# Agreement to create an Assured Shorthold Tenancy

**Dated:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Landlord:** Innovation Control (Property) Limited, Friargate Court, 154 Market Street West, Preston PR1 2EU

**Property:** Friargate Court, 154 Market Street West, Preston PR1 2EU

**Cluster:** \_\_\_\_\_**\_**

**Room:**  \_\_\_\_\_\_

**Tenant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant(s) Email Address:** (*see clause 8.4*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_**

This document sets out the terms and conditions which will apply to your tenancy agreement with us. This will be an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended.

If you follow the online acceptance procedure described on our web-site, you agree that the terms and conditions set out below will apply to your tenancy.

**You should not confirm your agreement to these terms and conditions unless you are sure you understand them.** Read them carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document. You should keep your copy in a safe place.** If anything goes wrong with your tenancy you will need to refer to it.

**Landlords Contact Details**

Innovation Control (Property) Limited,

Friargate Court, 154 Market Street West, Preston PR1 2EU

Phone:  + 44 (0) 1772 754261

Email: info@portergatepm.com

**Special notes**

We are a limited company specialising in providing accommodation for students studying at specific educational establishments. You are a student attending a course of study at one of these establishments. Our accommodation is intended only for students and is not available to rent by anyone who is not a student.

**After the start of your tenancy**

For cancellation of this agreement after your tenancy has started see clause 9.2 in the terms and conditions below.

**Guarantors**

It is a condition of your tenancy that you are able to provide at least one UK based guarantor who is approved by us.

For overseas students – if you are not able to provide a UK guarantor we require proof of funding from your university sponsor/ university scholarship or whoever is funding you.

**If a signed deed of guarantee is not received by us by the start of your tenancy, then you will be required to pay all the rent in advance, before being permitted to move into the property.**

You agree that we have the right to contact the guarantor not only if you are in arrears of rent, but also if you are not performing your obligations under this agreement. We also reserve the right to contact the guarantor or your next of kin if we have concerns for your well-being.

**Main Details and Definitions**

**The Property**

Cluster \_\_\_\_, Room \_\_\_\_ at Friargate Court, 154 Market Street West, Preston PR1 2EU

Your tenancy is for a room in a shared cluster. You will have exclusive use of your room, and shared use of the rest of the flat.

**Please note the following:**

**The Property** – this is the cluster which you will share with other students. We may also refer to it as

**Your Cluster**.

**Your Cluster** - the apartment where your room is situated, and which includes a shared kitchen, living a corridor area.

**Your Room** – this is your individual bedroom including en-suite.

**The Community Shared Areas** – these are the communal areas in the building, controlled by us, which you share with the residents of other flats

**The landlord Innovation Control (Property) Limited** whose registered office is situated at 225 Market Street, Hyde, Cheshire, SK14 1HF – referred to as **we** or **us** in this agreement.

**Note:** if the owner of the Property changes, for example if the Property is sold, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**The Tenant Name**

**Name:**

**Of**

**Cluster Room**

Referred to as **you** or **your** in this agreement.

**The Fixed Term**

Starting on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ending on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We will expect you to vacate the property by this date. Please can you contact the Landlord or your agent, no later than four weeks before the end of this agreement if you would like to book a further term.

Note that the fixed term cannot be ended by you other than as set out in clause 9 below.

£ \_\_\_\_\_\_ per week or £ \_\_\_\_\_\_ per month.

Payment should be made by internet transfer, cheque, standing order or bank transfer. Note that if **no guarantee is provided,** all of the rent will need to be paid in advance and the payment schedule above will no longer apply.

**The Deposit**

**£250.00**

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

**A deposit is payable at the time you confirm your agreement with us.**

We will then register the deposit with The Deposit Protection Service (one of the three government authorised tenancy deposit protection schemes).

For more information on the deposit see section 2 below. For more information on The Deposit Protection Service see their web-site at: www.depositprotection.com

**Some More Definitions**

**The inventory**

This is a list of all the contents of your flat and your room. You will receive this on or before your move in date. You should check it carefully and return it to us within 48 hours noting any changes you may have and also, a description of the condition of that stated change. Particular attention should be paid to any damaged or missing items, marks on walls and any areas that you feel are not clean in your room or in the cluster.

**Fixtures and fittings**

This means all of our appliances and furnishings in the Property, including everything on the inventory, and the installations for supplying or using gas, electricity and water, where applicable.

**Shared areas**

Those parts of the building which are shared by you with the other occupiers. This includes not only the shared areas of your cluster, but also the community shared areas.

**Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

**IMPORTANT NOTE**

**When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who stays with you or visits the Property as your guest. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor, but this is something you will have to do yourself.

When this agreement and associated rules and regulations says that you must do or must not do anything, this will automatically include everyone who stays with your or visits you. It will also include anyone you allow into both your flat and the community shared areas, whether or not they are a friend of yours.

**Terms and Conditions**

**1. Payments, utilities and costs**

**1.1**

You must pay the rent as set out in the payment schedule above, which has been selected and agreed by you. Although we may sometimes send out reminder letters, note that your payment will be payable by you on the agreed dates, whether or not any request has been sent out by us.

**1.2**

You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

**1.3**

If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

**1.4**

You need not pay any rent for any period which the Property is wholly uninhabitable unless Innovation Control (Property) Limited source alternative accommodation for you. This clause does not apply if you are liable for causing the Property to be partly uninhabitable or wholly uninhabitable.

**1.5**

If you fail to pay your rent within 14 days of the due date, without prior notification and agreement of the delay you will be charged a fee of 3% plus the Bank of England base interest rate for each day for which the rent is outstanding.

If you fail to pay your rent within 14 days of the due date, your guarantor, sponsor or scholarship provider will be notified.

If you fail to pay your rent within 21 days of the due date, we will be instructing debt collectors.

**1.6**

Your rent includes payment of all utility bills. So far as Council Tax is concerned, we have accepted you as a tenant on the basis that you are a student and are therefore whilst you have student status, you are not liable to pay Council Tax. Your rent, and the rent of the other students sharing with you, has been calculated on this basis. If for any reason you cease to be a student while you are still living in the Property, you must let us know immediately. If the property becomes subject to Council Tax because you are no longer a student, the whole of the Council Tax charged in respect of the property will be payable by you, not just a proportionate part. (see also schedule 1).

**1.7**

You must pay any reasonable and proper costs and expenses (which must be reasonable in both amount and in nature and properly incurred) which we have been put to, where you have not carried out your responsibilities under this agreement.

**1.7.1**

A reasonable cost of no more than £50.00 will be payable on variation, assignment or novation of a tenancy, at the tenant’s request.

**1.7.2**

Should you request to move rooms, your request will be considered by Management which will take into account the availability of rooms in the building at the relevant time, the level of rent which you can pay and the circumstances surrounding your request. Management, acting reasonably, may ask for further information relating to your request which you should provide.  It shall be in the Management’s absolute discretion whether or not your request is granted and, if it is, the terms upon which any such request is granted.

In any event, if your request is granted:

(a) you must enter into any new tenancy agreement and related documentation that we reasonably require to reflect the change of rooms and;

(b) as part of the arrangements for the change of rooms, we will request the release to you of the balance of the deposit from your original room held by the DPS, but only once your original room has been inspected and handed back to us in the state and condition required by this agreement and any other breach of any of your obligations under this agreement has been remedied. We reserve the right to request a further deposit for the new room;

(c) a fee will be payable upon termination of the existing tenancy for any loss suffered by the landlord as a result of termination of the tenancy agreement

**1.8**

Should you lose or damage your entrance fob at any point during your tenancy you will be liable to pay a charge for a replacement fob. You must notify us immediately should lose or damage your entrance fob, limited to the reasonable cost of replacing your entrance fob.

**2. The deposit**

**2.1**

We will arrange for your deposit to be protected by The Deposit Protection Service, a government backed scheme, as required by the Housing Act 2004.

**2.2**

We will follow the rules of The Deposit Protection Service at all times.

**2.3**

You will get the deposit back when your tenancy ends and you move out of the Property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and any other money due to us under this agreement. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of The Deposit Protection Service.

**2.4**

You will not be entitled to any interest payable on the deposit money.

**3. The condition of the Property and disrepair**

**Our responsibilities:**

**3.1**

We will make sure that the Property is in good condition at the time it is let to you, without any 'category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

**3.2**

Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.

**3.3**

In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:

**3.3.1** the structure and exterior of the Property (including drains, gutters and external pipes)

**3.3.2** the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However, we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

**3.3.3.** the installations for space heating and heating water.

**3.4**

We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted

**3.5**

However, we will not be responsible for:

**3.5.1** carrying out work for which you are responsible under your duty to use the Property in a 'tenant-like manner';

**3.5.2** rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or

**3.5.3** repairing or maintaining anything which belongs to you

**3.6**

We will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only so far as we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

**Your responsibilities:**

**3.7**

You must not make any alteration or addition to the Property or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).

**3.8**

You must keep your room, and our fixtures and fittings in your room, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.

**3.9**

You must keep the shared areas of your flat clean and fit for use by you and the other occupiers of the Property. Failure to do this will result in a written warning from the management giving you a period of notice to rectify. If any given tenant should vacate before all other tenants in the flat, the vacating tenant must ensure that all communal areas are left in good condition, undamaged (other than by fair wear and tear), and clean and tidy. The landlord/agent has the right to withhold from the deposit of each tenant residing in the flat such sum as may be reasonably required to rectify any damage caused. We may also hold back further funds if we find the communal areas are in a bad state of repair, should there be any claim. Any claim we make will be subject to the rules of The Deposit Protection Service.

**3.10**

Although we will be responsible for maintaining and cleaning the community shared areas (i.e. the rest of the building outside your flat), you must use them responsibly, and must not do anything which will cause any damage to or will otherwise affect the condition of these areas, or any of our property in these areas, fair wear and tear excepted.

**3.11**

You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property, or to the communal areas, or to any fixtures or items that we are responsible for. If possible, you should tell us via the maintenance request form which can be found by using the resident portal on [www.friargatepreston.com](http://www.friargatepreston.com)

Alternately, this can be reported via reception by completing a maintenance request form. If the problem is within Your Room, you should ensure that you sign the form as without this we do not authority to enter Your Room to carry out the work.

**3.12**

You will be responsible for the repair of any damage to your room, or the shared areas in your flat, or to our fixtures and fittings in your flat, that you have caused (except for fair wear and tear), and we reserve the right to deduct from your deposit any money we have to pay to repair the damage. If the identity of the person causing any damage is not known, the cost will be divided equally between you and the other people living in your flat.

**4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

**4.1**

You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use. Because of the fire risk, you must also not use any deep fat fryers, chip pans or rice boilers.

**4.2**

You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.

**4.3**

You must not smoke anywhere within the property. You must use the designated smoking area in the grounds. A charge will be payable to us for any damage caused as a result of any breach of this clause. Including

4.3.1 All of our building is smoke-free in accordance with the Health Act 2006 and associated regulations. All residents, staff and visitors have the right to a smoke-free environment;

4.3.2 Smoking is not permitted anywhere in our building. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes;

4.3.3 You may only smoke outside in the designated area. When smoking outside, you must dispose of cigarette butts and other litter appropriately in the receptacles provided.

**4.4**

You must not tamper with any of the fire prevention and control equipment which we have installed in the building. If the fire alarm sounds, you must vacate the building immediately (and ensure that your visitors do also) by the nearest fire exit. Designated fire escapes must only be used in an emergency and must not be used at any other time.

**4.5**

You must deal with your rubbish and other waste promptly and in accordance with the instructions provided to you by the site-based accommodation team.

**4.6**

You must keep all shared areas, in particular passages and hallways, both in your flat and in the communal areas, free from obstruction.

In particular bicycles should only be kept in the designated secure bicycle storage areas provided, and not brought into the building (save with our permission which will only be given in exceptional circumstances).

**4.7**

You must not keep any drugs, the possession or use of which is prohibited by statue (including but not limited to the Misuse of Drugs act 1971) in the room, flat or building

**4.8**

You must not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the room, flat or building.

**4.9**

Should you be required to pay any reasonable and proper costs and expenses under clause 1.7, above, a list of all replacement/maintenance costs are available for residents on the website ([www.friargatepreston.com](http://www.friargatepreston.com)) or upon request.

**5. Using the Property**

**Our responsibilities:**

**5.1**

We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.

(Note - this type of clause is often called 'the covenant for quiet enjoyment').

**Your responsibilities:**

**5.2**

You must not allow anyone who is not named in this agreement to live in or share possession or occupation of your room with you. This does not apply to visitors, but these should not normally stay at the Property for longer than two nights, without our written permission (which we will not refuse or delay without good reason).

**5.3**

You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.

 **5.3.1** you must not register any company using our address or company name similar to any of the companies within our group.

**5.4**

You must not do anything on or at the Property that:

**5.4.1** causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

**5.4.2** is illegal or immoral

**5.4.3** allows strangers, or your guests / visitor unsupervised access to the shared areas.

As the tenant you will be responsible for any guest that you invite onto the development. We reserve the right to deduct from your deposit (as far as is reasonable) all losses and damage we, and anyone else, may suffer as a result of your guest.

**5.5**

You must not leave your room empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.

**5.6**

You must not keep any pet or any kind of animal at the Property unless you have our written permission. Note that for hygiene reasons, and due to the fact that pet dander (dead skin) can adversely affect allergy sufferers, permission to keep a pet will be given only in exceptional circumstances.

5.7

You are prohibited from using any home-built electrical appliance in the Property (including but not limited to home built personal computers). Failure to adhere to this will result in a written warning from the management requiring you to immediately cease use and remove from the appliance from the Property. You will also be responsible for any additional cost incurred in respect of utility payments and / or electrical work required as a result of such usage.

**6. Insurance**

**Our responsibilities:**

**6.1**

We will insure the Property and any contents that belong to us and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

**6.2**

For a contract of six months or over, we will also arrange for basic insurance cover for your possessions at no extra charge. Insurance is provided by Cover4students, up to a maximum value of £10,000 or £12,000 if disabled with a single article limit of £1250. Cover does not include accidental damage, bicycles, mobile phones and portable computers and any other items taken outside the room. Optional extensions can be purchased online by following the links at [www.cover4insurance.com/portergate](http://www.endsleigh.co.uk/reviewcover) For further information email info@portergatepm.com

**Your responsibilities:**

**6.3**

You will be responsible for arranging and paying the premiums for any extended insurance cover as described above, or (if you prefer) with your own insurance company.

**7. Landlords inspections and keys**

**7.1**

You must allow our staff, or workmen, or anyone with our permission in writing, to enter your room at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs, and to carry out viewings of your room with prospective tenants, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).

**7.2**

We are however entitled to visit and inspect the shared areas (both in your flat and in the community areas) without giving you any prior notice, provided our visit is for a proper and lawful reason.

**7.3**

We are entitled to keep keys/swipe cards for all the doors to the Property (including your room), but we are not entitled to use them to enter your room without your permission (unless it is an emergency).

**7.4**

If you do not return the fob/ card at the end of your tenancy, we will charge you the reasonable cost of replacing and re-programming.

**8. Notices and documents**

**8.1**

This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the following address:

Innovation Control (Property) Limited, Friargate Court, 154 Market Street West, Preston PR1 2EU.

**8.2**

You must tell us promptly about any notice or order received by you that affects the Property.

**8.3**

Any notices or other documents will be properly served on you during your tenancy if they are either left at the Property or sent to you at the Property by first-class post or recorded delivery. Notices will be treated as being served the day after they are left at the Property or posted to you.

**8.4**

That notices and other documents given in connection with this tenancy may be served by email on the Tenant and the Tenant accepts service of such notices and documents at the email address(es) supplied above.   The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent unless the Landlord received a delivery failure notification.

**9. Ending or transferring your tenancy**

**9.1**

You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.

**9.2**

You cannot normally end this your tenancy before the end of the fixed term. However, if you can find another suitable tenant to replace you (**the new tenant**) and if we approve the new tenant (we will not refuse or delay our approval without good reason) and in addition to this new tenant, we will allow you to end your tenancy at a time to be agreed between us, provided you have:

**9.2.1** paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy, and

**9.2.2** paid our costs of £50, and

**9.2.3** complied with our standard checkout procedure (this will involve an inspection of your room and the flat to see whether any deductions should be made from your tenancy deposit),

And provided the new tenant has

**9.2.4** signed a tenancy agreement with us for a period which is equal to the rest of your fixed term, and

**9.2.5** paid the tenancy deposit, and,

**9.2.6** provided a guarantor who has been approved by us and we have received back our guarantor agreement properly signed by the guarantor, your liability to us under this tenancy agreement will end once the new tenant has signed the tenancy agreement for your room, and we will at that stage return your tenancy deposit to you, less any authorized deductions.

**However, unless and until a new tenant signs a tenancy agreement for your room, you will remain responsible for the rent until the end of the fixed term set out in this agreement, even though you may no longer be living at the Property.**

**9.3**

If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 3, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

**Note:** if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

**9.4**

If the Property is destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However, this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

**10. Leaving the Property**

**10.1**

If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property, before you leave. If you do not do this, we will pursue you for the costs of resolving this.

**10.2**

You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term. However, you will not be responsible for any damage caused by fair wear and tear, please see ‘vacating tenant checklist for guidance’. When you vacate If there is damage to any of the bedroom/en-suite bathroom, communal kitchen/living room or hallway, then we will be entitled to claim from the deposit. Any claim we make will be subject to the rules of The Deposit Protection Service.

**10.3**

All rubbish must be removed from the property and dealt with in accordance with the instructions provided to you for the disposal of rubbish, by the site-based accommodation team.

**10.4**

You must give us a forwarding address and telephone number before you leave the Property.

**10.5**

You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys and swipe cards for the Property (together with any identifying key fobs) to us before 11am on the last day of the tenancy. If you need more time to move out, you should get our permission in writing, which we will not refuse without good reason. Failure to adhere to this clause may result in a charge, payable to us.

**10.6**

If you leave any personal items in the Property (**the items**) at the end of your tenancy, the following will apply:

**10.6.1** We will remove the items to a safe storage area.

**10.6.2** We will send you a notice in writing asking you to remove the items.

**10.6.3** This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.

**10.6.4** If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.

**10.6.5** You will be responsible for paying all reasonable costs for removing, storing and disposing of the items. Storage charged will normally be £10 per day, or as described in our recharge schedule, which will be provided with your welcome pack and which can be also obtained from the site administration office. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

**11. Data Protection**

**We will only use your personal information in accordance with the applicable requirements of the General Data Protection Regulation and Data Protection Act 2018 and as set out in our Privacy Policy, a copy of which is attached to this agreement.**

**The Tenant:**

Signed:

Tenant: Date:

**Innovation Control (Property) Limited**

**On behalf of the Landlord:**

Signed:

Landlord: Karen Preece Date:

**Vacating Tenant Checklist**

Portergate Property Management has created the following list as a guide to your requirements when vacating your property at Friargate Court. **The property must be returned in the same condition as it was received at the commencement off the tenancy albeit fair wear and tear**. All communal areas in your cluster are the joint responsibility of all tenants residing at the property. Having the property ready to inspect will assist a speedy return on your deposit.

Please make sure of the following upon vacating:

**You need to liaise with reception and arrange your move out inspection.**

1. **All areas to which you are fully or jointly responsible are cleaned as per the attachment guide.**
2. **Reception has a forwarding address & phone number.**
3. **All rent is paid to end of contract date or vacating date, whichever is the later.**
4. **All keys, key fobs, car park fobs & laundry cards if applicable are returned to reception**
5. **Any mail has been redirected, (No tenant will be allowed to re-enter the property)**
6. **If you are moving out of your cluster prior to some of your neighbours, then it is advisable to do your own check in the kitchen and living area and take photographs.**

|  |  |
| --- | --- |
| **AREA** | **NOTATION** |
| **Floor Coverings** | * All floors must be cleaned and stains removed
* Vinyl floors mopped
 |
| **Windows** | * Cleaned inside
* Window/ sills cleaned
 |
| **Window Coverings** | * Curtains cleaned if dirty (Do not wash without prior approval)
 |
| **Walls** | * Cleaned & all marks removed from walls & skirting boards throughout
* Remove cob webs
 |
| **Bathroom** | * Shower cleaned, mould free
* Toilets washed inside, outside & behind
* Bathroom vanity free of all soap scum, mirror & shelving cleaned
* Floors cleaned thoroughly
 |
| **Kitchen** | * All cupboards washed inside and out
* Oven, stove, hob and cooker hood free from grime (Including oven trays and racks)
* All white goods cleaned inside and outside
* Full clean throughout
 |
| **Bedrooms** | * Wardrobes and desk, draws cleaned inside and out, mattress vacuumed
* Vacuum all floors
 |
| **General** | * All doors wiped clean of marks
* All rubbish internally and externally removed
* All furniture set back in original position
* Hover all floors
* All light fittings in working order
* All internal bins to be washed out
 |

**Please note, not all items are listed on this guide, common sense should be used at all times. The landlord/agent has the right to withhold from the deposit of each tenant residing in the flat such sum as may reasonably be required to rectify any damage caused, we may also hold back further funds if we find the communal areas are in a bad state of repair, should there be any claim. Any claim we make will be subject to the rules of The Deposit Protection Service.**

**Tenants Name: Signed:**

**1. 1.**



Friargate Court, 154 Market Street West, Preston PR1 2EU

**Phone: + 44 (0) 1772 754261**

**Email:** **info@portergatepm.com**



**PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\***

**The Deposit Protection Service**

NOTE: The Landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

TO: [Tenant Name]

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

**The Deposit Protection Service (DPS)**

**The Pavilions**

**Bridgwater Road**

**Bristol**

**BS99 6AA**

**Telephone No. 0330 303 0030**

**Online** [**www.depositprotection.com**](http://www.depositprotection.com)

**Enquiry forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions (FAQs).**

1. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See attached Terms and Conditions.

1. Information on the procedure applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions.

1. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions.

1. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid in respect of the deposit.

See attached Terms and Conditions.

1. The facilities available under the Scheme for enabling a dispute relating to a deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information.

\*In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

1. Tenancy specific information
2. Amount of deposit paid:

£250

1. Address of the property to which the tenancy relates:

Cluster [ ] Room [ ], Friargate Court, 154 Market Street West, Preston, PR1 2EU

1. Name, address and detail of Landlord:

Innovation Control (Property) Limited

Friargate Court, 154 Market Street West, Preston PR1 2EU

01772 754261

info@portergatepm.com

1. Name, address and detail for the Tenant:

[name]

[address]

[number]

[email]

Contact address to be used by the Landlord at the end of the tenancy.

Note: Please see Note 2 below regarding the tenant’s or lead tenant’s responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

Note: If there are additional third parties, please attached a continuation sheet with the same information for the further third parties.

Circumstances when all or part of the deposit may be retained by the Landlord, refer to the following clause(s) of the Tenancy Agreement;

I/ We (being the Landlord) certify that

1. The information provided is accurate to the best of my/ our knowledge and belief
2. I/ We have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant’s knowledge and belief

**Landlord:** Innovation Control (Property) Limited

Signature. Dated

**Tenant:** [Name]

Signature Dated

**NOTES**

1. **The Tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.**
2. **It is the tenant’s or lead tenant’s (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.**
3. **The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord’s responsibility to ensure it is completed accurately, served on the Tenant within 30 days of receipt of the deposit and to give the Tenant opportunity to check and sign this document.**

**GUARANTOR AGREEMENT**

**For residential lettings**

**This Guarantor Agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.**

**Important Notes**

**This is a contract by which the Landlord agrees to grant a tenancy in consideration of the Guarantor’s agreement to act as surety for that tenancy agreement.**

* This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. The Landlord or Agent should consult the Letting Centres Guarantor Agreement Drafting and Guidance notes before use.
* It is essential that a copy of the tenancy agreement is attached to this Guarantee and that the Guarantor is given adequate opportunity to read both documents before signing. The Guarantor should read and understand the obligations of the tenancy and guarantee before signing.
* If the Guarantor is not able to be present to sign the guarantee, it is recommended that the guarantee is signed at least 7 days before the tenancy is due commence.
* Where the tenancy has been granted before the Guarantee has been signed, then it is recommended to sign this Guarantee as a Deed of Guarantee (form G02).
* This Guarantee relates to the named tenancy agreement and may not bind the Guarantor to any of the subsequent amendments of the tenancy – especially those which might be prejudicial to the Guarantor. The Guarantor’s consent should be gained before undertaking any substantial amendments to the tenancy.
* The law allows a tenant to stay on at a property beyond the agreed tenancy term. Under this agreement, the Guarantor may continue to be liable for any default under the tenancy after the landlord has given notice and until the tenant has vacated.
* For joint tenancies, unless otherwise agreed, the Guarantor will be jointly and severally liable for the default of any of the joint tenants under the tenancy agreement.
* This agreement has been drawn up after consideration of the Guidance on Unfair Terms in Tenancy Agreement originally published by the Office of Fair Trading which has now been adopted by the Competition and Markets Authority

**THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.**

|  |  |
| --- | --- |
| **Guarantor** |  |
| **Address** |  |
| **Guarantor Email** |  |
| **Landlord** | **Innovation Control (Property) Limited** |
| **Address** | **Friargate Court 154 Market St West Preston PR1 2EU** |
| **Tenant** |  |
| **Property** | **Friargate Court 154 Market St West Preston PR1 2EU** |
| **Proposed Weekly Rent** |  |
| **Proposed Tenancy Length** | **44 Weeks** |
| **Proposed Total Rent For Tenancy** |  |
| **Proposed Tenancy Commencement Date** |  |

1. The Landlord agrees to let the Property to the Tenant. In consideration of this, the Guarantor agrees to act for the Tenant should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement applies to the current tenancy being undertaken and any periodic extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include any Landlord Agent or any person authorised to act on the Landlord’s behalf.
3. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on receipt of a written demand all reasonable losses, damages and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant’s covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor’s estate will be liable as surety and co-principal debtor.
5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent the amount of any claims arising from any overpayment, which may be made by the local authority in relation to the specified Tenant. Such overpayments may be reclaimed by the local authority up to six years from the date of overpayment.
6. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable until vacant possession is given to the Landlord.
7. If the tenancy is periodic or has become periodic by agreement or the operation of the law, then this guarantee will continue. In this case, the Guarantor is required to give two months’ written notice to terminate the guarantee and the guarantee shall end on the earliest date when possession is or can be legally obtained, subject to the Tenant vacating on this date. If the Tenant fails to vacate the Property according to the Landlord’s Notice Requiring Possession then the guarantee shall continue until the Tenant vacates. If, following notice by the Guarantor, the Landlord fails to take reasonably expedient steps to recover possession then the guarantee will end on the earliest date that this tenancy may be legally terminated by the Landlord.
8. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and the Guarantee by any variation or amendment to the terms of the Tenancy provided that such variations or amendments are insubstantial and not prejudicial to the Guarantor.

**SIGNED by the Guarantor: …………………….....………………………………………**

**Date:**

**SIGNED by the Landlord:**

**Date**

|  |  |  |
| --- | --- | --- |
| **Schedule 1** | A picture containing font, text, graphics, screenshot  Description automatically generated

|  |
| --- |
|   |

 |
| **Council Tax - Preston Checklist** |
| **Description** | **Notes** |
| Full Time Students | Exempt Class N for the period of the course. |
| All but one is a student | 25% Discount / 75% charge |
| Key Workers | 100% charge |
| Empty Clusters | 100% charge |
| Up to 12 months with eligible major works | 50% up to 12 months then a full charge is due |
| Up to 6 months with eligible major works | 50% up to a maximum period of 12 months. |
| Unoccupied but furnished | 100% charge |
| 1 student but course ended | 25% Discount / 75% charge |
| Students leave before tenancy ends | 100% charge from vacated date till end tenancy  |
| 1 or more students but course ended | 100% until they tenancy ends |
| Apprentice earns more than £195 per week | No discount |
| Apprentice less more than £195 per week | Discount available  |
| A dwelling occupied by mixed full-time students and eligible apprentices | 50% charge |
| A dwelling wholly occupied by eligible apprentices  | 50% charge |
| A dwelling which is occupied by mixed full-time students, eligible apprentices and 1 non-student/non-eligible apprentice | 75% charge |
| A dwelling which is occupied by mixed full-time students, eligible apprentices and 2 non-students/non-eligible apprentices = 100% charge | 100% charge |
| Multiple residents | If final year students - landlord liable to pay from when course ends till tenancy end date |
| Final year students | Exempt Class N to the date course ends, then depends on how many courses end,and on what dates, could be 25% discount/75% charge and/or be 100% charge. As further above, depends how many are non-students. |
| Student nurses studying academic courses  | Exempt Class N for the period of their courses. If they reside before course begins, or after course ends, then a charge will be due depending on how many are non-students during that period. |
| Foreign language assistant  | Exempt - upload a copy of your certificate from the Education and Training Group with your application |
| Links |
| [Student discount - Preston City Council](https://www.preston.gov.uk/counciltaxstudentdiscount) | Student discount |
| [How Council Tax works: Discounts for full-time students - GOV.UK (www.gov.uk)](https://www.gov.uk/council-tax/discounts-for-full-time-students) | How Council Tax Works - Discounts for full time students |
| [How Council Tax works: Who has to pay - GOV.UK (www.gov.uk)](https://www.gov.uk/council-tax/who-has-to-pay) | How Council Tax Works - Who has to pay |