by the Landlord of the Landlords Agent at reasonable times of the day on giving 24 hours' notice (unless in the case of emergency) to enter the Property for the purpose of viewing with prospective tenants, inspecting its condition and state of repair or for the purpose of repair or maintenance
- C.13** not to assign, or sublet, or part with or share possession or occupation of the Property, or let any other person live at the property without the Landlord's written consent
- C.14** to respect the other tenants in the building and neighbouring residents
- C.15** not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the property
- C.16** not to do or allow or permit to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of any neighbouring premises.
- C.17** not to play any musical instrument or device and not to allow noise from a radio, TV, compact disk, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property
- C.18** not to keep any animals or bird on the Property
- C.19** not to alter or change or install any locks on any doors or windows in or about the property without prior written consent of the Landlord
- C.20** not to use the property for illegal or immoral purposes
- C.21** not to allow or permit any illegal drugs to be kept in or consumed at the property. Smoking is not allowed under any circumstances inside the building, this includes the use of e-cigarettes.
- C.22** not to do or allow or permit anything to be done which may cause offence to or amount to any discriminating behaviour, bullying or abuse towards any other person living, visiting or working in the vicinity of the Property on the grounds of race, religion, sex, sexual orientation or disability, it being agreed that the tenant shall be and is responsible for the acts, omissions and behaviour of any of the Tenant's visitors and guests
- C.23** to pay all fees expenses and costs on a full indemnity basis (including solicitor's, counsel's and surveyor's fees) incurred by the landlord in preparing and serving notice or letter on the Tenant or in connection with or arising from any breach of any of the obligations on the part of the Tenant contained in this Agreement whether or not court proceedings are taken
- C.24** to notify the Landlord promptly after any event which causes damage to the property
- C.25** not to glue or stick or otherwise fix anything whatsoever to the exterior or interior of the property without the Landlord's written consent
- C.26** to pay interest on any unpaid sums due to the Landlord at the rate of 2% above the base rate of Barclays Bank PLC from time to time

- C.27** in common with the occupiers of the other rooms and flats in the building in which the property is situated to be reasonable for keeping the common areas in a clean and safe condition. In the event of a breach of this condition the Tenant will be responsible for a portion of any extraordinary costs incurred (payable upon demand) by the Landlord in cleaning or maintaining the common areas. That portion of the cost will be equal to the total cost of that cleaning and maintenance divided by the number of tenants contracted to use those areas
- C.28** to dispose of any rubbish and refuse only in those areas so designated by the Landlord
- C.29** to pay on demand any costs incurred by the Landlord in changing any locks or supplying new locks or keys to the Property as a result of damage or loss caused by the Tenant or any of the Tenant's visitors or guests
- C.30** not to use chip pans, deep fat fryers, candles or other naked flame appliances, refrigerators/ freezers and electric/ portable heaters (other than refrigerators, freezers and heaters provided by the Landlord)
- C.31** to pay upon demand for the charges debited to the Landlord's account in respect of returned or cancelled cheques
- C.32** at the end of this Agreement the Landlord may remove (at the cost of the Tenant) and at no risk to the Landlord or any agent any rented or personal belongings left at the property. The landlord may destroy perishable goods or items of health and safety concern (at the cost of the tenant.) The Landlord may remove any remaining items (unless the prior written consent has been obtained from the Landlord) and store them for a maximum of 7 days from the end of this Agreement and recharge storage costs at a commercial rate. The tenant shall also be liable to pay any call out charges incurred by the Landlord either to give access for collection or charges made by any hire company
- C.33** to permit the Landlord or his agent to provide information about the tenant to the Local Authority and to representatives from any institution at which the tenant is studying or working
- C.34** to comply with all reasonable regulations and directives as the Landlord may from time to time make or give for the orderly convenient and proper management of the Property or any parts thereof and including (without prejudice to the generality of the foregoing) regulations and directives
- C.35** that if during the term of this Agreement the Property is either unavailable for occupation or rendered uninhabitable due to disrepair or any other reason then the Tenant agrees to be re-housed on a temporary basis in suitable alternative accommodation provided by the landlord and to sign any temporary license agreement reasonably required by the Landlord. The tenant agrees to not claim any damages for any inconvenience that may be suffered as a result of any such move. It is agreed by the parties that any alternative accommodation will be supplied free of charge by the Landlord and operation of clause G in the event of the property being unfinished at the Tenancy start date
- C.36** to abide by all policies and procedures as listed on the Orlando Village website.

#### **PART D – WHAT YOUR LANDLORD AGREES TO**

- D. 1** provided the Tenant shall pay the rent and perform obligations on its part, the Landlord shall permit the Tenant to have a quiet enjoyment of the Property without interruption by the Landlord or the Landlord's agent

**D.2** the landlord must keep in repair the structure and exterior of the Property and keep in proper working order the installations for the supply of water, electricity, for sanitation and for space and for water heating and must comply with the Landlord and Tenant Act 1985 section 11 as to his responsibility for repairs in the property in so far as any obligations have inadvertently not been expressly set out in this clause

#### **PART E – WHAT YOUR GUARANTOR AGREES TO**

**E.1** the guarantor covenants with and guarantees to the Landlord as principal debtor that the Tenant will pay the rents and perform and observe all the covenants and obligations on the Tenant's part contained in this agreement and that the guarantor will pay and make good to the Landlord on demand all losses costs and expenses sustained by the Landlord through the default of the Tenant in observing or performing the Tenant's obligations including all legal costs

**E.2** the liability of the Guarantor will continue notwithstanding (and will not be discharged in whole or in part by):

- a. any forbearance by the Landlord to enforce against the Tenant the tenant's covenants in this Agreement
- b. any legal limitation or incapacity relating to the tenant
- c. the invalidity or unenforceability of any of the obligations of the Tenant
- d. the giving and subsequent withdrawal of any notice to determine this Agreement
- e. any increase or reduction in the extent of the Property or in the rent payable under this agreement or any other variation to this Agreement
- f. the disclaimer of this Agreement
- g. any other act or omission of the Landlord or any other circumstances which but for this clause would discharge the Guarantor

#### **PART F – THE DEPOSIT**

**F.1** the tenant must pay before taking up occupation the sum stated in the particulars ("Deposit"), to the Landlord's agents to be held in a custodial deposit protection scheme administered by The My Deposits protection service. As security towards the discharge or the part discharge of any liability referred to in this clause. In the event that the Landlord and the Tenant have agreed that the Deposit is to be made up, in whole or in part, from the deposit transferred from the previous tenancy, then the Tenant agrees that if the Tenant is liable to the Landlord for any sums at the end of that Tenancy then those sums shall be lawful deductions from that deposit prior to its transfer and the tenant will immediately make up any shortfall in the Deposit prior to the commencement of the tenancy created by this Agreement. In the vent that there is any dispute as to the amount of those deductions then it is agreed that the amount claimed by the Landlord only shall be taken into account when calculating what the shortfall is.

**F.2** the landlord's agent may retain from the Deposit:

- a. any rent or other payments due from the tenant to the landlord, including advance rent that has fallen due, interest, legal Agreement

- b. any sum of the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this Agreement
- c. after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period unauthorised occupations by the Tenant or anyone under his control
- d. any interest due under this Agreement on any of the above at the interest rate from the date the payment is due to the date it is deducted from the Deposit

**F.3** the parties agree that in the event that the Tenant wishes to enter into a further tenancy with the Landlord of alternative accommodation premises then the deposit may, if the parties so agree in writing be transferred within the deposit protection scheme for the benefit of the new tenancy. In the event that the Tenant is liable to the Landlord for any of the sums set out in F.2 a-d at the end of this agreement, then the tenant agrees that any sums that may be found to be due shall be lawful deductions from the Deposit prior to its transfer and that the tenant will make good any shortfall in the deposit required for that new tenancy before taking up occupation of that new tenancy

#### **PART G – ENDING THIS AGREEMENT IF THE PROPERTY IS NOT READY AT THE TENANCY START DATE DUE TO CIRCUMSTANCES BEYOND THE LANDLORDS CONTROL**

**G.1** In this clause G an “Event beyond the landlord’s control” shall include, but not limited to:

- a. an act of God, flood, earthquake, or other natural disaster;
- b. terrorist attack, civil war, civil commotion or riots;
- c. nuclear, chemical or biological contamination or sonic boom;
- d. any law or government order, rule, regulation or direction;
- e. fire, explosion or accidental damage;
- f. interruption or failure of utility service, including but not limited to electric power, gas or water;
- g. any labour dispute, including but not limited to strikes, industrial action or lockouts;
- h. non-performance by suppliers or subcontractors;
- i. collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

“Suitable alternative accommodations” shall mean (i) accommodation similar in size and general description to the property and within reasonable distance to the property or (ii) two or three star hotel accommodation within reasonable distance to the property but only if the cost does not exceed 200% of the rent payable under this agreement calculated on a daily basis.

“Unfinished” shall mean unfinished due to an event beyond the Landlords control so that the condition of the Property is such that the Landlord, acting reasonable, believes that it would render the Landlord in breach of its obligations at law relating to the repair, maintenance and/or condition of the property or for any health and safety related issue.

**G.2** if at the tenancy start date the property is unfinished the Landlord may either:

- a. provides (on a temporary basis) suitable alternative accommodation which will be supplied free of charge by the Landlord and the Tenant shall for any such period continue to pay Rent under this Agreement; or

b. elect not to provide suitable alternative accommodation and instead make a financial payment by way of agreed compensation which shall, if the tenant has paid rent in advance, be a fixed sum of 200% of the rent calculated on a weekly basis for each complete week that the property is unfinished and unavailable for occupation. Such compensation will be paid by direct bank transfer on a Friday, in arrears. If the Tenant has not paid rent in advance, the compensation shall be fixed at 100% of the rent calculated on a weekly basis for each complete week that the property is unfinished and the obligation of the Tenant to pay rent under this Agreement shall be waived.

**G.3** the tenant agrees that the offer of suitable alternative accommodation or financial compensation under clause G.2 shall discharge the landlord's duties at law to the Tenant arising from the Property being unfinished and the Tenant agrees not to claim any damages from the Landlord arising out of or incidental to from the property being unfinished.

**G.4** it is agreed that the landlord may, during a period when the property is unfinished, provide suitable alternative accommodation for part of that period then elect to pay agreed compensation under clause G.2.b for the remainder of this period

**G.5** if the property is still unfinished on the date that is 84 days (12 weeks) from the tenancy start date either the Landlord or tenant shall be entitled (not obliged) to terminate this Agreement by giving written notice to the other and upon such notice of termination being given the parties shall be deemed to mutually release each other from all and any claims that either party may have against the other howsoever arising out of, under or incidental to this Agreement.

**G.6** in the event that the Landlord or the Tenant terminates this Agreement under clause G.5 any deposit and other sums paid by the tenant to the landlord or to the landlord's agent in consideration of this agreement shall be immediately repaid to the tenant, save for any rent paid in advance that may have already been refunded to the tenant via financial compensation under clause G.2

#### **PART H – ENDING THIS AGREEMENT BECAUSE OF A BREACH BY THE TENANT**

**H.1** If and whenever during the term:

- a. the rent under this agreement is outstanding for 14 days after becoming due whether formally demanded or not
- b. there is a breach by the tenant of any obligation or other term of this agreement or
- c. the grounds for possession in the Housing Act 1988 Schedule 2 Grounds 2 or 8 or any of the grounds in part II of that schedule apply or
- d. the tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an agreement for the benefit of his creditor or has any distress or execution levied on his good;

then the landlord may bring court action to recover possession of the property, even if any previous right to do so has been waived.

#### **PART I – GENERAL INFORMATION**

**I.1** the tenant is notified for the purpose of the Landlord and Tenant Act 1987 section 47 and 48 that the name and address of the Landlord is care of **McComb Bolton Limited**.

I.2 the tenant hereby appoints the Landlord or its authorised agent at my attorney to sign any documents authorising the Local Authority or such similar statutory body to pay any housing benefit to which the tenant is entitled directly to the Landlord or its authorised agent.

## **PART J - TERMINATION POLICY**

J.1 If you, the tenant, wishes to terminate your tenancy, the landlord must be notified in writing. You will remain responsible for the rent until a new tenant is found or until the end of the tenancy (whichever is sooner). The landlord agrees to try and find a new tenant who is both acceptable to us and who is prepared to meet the financial and legal requirements of the tenancy agreement. The landlord can't always guarantee finding another tenant, as obviously this becomes more difficult as the academic year progresses, however, the tenant is able to suggest a replacement to the landlord. The tenant will also need to cover all administration charges incurred in reassigning the tenancy.

## **PART K – PRIVACY POLICY**

McComb Bolton Limited is committed to protecting your privacy and ensuring any personal information we hold is held correctly and safely at all time. Your privacy is very important to us and this document will outline what information we may hold for you, how we use this information, who we may share this information with and how you can request this information at any time

When does this privacy policy apply?

This privacy policy applies to information collected by McComb Bolton Limited. If any of your personal information is passed to us by third party companies, individuals or via other website which links to McComb Bolton Limited their own privacy policies will apply. We advise you to read these policies carefully and they can usually be found on their websites.

What personal information you give to us

On our website you will find an application section in which you will provide us with your contact information if you would like to be contacted regarding our products and services. If you decide to take out a tenancy with us you will be asked to complete an application form, we will use this information to complete credit checks and ensure you will be suitable as a tenant. If you are applying for a student property you will be asked for a guarantor and to provide information regarding your university course. Guarantor information is passed to us by the tenant or the guarantor directly. University course information is used to ensure you are a full-time student. ID and proof of address documents must be provided by all of our tenants and any guarantors, we use this information to ensure our tenants meet the legal requirements to rent in the UK. You may also provide us with personal information for the following reasons:

- If you sign up for additional services
- If you contact us with an enquiry or to make a complaint
- Entering a competition
- If you would like to book a room or rent a property with us

How do we use your information?



We use your information for the following processes, please note that your privacy is our main priority and we will ensure to keep this information safe at all times.

- To process an application to become a tenant with McComb Bolton Limited
- To communicate with you during your application and throughout your tenancy with us
- To carry out our obligations from any contracts entered between you and us
- To provide you with products and services that you request from us
- To provide you with information about other goods or services we offer that may be of interest to you following your consent to do so
- To notify you of any changes
- To process payments
- To administer your tenancy agreement
- To invite you to any events we are holding that may be of interest to you
- To prevent fraud, criminal activity or damage to the property
- To complete a credit check to ensure all our tenants meet our requirements
- To keep you up to date with McComb Bolton Limited

#### Disclosing your information to third parties

As we want to ensure our tenants get the best from our services we may share your personal information with third parties, we ensure that all the third parties we use have their own privacy policy and we have read and understood them in full.

We may share your information to third parties in the following ways:

- If you agree to, we may share your personal information to third parties so that they can contact you with their products and services
- We may share your personal information to local councils in relation to the electoral roll services and council tax
- We may share your personal information to protect or defend our legal rights or the legal rights of others
- We may share your personal information if you fail to make a rental payment and we need to contact your guarantor as per your tenancy agreement and deed of guarantee
- We may share your personal information when we use third parties to provide services for us and they need access to your personal information in order to deliver that service
- We may share your personal information if we sell our business or property to transfer information of our tenants to the new owner
- If you agree to we may share your personal information to contractors in order for them to complete their service

#### How long do we keep your information for?

The time in which we keep your information would be dependent on the purpose of which we have the information in the first place. However, we can assure you that we do not keep your personal information for longer than necessary unless there is a specific legal requirement to do so.

#### How is your information stored?

Your information may be stored in different ways dependant on the individual reasoning for us holding your personal information, please see below:

- Locked filing cabinet
- Password protected secure computer systems

Your rights to access your information

We take pride in our company policy and ensure that all the requirements to keep your data protected are in place. If for any reason you no longer would like us to hold your personal information you have the right to ask us to not process your personal data for marketing purposes. You will have the option to select certain options on forms we use when collecting your data. On our site and on marketing correspondence we may contain links to other websites that we have a close partnership with, if you decide to follow the link to any of these websites, please note that they will have their own privacy policy in place and we do not accept any liability for these policies. We can also offer you the right to access any of your personal information held at any time, we would just need this to be sent to us in writing and we will take the necessary steps to provide you with all the information you require.

What happens if we change our policy?

We will notify everyone in relation to the data we hold if a significant change to our policy is made in any way. We also advise that you check back to our website if you want a reminder of what information and where your information is held.

- By ticking this box, I can confirm that I have read and understood all terms of this tenancy agreement and the policy's and procedures on the Orlando Village website and I am in agreement to each and all terms.*

SIGNED BY TENANT

SIGNED BY WITNESS (CANNOT BE RELATIVE)

WITNESS FULL NAME

WITNESS ADDRESS

SIGNED BY LANDLORD

.....

LANDLORD SIGNATORY PRINT NAME

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DRAFT