

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Assured Shorthold Tenancy Agreement - please read before you sign it. When you sign, it you are agreeing to all the conditions in it. Make sure it only contains the commitments you can agree to.

This Tenancy Agreement is intended to be compliant with the Tenant Fees Act 2019 (hereinafter the 'TFA') and to create an Assured Shorthold Tenancy Agreement as defined in Section 20 of the Housing Act 1988; the provisions for Recovery of Possession by the Landlord apply accordingly.

Tenancy Agreement: **ASSURED SHORTHOLD TENANCY** between:

Angus & Fiona Macaskill

being members of and represented by UWE Houses LLP

(duly authorised representatives for the owners and/or leaseholders and/or beneficial owners of the Property and their successors in title)

Address: **5b Staplehill Road, Fishponds, Bristol, BS16 5AA, Tel: 0117 911 8282**

Email: **hr @ uwehouses.com**, hereinafter the 'Landlord', and:

'Occupant' Name(s)

NB: A single '*' indicates an Occupant who is designated to be the "Lead Tenant".
The Occupants together confirm that this designation is acceptable to them all.

| |
|--|
| |
| |
| |
| |
| |
| |
| |

each hereinafter individually an 'Occupant' being jointly and severally the 'Tenant' of the premises at the 'Address of Property' above, hereinafter the 'Premises'.

Maximum Number of Occupants: 6

For a Period of 12 months starting and finishing with a part day,

From 2 pm on 21st July 2021 being the 'Start Date',

Until 09:30 am on 20th July 2022 being the 'Termination Date'

Catalogue of payments that may apply to this Agreement:

- A) Rent
- B) Holding Deposit
- C) Tenancy Deposit
- D) Late Payment and Loss of Keys charges
- E) Changes to Tenancy charges
- F) Early Termination charges
- G) Council Tax, Utilities and Communication Services charges

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Catalogue Payment Type A:

The Tenant agrees to pay the total **Rent** of £2829 per instalment. Each rental instalment is to be paid in cleared funds by the first of each month, starting from the first of July, finishing on the 1st June, (twelve instalments) unless agreed in advance in writing. Rent is inclusive of bills as itemised below, excluding council tax. Please see Catalogue Items G below for more details.

Catalogue Item B:

The Tenant agrees to commence the contracting process by paying a **Holding Deposit** of £50 per Occupant. This Holding Deposit is refundable in accordance with the TFA unless this Agreement is not progressed by the Tenant or the Tenant is at 'fault' in any other way as covered in the TFA. It is hereby agreed between the Parties that this Holding Deposit may be retained by the Landlord until the Landlord successfully 'protects' the Tenancy Deposit as below at the same time re-designating the Holding Deposit as a partial payment towards the Tenancy Deposit thereby clearing the Holding Deposit. The TFA appears to envisage a period of up to two weeks for completion of contract signatures including guarantor signatures. If the contract and guarantor signatures together with the further money payments to complete the Tenancy Deposit (as below) are not completed during a two week period for any other reason than delays by the Landlord then the Landlord reserves the right to withdraw from the Agreement and retain the Holding Deposit in accordance with the TFA.

Catalogue Item C:

The Tenant agrees to pay £300 per Occupant as a **Tenancy Deposit** before or at the time of signing. This Tenancy Deposit is potentially refundable at the end of the tenancy, minus any deposit deductions especially with regard to payment types D) to G), in accordance with the TFA.

It should be noted that the Tenancy Agreement cannot be completed until the following documents have been provided by each occupant:

- Proof of Right to Rent
- Satisfactory References, if requested
- Signed Guarantor Contract and any supporting documents requested in accordance with the Landlord's published policies (unless the full rent due for the whole of the Tenancy has been paid in advance) The Landlord may, in exceptional circumstances, decide not to require a guarantor and this does not affect the rights and responsibilities of this contract.

It should also be noted that the Landlord undertakes to protect the Tenancy Deposit with 'MyDeposits' within 30 days of the full deposit being received in accordance with UK legislation.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Catalogue Item D1:

The Parties agree that any and all payments which become overdue by 14 days or more incur additional default fees being, 3% above Bank of England Base Rate per annum, calculated on a daily basis from the date they became payable in accordance with the provisions of the TFA.

Catalogue Item D2:

Loss of keys (temporary or permanent) will be charged at the reasonable costs and expenses to the Landlord or parties acting on behalf of the Landlord for providing access and or replacement keys or entry systems in accordance with the provisions of the TFA.

Catalogue Item E:

Changes to this Tenancy Agreement where requested by the Tenant will be charged at £50 or, if the reasonable costs to the Landlord are more, the reasonable actual costs will then be charged in accordance with the provisions of the TFA.

Catalogue Item F:

Early termination charges for a Tenant seeking to shorten the tenancy will be applied, being equal to the losses incurred by the Landlord. This loss is limited to the loss of rent for the remaining period of the tenancy Agreement. If the Premises are re-let then this period of loss may be reduced to the un-let period plus the costs of marketing, arranging viewings and all administration in accordance with the provisions of the TFA. If an occupant wishes to move out early, they must submit a 'moving out notice' obtained by emailing the Landlord, 'Early Termination ...' (below) for further details.

Catalogue Item G:

Utilities and other relevant suppliers

The Tenant designated as 'You' below and the Landlord designated as 'We' below agree to take responsibility for the following, subject to the Landlord's Fair Use Policy.

| <input checked="" type="checkbox"/> | Council tax (see notes below): | You | are responsible for paying |
|-------------------------------------|---------------------------------------|------------|-----------------------------------|
| <input checked="" type="checkbox"/> | Water charges: | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Gas: | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Electricity (see notes below): | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Television licence: | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Telephone: | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Broadband: | We | are responsible for paying |
| <input checked="" type="checkbox"/> | Contents insurance (see notes below) | We | are responsible for paying |

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Council tax: If you are a full-time student you will normally be eligible for a student exemption certificate to prove you are in full-time education so you should not be charged council tax. Depending on the dates of your course and your tenancy, there may be a period for which you will be liable for council tax as you can expect to be exempt from it for the period when you are a full-time student pursuing a recognised undergraduate course.

If you are in your final year of study, the council will charge you council tax from the date your course officially ends until the last day of your contract. Please note that any council tax due is payable by the tenant to the council.

You do not qualify as a full-time student between a foundation course and your first year, or between an undergraduate course and a postgraduate course. If you are a first year student, or changing from a foundation course to a degree course, you can expect to be charged council tax between the contract start and the start of your course.

Electricity: Some houses have Solar Panels installed. Any such panels and associated equipment are not included in the Tenancy and the electricity generated belongs to the Landlord.

Contents Insurance: The Landlord provides a limited Contents Insurance. This basic insurance is included within the Tenancy but it is likely that many Occupants would be advised to seek higher levels of protection and at their own expense.

Fair Use Policy:

Your rent is all inclusive of the utilities/services listed above; however, UWE Houses operates a 'fair usage' policy. This is monitored on a monthly basis through your meter readings.

Any excess over the fair usage allowance will be charged at the rate from the utilities/service provider. These excesses will result in deductions from your tenancy deposit at the end of the tenancy as a group charge. We will work with you to help you manage your usage and notify when you are consistently exceeding the allowance.

Cleaning:

Your house is supplied to you professionally cleaned. It is your responsibility to return the house at the end of the contract cleaned to a professional standard.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

PARTICULARS OF MEMORANDUM OF AGREEMENT

ASSURED SHORTHOLD TENANCY

1. GENERAL:

- 1. DATE: If not otherwise specified in this paragraph, the 'Date' of this agreement is the date of the last signature to this agreement, else the Date is: _____
- 2. LANDLORD: The Landlord as on page 1, being owners of and/or agents for the Premises, with address and contact information as on page 1.
- 3. TENANT: The Tenant as on page 1, of individual Occupant addresses as follows

| Name | Address, Tel, No & e-mail address |
|------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

OCCUPANT: Each person listed above is an 'Occupant'; all the listed Occupants together are, jointly and severally, the Tenant.

- 4. PREMISES: The Premises at the 'Address of Property' at the top of page 1 including the garden, if any. Any Solar Panels and the associated equipment together with the generation benefits and payments are excluded from the Premises and remain both the benefit and responsibility of the landlord.
- 5. TERM: The 'Term' is the period between the Start Date and the Termination Date as specified on page 1, also being the Period of the 'Tenancy'.
- 6. MONTHLY PAYMENT: The Rent Payable (as described in Catalogue A which includes payments in respect of the 'included' items in G above), without any deductions whatsoever. Each instalment to be made by standing order on the first day of the month to the bank account nominated by the Landlord being: Sort code 08 92 50, Account number 6869 8030, Account name UWE houses LLP. Alternate periodic payment schedules may be agreed in writing between the parties. The final payment for the total of all the Monthly Payments that are due must be no later than the 1st June prior to the Termination Date. If the tenant or representative of the tenant pays rent internationally then only the funds cleared to the Landlords account will be credited. Special Provision: UWE houses has historically had problems with payments from non-high street banks (due to a faulty interface between non-high street banks and the Landlord's bank) so if any Occupant currently banks with non-high street banks he/she should understand that if problems arise in with their payments, they will have to use an alternative bank to make payments; all individual provisions herein are applied as allowable under the TFA.
- 7. This agreement (hereinafter called the 'Agreement') is made on the day and year specified in Clause (1) above between the Landlord named in Clause (2) above (the 'Landlord') and the Tenant named in Clause (3) above (the 'Tenant').
- 8. The Landlord agrees to let and the Tenant agrees to take the Premises described in Clause (4) above (the 'Premises') together with the furniture, equipment, fixtures and effects therein (the 'Effects') generally listed in the inventory and condition report for the Term specified in Clause (5) above at the Monthly Payment specified in Clause (6) above. If there

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL
is a garage at the Premises then the garage and access thereto is excluded from the definition of the Premises and reserved for the Landlord to store and access maintenance and other materials at the Landlord's reasonable convenience. Special Provision: The garages opening onto the 'non-adopted' lane behind Fishponds Road and the electric vehicle charging point(s) on that lane must not be obstructed by Occupants' cars.

2. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

Guarantee of Rent

1. Each Occupant, who as the whole group of Occupants are the Tenant, shall supply the name, address and other contact details of a guarantor of the Occupant's periodic rent payment. The guarantor must be a United Kingdom resident, willing to guarantee that particular Occupant's Rental obligations (but without obligation to the required payments of other Occupants). The guarantor must be in paid employment (or in receipt of a pension or of independent means) and be willing to supply their national insurance number and their employer's contact details or a demonstration of adequate independent means. For each Occupant, keys will only be handed to that Occupant after receipt of a valid contract of guarantee for that Occupant from their guarantor with proof of their ability to fund the guarantee if so required. The Landlord may, in exceptional circumstances decide not to require a guarantor and this does not affect the rights and responsibilities of the contract. The Landlord may use a third party to credit reference guarantors.
2. In the event that an Occupant is unable to supply a guarantor of rent that meets the stipulations as outlined in section 1 above the Occupant may elect to pay the full year's rent in advance. Keys to the Occupant's room will only be handed over once this amount is paid in full and the Occupant has permitted a scan of their passport to be retained by the Landlord with any additional documentation required to prove their right to reside in the UK for Non-EU passport holders and other requirements as may be enacted by parliament.
3. In the event that prior to the commencement of the Tenancy, an Occupant is unable to supply documentation as above or to provide a willing and qualified guarantor, or to pay all the periodic Payments in advance of the commencement of the Tenancy, then the Landlord will attempt to assist the other Occupants to re-assign the 'failed' occupancy. Provided an acceptable replacement Occupant is found, all parties agree such, and a new Agreement or a Deed of Assignment of Tenancy is completed by all parties, together with a new(qualified) signed Guarantor the outgoing Occupant can then be released from the original contract. Liability of periodic Payments by the outgoing Occupant ceases when the Deed of Assignment of Tenancy has been signed by all parties and the new Occupant has taken up occupancy. The Landlord's justified costs will be retained from the deposit of the 'failed' Occupant in accordance with the TFA.

Deposits, Inventory & Communication

4. To pay the Tenancy Deposit which will be retained by the Landlord until all TFA-allowed tenancy-related costs have been paid. All claims for dilapidations, overspend of the fair usage utilities allowance (if any) and unpaid Rent (if any) will be deducted from the returnable Deposit within ten days of the end of the Tenancy. The full Deposit for the Premises will be held until any outstanding periodic Payments are paid in full if that is more than the Tenancy Deposit balance being held by the Landlord in respect of the Occupants.
5. To provide the name of a lead Tenant to the Landlord and co-ordinate communication through the lead Tenant where reasonably possible. All information relating to this Tenancy and correspondence with any of the Occupants shall be communicable to all the other Occupants and also to any official bodies with a reasonable cause to know and in the case of alleged defaults in an Occupant's obligations to the Occupant's guarantor. If no

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

lead Tenant has been nominated by the start of the contract, the Occupant who signs the inventory check-in is deemed to be the lead Tenant.

6. To attend the check-in and check-out inventories of the Premises.
7. To check e-mails at least every two days and to respond within 24 hours of reading any mail relating to the Landlord's correspondence. Occupants must inform any changes of their contact details or substantial changes of circumstances to the Landlord.
8. To refer any deposit-related disputes not resolved by negotiation between the Landlord and the Tenant to the Deposits Dispute Resolution Service and not to any other person or body, noting that the Landlord may choose to involve the guarantor of rent about such disputes and the conduct of the Tenancy. The deposit will be protected by My Deposits in accordance with their terms and conditions. (The terms and conditions governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk) The total deposit can be returned to the Lead Tenant or a nominated Occupant who must distribute it to the rest of the Occupants as per the recommended breakdown emailed to Occupants during the deposit return process. Alternatively, the Landlord may return the allocated portion of the whole deposit directly back to Occupants, in accordance with MyDeposits legislation. Such Deposit returns or partial returns will normally be by bank transfer where the Occupant has provided bank account details to enable this. If no details have been supplied, the Landlord will keep a cheque for the Occupant's collection at the Landlord's office.

Data Protection

9. The Tenant agrees that the Landlord may process, store, use, record and disclose personal information which the Landlord deems relevant to their role as a landlord. The Landlord may make such enquiries as is considered necessary in connection with this and disclose information about the tenant to any bona fide landlords referencing service. The Landlord may disclose information about any of the tenant's applications or agreements to any fraud avoidance scheme in which the Landlord participates or any bona fide credit reference agency which may keep details of searches and information about any accounts, including defaults. Such information may be shared with other businesses reasonably related to the Tenancy. The Landlord may disclose information about the Tenant to any relevant person, organisation or debt collecting service with reasonable need for such information in accordance with the principles of GDPR legislation.

Periodic Payments - Rent Payments and Late Rent

10. For any Occupant separately paying a share of the Monthly Payments, if the Monthly Payments or part thereof becomes overdue for a period of more than fourteen days whether or not it is then paid through the standing order process, to pay an additional charge of Bank of England Base Rate +3% per annum in accordance with the provisions of the TFA.
11. Rent will only be considered as received by the Landlord when it has arrived in the Landlord's bank account and not when sent by the Tenant. (For the avoidance of doubt, it should be noted that the Landlord has no means or 'power', such as Direct Debit, to 'take money' from an Occupant's account.)
12. The final Rental payment must be no later than the 1st June preceding the Termination Date.
13. The Tenancy Deposit shall not be treated as Monthly Payments by any Occupant and Monthly Payments are required to be paid in full until the end of the Tenancy.

Maintenance of the property

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

14. The property must be returned to the Landlord in the same condition at the end of the Tenancy as it was at the Start Date, so the Premises (and all Landlords fixtures, furnishings, equipment & effects) must be kept in good order and repair, (fair wear and tear excepted)
15. The Tenant must not allow gutters and external drains to become or remain choked through negligence.
16. The Tenant must clean at least every three months and to keep well ventilated and mould-free all tiles, grouted areas, windows and windowsills and all other areas where dampness and/or poor air circulation and/or dirt might otherwise cause problems.
17. The Tenant must report any glass broken or cracked during the Term, however caused and ensure that windows and oven particularly are as clean at check out as they were at check in.
18. The Tenant must keep all carpets, blinds, furniture fabric & curtains supplied under this Agreement clean and in the same condition they were at the start of the Term.
19. The Tenant must not damage or alter the Premises or the Landlord's Effects during the Tenancy.
20. The Tenant must not cut, damage or alter any of the internal or external structure of the Premises or install anything thereon without prior written permission from the Landlord.
21. The Tenant may use any washing line provided and must not dry washing inside the house, except by means of a tumble dryer. It should be noted that raising the moisture level of the inside air by drying clothes indoors on radiators or drying racks will often cause damp and/or mould and may incur the requirement to redecorate. Towels dampened after a bath or a shower are excepted and may be dried on such racks or radiators.
22. The Tenant must give notice immediately to the Landlord ideally by email to admin@uwehouses.com as necessary of any loss of key, damage, disrepair or defect to the Premises and to permit the Landlord or workmen to enter the Premises at all reasonable times to view the Premises and to carry out repairs.
23. The Tenant must report any malfunction of any smoke alarms or any other equipment promptly and must not tamper with such equipment except to replace the batteries in such units unless requested to do so by the Landlord.
24. The Tenant must not carry out any decorating to the Premises.
25. The Tenant must not block or allow to become blocked any of the sinks, baths, showers, lavatories, cisterns, drains or pipes in or serving the Premises.
26. When leaving the Premises empty for any longer than 24 hours between 1st October and 1st May, the Tenant must set the central heating timer on continuous at not less than 6 degrees Celsius to prevent damage to the water system by freezing for which extensive repairs might be required.
27. The Tenant must not deposit or accumulate any waste, cigarette ends, rubbish or recyclable materials in any part of the Premises including the garden other than in any appropriate bins provided.

Call outs for replacements and repairs

28. A reasonable call-out cost will be incurred if an Occupant has locked him/herself out of the property and needs to be let in. Please note that any locksmiths we engage for you are likely to charge more during anti-social hours and also that your locks are part of an integrated master-key system requiring the attention of specialist operatives.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

29. These key call-out costs may be waived if a key-holder happens to be working in the street and the inconvenience to the Landlord is negligible. In the event a member of staff is not available to provide access, the cost of an emergency locksmith may be necessary.
30. No charges will be made to the Tenant if a call-out and / or repair is due to normal wear and tear and if a call out reasonably needs to be treated as a call out (rather than normally scheduled maintenance). However, the Tenant may incur liability for any call out and any repair if it is deemed unnecessary or due to Tenant error, accident or misuse. Examples of such 'Tenant error' call out where charges might be incurred by the Tenant are:
- Blocked filters in a washing machine, tumble dryer, dishwasher or extractors, being a Tenant responsibility
 - Damage to an appliance due to misuse, dirt or if some Tenant property causes the fault
 - Cooker malfunction due to dirt or misuse
 - Blocked plumbing due to excess grease or inappropriate objects being put down drains
 - Water leakage through a ceiling due to overflowing shower / bath / basin onto bathroom floor above
 - Sani-flow malfunction due to misuse (no foreign object apart from toilet paper should be flushed down Sani-flow toilets)
 - Request for boiler repair when, after a diagnostic telephone conversation, the Tenant misdescribes the fault and the call out is deemed unnecessary or due to Tenant misdescription. Care will be taken by the heating engineer to ascertain the cause of the fault prior to attending the call out so as to avoid unnecessary costs to the Tenant
 - Repairs to broken windows and other glass & mirrors
 - Repairs to fixtures and fittings or broken furniture due to misuse or accident by the Tenant
 - Alarms and electrical trip-switch re-setting if due to failure to follow Landlord's instructions for re-setting / silencing or due to faulty Tenant-supplied appliances
 - Electrical, TV, remote controls & all other faults if caused by the Tenant

Any such liability for costs on the Tenant will be calculated in accordance with the TFA. Normally such costs will be deducted from the Tenancy Deposit and the Tenant will be told what this will be after any such call-out and provided with evidence of incurred costs.

Maintenance of the Gardens and Rubbish

31. The Tenant must maintain the present condition of the gardens and to keep them in a good state of cultivation. The Tenant must weed flower borders, paving, gravel & paths. The Tenant must trim bushes, plants & hedges normally to 1m high and to mow the lawn (if any) on a regular basis, except in winter. Tenants are expected to use the equipment provided with appropriate care and having health and safety in mind and make the Landlord aware of any inadequate gardening equipment especially sharp, powered or otherwise dangerous equipment - taking particular care when using any sharp or powered equipment to use appropriate eye protection etc.
32. The Tenant must store all garden tools inside & all garden furniture inside a garden shed (if supplied) during the winter months.
33. The Tenant must maintain the area in the front of the Premises in a tidy state & remove any accumulated or uncollected rubbish, litter, and leaves etc. on at least a fortnightly basis ensuring that all waste for council collection is appropriately bagged and sealed to prevent spillage.
34. The Tenant must remove rubbish bins and recycling boxes from the pavement on the same day as collection and store them safely elsewhere on the Premises except where storage at the front is established practice in the neighbourhood. The Landlord will carry out

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL
checks and investigate complaints (if they arise) from the local authority and neighbours with the objective of being a good neighbour.

Number of Occupants

35. The Tenant must not permit more than the specified maximum number of Occupants on page 1 to occupy the Premises except on an occasional visiting basis and never more frequently than two weekends per month unless otherwise agreed with the Landlord & all other Occupants.
36. Visiting guests: All Occupants have the right to object to and ultimately 'veto' continued visits of any other Occupant's guest(s) initially by emailing the Landlord so that such a request can be documented. Responsibility for guests' behaviour and actions lies with inviting Occupant(s) who should normally be present with their guest(s).
37. Subject to any proviso contained herein not to assign, under-let, part with or share possession of the Premises or any part thereof or the furniture or any part thereof or to take any lodgers or paying guests in the Premises. Additionally, the Tenant must not engage in any formal or informal Airbnb or similar activity.

Use of Premises

38. The Tenant must only use the Premises as a private residence and not to carry on any trade or business whatsoever. The Tenant must not use the Premises for any sale or auction. The Tenant must not use or permit the Premises to be used for any purpose which reasonable neighbours would consider to be illegal or immoral, for example the use of recreational or illegal drugs.
39. If UWE Houses has reasonable grounds to suspect that recreational or illegal drugs are being used at the Premises, UWE Houses may investigate, and may involve the police or your university.
40. The Tenant must not park more than two cars immediately outside the Premises on a regular basis (except as agreed with the Landlord in writing for the houses where there is adequate space) and in any case to park and behave generally in a way that is considerate and respectful to the neighbours. When tradespersons or the Landlord's agents attend the Premises for repairs, meetings, inspections and the like to act with appropriate respect and consideration.
41. The Tenant must use all services including broadband, when available, in a legal, responsible and appropriate manner. Each Occupant is to act with consideration to other Occupants and not to consume disproportionate amounts of e.g. heating or bandwidth, thereby putting other Occupants at a disadvantage.

Pets

42. The Tenant must not allow a cat or dog or other pet upon the Premises. Caged pets only may be kept subject to gaining prior written permission from the Landlord and the other Occupants of the house. Any permission given may be withdrawn at any time on notice should the Landlord consider there to be good reason.

Tenant Responsibilities

43. The Tenant must provide monthly gas and electric meter readings to admin@uwehouses.com (Normally to be done by the Lead Tenant during the first week of every month and always at least 72 hours before the 9th of the month. If the Premises have

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL
solar panels the readings for both the 'Solar Export' and 'Solar Generation' must also be supplied at the end of each month.

44. If the meter readings have not been given 3 days before the 9th of the month the Landlord has the authority to enter the house without prior notice to read the meters.
45. The Tenant must test the fire alarm and backup lighting systems as instructed (usually monthly by the Lead Tenant) and record this in the logbook.
46. The Tenant must not cause nuisance, noise, annoyance, inconvenience, parking obstruction, damage or disturbance to the Landlord, other Occupants or to any of the occupiers of adjoining or neighbouring premises. The Tenant must not play music or make any noise audible outside the room where it is being produced or cause disturbance inside or outside the Premises between 11.00pm and 8.00am. After the first complaint the university will be informed which could result in further action from your university. The Landlord may also refer any of the above matters to the Tenant's guarantor and ask them to intervene.
47. The Tenant must not smoke or use e-cigarettes (or to allow guests to smoke or use e-cigarettes) inside any part of the Premises & to only smoke in the back garden if nearby doors & windows are closed. The Tenant must not litter the outside of the Premises with cigarette ends and must deposit cigarette ends in ash-bins if provided and regularly empty and clean such ash-bins.
48. The Tenant must not exhibit any advertisement, placard, bill or notification whatsoever in the windows or doors or any part of the exterior of the Premises. The Tenant must not hang any clothes or articles on the outside of the Premises except in the back garden (if any).
49. The Tenant must not remove any of the Effects from the Premises and leave the contents in the same rooms and positions as found at the commencement of the tenancy and outlined in the inventory at the termination of the tenancy. The Tenant must pay for any furniture, fixtures and Effects that have been broken, lost or damaged during the Tenancy (fair wear and tear excepted). Should the Tenant not leave the Premises or any part thereof in a condition acceptable to the Landlord allowing for fair wear and tear at the end of the Tenancy then the Landlord reserves the right to place the Premises or Effects in an acceptable condition or to replace the item(s) and remove all rubbish not collected by the local authority at the Tenant's expense. Further at the end of the Tenancy the bins provided should be no more than 50% full as a courtesy to the incoming Tenant.
50. The Tenant must place all refuse and recyclable materials in proper bins and to ensure that they are available for the local authority to collect on the due day.
51. The Tenant must inform the Landlord of any Occupant's change of mobile telephone number or e-mail address within one week of any such change, and to use best endeavours to inform the Landlord of any changes in contact details of guarantors.
52. The Tenant must use the electrical supply safely and not to overload the supply and must take special care with any Solar generation systems and not to disconnect such except in an emergency situation.
53. The Tenant must not access or store anything in the loft (if any) without prior written permission from the Landlord.

If the Occupant is unable to be present at the start of the contract to collect their key, they must make arrangements with other occupants for access, or if this is not possible, UWE Houses can give access Monday to Friday between 9am and 3.30pm by prior arrangement. If this is not possible, the occupant must give us four days' notice so UWE Houses can post you the key at the occupant's expense.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

54. Only bikes which are in frequent use may be stored at the Premises and must not be kept in passageways, landings or blocking any exits as this poses a fire exit risk. Bikes must be kept in the shed or bike store (if any) and those bikes in permanent use take precedent over those in less frequent use.
55. Occupants agree to be respectful of other Occupants, and to behave in a cooperative manner towards each other, aiming to resolve disputes by communicating with each other prior to contacting UWE Houses.

Neighbour Relations:

Consider the level of sound being emitted from radios, televisions and stereos at all times of the day.

To prevent noise transference from your property to the neighbours' properties, avoid placing noise emitting appliances next to shared walls.

Consider the impact on your neighbours when choosing when to carry out housework and gardening.

Give your neighbours plenty of notice if you intend to have a party

If going out or returning home late at night take extra care not to disturb neighbours through loud voices and slamming of car doors.

Advisory Section:

Below is a list of typical items that have resulted in deposit deductions at the end of previous tenancies:

- Cleaning of your room to bring it back to the check-in condition (see inventory)
- Gardening to bring the garden back to the check-in condition (see inventory)
- Replacement keys
- Replacement of curtains due to mould
- Re-painting of any walls (due to marks from sellotape, white/blu-tac, drawing pins, nails etc)
- Door requiring repainting (due to marks from sellotape, white/blu-tac, drawing pins, nails etc)
- Replacement of any missing / broken bulbs (Bulbs must be replaced with similar low energy bulbs)
- Replacement of used kitchen extractor filters (1 filter is required for vented extractors and 2 filters are required if the extractor doesn't vent to outside)
- Replacement of torn light shades
- Disposal of any rubbish at the end of your tenancy

DISPROPORTIONATE AGEING / WEAR of items considered to normally have a SEVEN year life:

- Early Replacement of carpets
- Early Replacement of WC seats
- Early Replacement of mattresses
- Early Replacement of wardrobe doors

[End of Advisory Section]

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Insurance & Security

56. Tenant's personal possessions may have (limited) insurance arranged by the Landlord through Endsleigh or similar companies. It is up to individuals to check this cover and add further cover if desired. The Landlord assumes no duty of care in respect of the Tenant's personal possessions or vehicles. The Landlord recommends that the Tenant PAT tests all personal electrical items.
57. The Tenant must use all installed external locks, bolts and other security devices at all times whilst the Premises are unattended and at night. Furthermore if the Premises are left unattended for more than forty eight hours to arrange for a responsible person e.g. a neighbour acting on behalf of the Tenant to 'keep an eye on' the exterior of the premises and to provide them with the Landlord's emergency phone number.
58. The Tenant must not do anything whereby any insurance of the Premises and Effects against fire or theft etc may be rendered void or invalid or whereby the premium for such insurance may be liable to be increased.

Termination of Contract

59. When vacating the Premises, the Tenant undertakes to leave the Premises and all the Effects therein in a thoroughly cleaned and tidy condition such as would be expected in a typical hotel chain and which is the default condition of the Premises and all the Effects at the point of check in, unless noted differently on the inventory / schedule of condition. If the Premises and Effects are not left in a thoroughly cleaned and tidy condition then the Landlord reserves the right to instruct a cleaner to place the Premises in a condition which is acceptable without further reference to the Tenant at the Tenant's expense in accordance with the provisions of the TFA.
60. If items of significant value as judged by the Landlord have been left at the Premises after the Termination Date they will be stored for a period of four weeks, with the Landlord charging reasonable costs for the storage of bulky items. If the tenant would like to retrieve these items they will be held temporarily in the office. The Landlord may without penalty dispose of any item after four weeks and dispose of items of low value as judged by the Landlord immediately.
61. The Tenant must permit the Premises to be viewed by future prospective tenants, buyers, agents, surveyors and other officers for special and periodic inspections at all reasonable hours of the day. The Tenant is to permit the Landlord or his agents to put up a notice outside the Premises stating that the Premises are to be let or sold whereupon the rights and responsibilities of this Agreement may be assigned to another Landlord.
62. When vacating the Premises, to provide the bank details for deposit return to the Landlord by email and if required by the Occupants to arrange with the Post Office to forward all mail from the Premises for 3 months (If any Occupant chooses not to make this arrangement all mail addressed to the Occupant & delivered to the Premises will be disposed of, once the Tenancy has terminated; the Landlord or future Occupants are not expected to forward any mail or parcels to former Occupants, as if required it could have been arranged by the Tenant.)

3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

1. That the Tenant paying the Rent Payable shall during the Tenancy quietly enjoy the said Premises without interruption by the Landlord or any person acting on his behalf except as described in this Agreement. Such 'excepted' interruptions include access for urgent maintenance, meter reading, verification of the supply of services and anything else in response to a request by an Occupant or an official body such as the council.

Contract page 13 of 18

Text copyright © 2005-20 by the Landlord, as above

Contract 2021-22.docx

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

2. The Landlord will make reasonable efforts to provide & maintain broadband where provided, taking into account the availability of IT services, providers etc. The Landlord accepts no responsibility for any loss caused by failure of the internet services. The Landlord is also not responsible for the Occupants' computers, nor for use made of the broadband by other Occupants.
3. The Landlord will keep the roof, gutters and external parts of the Premises (except when the same become choked through the negligence of the Tenant) in good repair and condition provided always that no claim shall be made against the Landlord for damage or loss resulting from the disrepair of the same unless and until the Landlord shall have failed to make this good within a reasonable time from being made aware of such disrepair.
4. The Landlord will refund the Occupants on a pro-rata basis if the Premises are not ready for occupation on the agreed start date. If the Premises are not reasonably habitable on the agreed Start date then a refund of monies paid or waiver of monies due will be made, calculated on a daily basis for the proportion of the house agreed to be non-habitable until the Landlord declares the Premises to have become habitable. This waiver of such monies otherwise due to the Landlord is the limit of the Landlord's responsibility for such an event.
5. The Landlord will return deposits after documented deductions (see 'Deposits' below) to the account number specified on the Occupant's standing order mandate unless otherwise requested in an email by the Occupant.
6. The Landlord will endeavour to respond to Tenant's e-mails within 48 hours, Monday - Friday.

Insurance & Security

7. The Landlord will keep the Premises insured against loss or damage by fire, water and other normal risks and in case of damage or destruction by the insured risks (unless the insurance monies shall be found to be irrecoverable through the act or default of the Tenant) to reinstate or rebuild the Premises as speedily as reasonably possible. No rent is payable for any period that the Premises remain evidently unfit for habitation but this is the limit of the Landlord's responsibility for such an event or for loss of use by the Tenant for any other reason that is beyond the Landlord's reasonable control.

Deposits

8. The Landlord will register receipt of the Tenancy Deposit with My Deposits (www.mydeposits.co.uk 0333 321 9401) and to abide by the Scheme Rules. This will be done within 30 days of the date of receipt of the full Deposit which relates to the Premises.
9. By way of advice and help to the Occupants to (typically) to provide a cleaning and condition schedule listing items that the Landlord is advising approximately two weeks prior to the Tenant vacating the Premises.
10. The Landlord will return the Tenancy Deposit (less applicable deductions) to the Tenant normally within 10 days of the end of the Tenancy and always adjusted and administered in accordance with the TFA.
11. The Landlord reserves the right to make proportionate deposit deductions in relation to Category Item G 'Utilities and other relevant suppliers', where the fair usage allowance has been exceeded on multiple occasions.
12. The Landlord will notify the Lead Tenant of the reason for any deductions from the Deposit, and in the event of dispute, all parties agree to co-operate with the procedures of the My Deposits Dispute Resolution Service.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

13. The Landlord will only discuss a disputed deposit with the Tenant and will not discuss the matter with any Guarantor unless all Tenants agree such in writing or unless an Occupant is deemed to have defaulted on their obligations.
14. If there is any question regarding the allocation of costs of communal areas, the Landlord will return all deposits to the Lead Tenant who will distribute monies to the Occupants as appropriate.

Early Termination of the Tenancy

15. In the event that an Occupant wishes to leave the tenancy once the contract has been signed, and an acceptable replacement Occupant is found and takes up residency as above, the Deposit minus any administration costs of arranging the replacement will be returned in accordance with the TFA. The Landlord will attempt to consult the remaining Occupants about their preference for a replacement Occupant; however if more than two prospective Occupants which are deemed suitable by the Landlord are turned away by the remaining Occupants, the Landlord has the right to choose a replacement Occupant without reference to the remaining Occupants' wishes.
16. Liability of rent by the outgoing Occupant ceases when the Deed of Assignment of Tenancy or new contract has been signed by all parties and the new Occupant has taken up occupancy and paid in full any monies due to that date. The Tenant must complete the Moving Out Notice obtained by email request to the Landlord.

4. IT IS MUTUALLY AGREED AS FOLLOWS:

1. That for the purpose of interpretation throughout this Agreement the masculine shall include the feminine and the singular include the plural and agreements or stipulations made by more than one person shall be deemed to have been made jointly and severally.
2. The Landlord hereby notifies the Tenant that the Premises are subject to a mortgage granted before the commencement of this tenancy and under Ground 2 of Schedule 2 to the Housing Act 1988 the Mortgagee may recover possession of the Premises and is entitled to exercise a power of sale.
3. If the Tenant shall by virtue of his failure to perform or observe any stipulations on his part contained in this agreement so that the conditions set out in all or any of Grounds 8, 10 - 15 inclusive and 17 of Schedule 2 to the Housing Act 1988 as amended by the Housing Act 1996 are fulfilled then the Landlord (or his Mortgagees) may recover possession of the Premises by Court action under the said Housing Act by satisfying the Court that all or any of those said Grounds are made out.
4. This Tenancy Agreement is intended to create an ASSURED SHORTHOLD TENANCY as defined in Section 20 of the Housing Act 1988 as amended by the Housing Act 1996 and the Landlord is entitled to possession of the Premises hereby demised at the end of the tenancy hereby created.
5. That the ASSURED SHORTHOLD TENANCY created by this Tenancy Agreement will be brought to an end by the Landlord or his agent on the Termination Date specified on Page 1 of this document or upon such later date as may be provided for under Section 21 of the Housing Act 1988 or as otherwise provided for in Section 21 of the Housing Act 1988 or as mutually agreed between the Landlord and the Tenant and that THIS CLAUSE of THIS CONTRACT shall be accepted by the Tenant as providing effective WRITTEN NOTICE of the same or as otherwise required by specific provisions of the TFA.
6. The Rent will be agreed between the parties with effect from each anniversary of the start of the tenancy should the parties agree to continue the tenancy beyond the initial Term and a new Termination Date will be agreed in this case.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

Contact information

7. In accordance with Section 48(1) of the Landlord and Tenant Act 1987 the Tenant is informed that the Landlord may be contacted at 5b Staplehill Road, Fishponds, Bristol, BS16 5AA, telephone 0117 911 8282, email: admin@uwehouses.com; if the Landlord wishes to contact the Tenant formally he may do this by sending a registered or 1st class letter to the Premises or personally delivering such. The Tenant is hereby given notice that his Landlord's address for service of formal notices (including notices in proceedings) in respect of this tenancy is also in the care of UWE Houses LLP. Any notice to be served by the Tenant may be served by Recorded Delivery Post to the BS16 5AA address. Furthermore, any such notices sent by recorded post shall be deemed to take effect from seven days after posting. Emails, answer phone messages and SMS-text messages should not be assumed to have been received by the Landlord unless the Landlord confirms that such have been received and understood.
8. Both Landlord and Tenant will inform all concerned parties of any consequential change of their circumstances in accordance with section 2 above within one week of any such change.

Payment of rent

9. For any Occupant separately paying a share of the Monthly Payments, if the Monthly Payments or part thereof becomes overdue for a period of more than fourteen days whether or not it is then paid through the standing order process, to pay an additional charge of Bank of England Base Rate +3% per annum calculated on a daily basis from the first day the payment became due in accordance with the provisions of the TFA.
10. Where the Rental is being paid by one or more Occupants contributing a share of the total Rent Payable then the fees above shall be payable per Occupant who incurs the late or administrative charges so far as the TFA and other legislation allows, if the Tenant shall omit to perform or observe any stipulation on his part herein contained or shall suffer a receiving order in bankruptcy to be made against him the Landlord may if he chooses re-enter upon the Premises or upon any part thereof in the name of the whole and take possession thereof together with the furniture and effects without any liability to an action at law for trespass or otherwise and the tenancy shall thereupon determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any breach of the Tenants stipulations herein contained and with power to recover all Rent Payable in arrears and any further Rent Payable which may accrue under this Agreement.
11. Tenants should ensure that they, or their Bank, cancel the Standing Order after the last payment of rent.

Maintenance of the property

12. The Tenant will promptly inform the Landlord if there is a problem with the Premises, which the Landlord is responsible for. The Landlord shall have a reasonable time to resolve the problem and shall be allowed access to the Premises to assess, cost, and repair the Premises (as shall any workmen engaged by the Landlord). The Landlord shall not be responsible for any accidents occurring or damage resulting from any disrepair of the Premises unless and until he shall have been notified thereof and shall have failed to make good the same within a reasonable time.
13. The Landlord reserves the right for himself and/or his agents to inspect the Premises including the gardens every three months and to check the inventory and to agree a schedule of dilapidations, cleaning or gardening that have accrued since the commencement of the Tenancy.
14. The Landlord will give the Tenant twenty-four hours' notice of his or his agent's intention to enter the Premises to inspect or carry out work unless an urgent inspection or urgent repairs are required. Once notice has taken effect the Landlord may carry out an inspection

Contract page 16 of 18

Text copyright © 2005-20 by the Landlord, as above

Contract 2021-22.docx

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL
of the communal areas and in any room for which notice has been given except that in an emergency the Landlord and their agents may have access to any room without notice.

Particular Conditions for Connection to the Internet

15. The Tenant acknowledges that any Internet service is provided to the Premises on a shared basis and that these special conditions must be observed. The Tenant must provide his own computer(s).
16. The connection is supplied on a 'reasonable endeavours' basis and the Landlord does not accept any responsibility for periods of unavailability, reduced performance or similar, whether or not this is caused by the Landlord, his equipment or 'upstream' providers the service. The Landlord is not responsible for any problems created by other Tenants or Occupants. (Occupants are reminded that the Landlord is not responsible for any losses caused by unavailability of the Service. Therefore, if a matter requires access to the internet, they are advised to accomplish it well in advance of any deadline.)
17. It is mutually noted that the Internet is well known to be an area with various dangers including specifically: viruses; information theft; offensive / pornographic content; undesirable chat-rooms; piracy; and various fraudulent, illegal and immoral propositions for the unwary. The Landlord does not accept responsibility for the Tenant, his finances, or his equipment being in any way damaged through the use of the Landlord's connection.
18. The Tenant agrees to keep within the laws of the UK and within the requirements published by the major Internet providers in the UK and not to engage in any commercial or non-private use whatsoever.
19. Unless specifically authorised and requested to do so by the Landlord the Tenant must leave undisturbed all the 'Boxes' (switches, routers, hubs, antennae, modems and filters etc.) and (except for the purpose of re-booting) ensure that they are permanently connected to mains electricity and any relevant phone line. (Disturbance could affect the Internet connection of other users or other houses nearby.) The Occupants must not attempt to log into these Boxes.

Utilities and other relevant suppliers

20. It is agreed that the Landlord will manage, on behalf of the Occupants, the utilities including water & sewerage, gas & electricity, internet & TV licence.
21. The Tenant should note that excesses beyond the fair usage allowance will be deducted from the Tenancy Deposit at the end of the Tenancy. Any excess over the fair usage allowance will be charged at the rate from the utilities/service provider. These excesses will result in deductions from the Tenancy Deposit at the end of the Tenancy as a group charge.
22. Council tax payments are waived for full time students, however, the Occupants need to satisfy the council of their student status so as to avoid any court action for non-payment. All liability for council tax remains with Occupants until the Termination Date.
23. For those houses that have solar panels: The total cost of electricity consumed at the Premises by the Tenant will not be reduced by Feed In Tariff (FIT) credits if any applies. (FIT is payable to the Landlord or his assignee.) Similarly, solar electricity used by the Tenant (Generation meter less Export meter evidences this) will be reckoned at the same price, p/KWh, as if it had been bought from the National Grid.

MEMORANDUM OF AGREEMENT - ASSURED SHORTHOLD TENANCY

Address of Property: 11 Stanbury Avenue, Fishponds, Bristol BS16 5AL

I confirm that prior to contract signing, I have received the following documents:

Gas certificate,

Electrical certificate,

Energy Performance Certificate (EPC)

The government's How to Rent Guide.

Deposit Protection explanation and confirmation as to where (to whom) the certificate will be emailed by the Landlord, after it is issued.

Agreed and signed by the within named Occupants, being jointly and severally the TENANT:

| Signature | Date |
|-----------|------|
| | |
| | |
| | |
| | |
| | |
| | |

Agreed and signed by the authorised representative of the within named LANDLORD:

| Name of Landlord's Signatory | Signature | Date |
|------------------------------|-----------|------|
| | | |