



Abode

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. WITH THE EXCEPTION OF THE FOLLOWING CLAUSE This agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
 - Current legislation allows for this contract to be cancelled within the first 14 days after signing under the date given on the second page of this contract as part of a cooling off period.
 - Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
 - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
 - Unless expressly stated otherwise, any reference in this tenancy agreement to 'in writing' also includes 'by email' but excludes instant messaging services. Any emails should be addressed to info@abodeleeds.co.uk
1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
 2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
 3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
 4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
 5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
 6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
 7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.



Leeds Student Properties Limited
t/a Abode (Leeds)
39a Queens Road, Leeds LS6 1NY

Registered Company Number 11862445
VAT Registered Number 327 5725 87

Tel: 0113 274 8142
Email: info@AbodeLeeds.co.uk
Web: www.AbodeLeeds.co.uk

With over 100 years of experience in Letting in Leeds, Abode is the right place for everyone to find their next year's accommodation.

We have everything from 14-bed party-friendly Mansions in central Hyde Park to comfortably compact studios just off the Uni Campus.

Visit our website to see our Virtual Tours, or come in speak about no-limits bills inclusive rents.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date	6th November 2023
Landlord(s) (see app 1)	Princess Peach of Buckingham Palace, London, WC1A 1AB
Landlord's Agent	Leeds Student Properties Ltd t/a Abode, 39a Queens Road, Leeds, LS6 1NY

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) (see app 2(i))	Mario, Luigi, Bowser, Toad and Koopa Trooper
Lead Tenant (see app 2(ii))	Mario (Nominated and agreed by all the tenants)
Property	The dwelling known as 10 Downing Street, London, WC1A 1AA
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other defined effects. (see app 3)
Term	For the term of noon 1st July 2024 till noon 30th June 2025
Rent (see app 4)	£24,000.00 for the above defined period.
Payment	in advance by equal payments at the beginning of every calendar quarter (see app 5)
Deposit (see app 6)	£2,000.00

- 1 The Landlord lets the Property to the Tenant for the term at the Rent payable as set out above.
- 2 This Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer as assured shorthold tenancy.
- 3 If the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.
- 4 The deposit shall be security for the Landlord for (see app 6) -
 - (a) Any rent or other sum which may become payable to the Landlord hereunder
 - (b) The due performance of the Tenant's agreements hereunder
 - (c) Any expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord
 - (d) The deposit shall be security of the Landlord for the due performance of the Tenant's agreements and obligations hereunder and is returnable after the expiry of the contract, only after the nature and amount of any deductions have been fully determined by the Landlord.
 - (e) The deposit shall be provided for within a tenancy deposit protection scheme as per section 213 of the Housing Act 2004 and relevant statutory instruments relating thereof.
- 5. The Tenant agrees with the Landlord -**
 - (a) To pay the Rent as set out above.
 - (b) (i) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act.

(ii) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property.

(c) Unless expressly agreed otherwise, to pay for all gas, electricity, water and sewerage services, and telephone, internet and TV services supplied to the Property during the tenancy, including any taxes, rental costs or service charges (unless let in part or full under an 'bills inclusive' package, in which case Abode will be responsible for necessary payments). Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause including standing charges or similar charges and VAT as well as charges for actual consumption.

(d) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the property into better repair than it was in at the beginning of the tenancy.

(e) To allow the Landlord or the Landlord's agent to enter the Property at reasonable times of the day to inspect its condition and state of repair and conduct any repairs accordingly.

(f) To use the Property as a private-dwelling-house only. This means the Tenant must not carry any profession, trade or business at the Property and must not allow anyone else to do so.

(g) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire.

(h) Not to do or allow anyone else to do anything on the Property which may be nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises.

(i) Not to sublet the Property in part or whole. (see app 7)

(j) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord. (see app 8)

(k) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement.

(l) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the furniture and effects at the end of the tenancy where they were at the beginning.

(m) At any reasonable times during the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants. (see app 9)

(n) On the day of expiry of this contract, the Tenant agrees to handover vacant possession of the property to the Landlord (or his agent), including all sets of keys, by 12 noon.

(o) It is the Tenant's exclusive responsibility to ensure that the contract for the supply of gas or electricity or any other service to the property are entered into with the concerned supplying authority in advance so that the supply of these is ensured at the beginning of the tenancy.

(p) To check the Landlord's photographic inventory to ensure the accuracy thereof within 7 calendar days of the inventory being recorded (typically within four days of the tenancy commencement date). In default the Landlord's photographic inventory will be deemed to be accurate. A copy of this inventory is available upon request. We recommend that the Tenant records their own photographic inventory. The Tenant's photographic inventory should be submitted to the Landlord or their Agent within 7 calendar days of the tenancy commencement date. The Landlord and their Agent shall have the right within 7 calendar days of receipt of the Tenant's inventory to enter upon the Premises for the purpose of verification or rectification. (see app 3)

6. If the Tenant -

(a) Is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

(b) Has broken any of the terms of this Agreement then subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good. Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977).

7. The Landlord agrees with the Tenant -

(a) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:

(i) this clause does not limit any of the rights under this Agreement which Tenant has agreed to allow the Landlord to exercise;

(ii) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement.

(b) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

(c) To provide, in addition to any other defined effects, the following basic furnishings -

(i) In each bedroom: a bed, mattress, desk, desk chair, wardrobe and chest of draws. (Please note that a combined wardrobe and draws unit may be provided instead of separate units).

(ii) In the living area: a coffee table and sofas with enough seating to accommodate everyone named as Tenant.

(iii) In the kitchen: cooking equipment (oven and hobs), fridge and freezers to accommodate the number of people named as Tenant (subject to space limitations). (Please note that, unless expressly stated otherwise, the Landlord will not provide a toaster, kettle or microwave).

(iv) A vacuum cleaner. (Please note that, unless expressly stated otherwise, the Landlord will not provide: a mop, mop bucket, iron, ironing board, kitchen, bedroom or bathroom bins, or any other cleaning equipment.

(Note: The Landlord is not required to provide matching furniture throughout the property.)

8. Special Tenancy Conditions -

(a) The responsibility for payment of total rent lies jointly and severally with all persons named as the Tenant. (see app 2)

(b) Unless expressly agreed otherwise, cheques are not an acceptable form of payment.

(c) The Tenant will inform the Landlord, in accordance with subsection (e), if there are vermin or pests in the property or if any repairs to the property or the fixtures and fittings are required.

(d) The Landlord undertakes to keep in repair the structure and exterior of the property including gutters and external pipes and keep in repair and proper working order installation for the supply of water, gas, electricity and for space heating and heating water. However, the Landlord is not obliged to repair until the Tenant has given notice of the defect in accordance with subsection (e). (see app 11)

(e) Except in cases of emergency, the Tenant agrees to notify the Landlord of any works in writing. Where assistance has been provided in person or by telephone, the Tenant agrees to confirm any maintenance or other agreements in writing to the Landlord. In an emergency, please follow any express instructions given by the Landlord or alternatively, you can contact Abode on 0113 274 8142. If calling outside of office hours, please follow the instructions on the answering machine.

(f) The Tenant is obliged to take proper care of the Property and to carry out common domestic tasks which a reasonable tenant would do, for example, bleeding radiators, resetting electrical trip-switches, resetting or re-pressuring boilers, or changing light bulbs (unless the bulbs are prohibitively expensive - greater than £10 per bulb, beyond safe reach, or where it would be unreasonable to expect replacement on the part of the Tenant).

(g) The Tenant agrees to cooperate with the Landlord in all efforts and course of actions required to control any pest infestation. The Tenant's full cooperation shall include, but is not limited to, immediately reporting any pest infestation, including that of bedbugs, to the Landlord, and permitting entry to the Property for any inspections, pre-treatment, treatment and post-treatment necessary to eliminate any pests.

(h) The Tenant agrees to permit the Landlord to carry out any works of repairs, improvements etc. to the property that may be necessary or that may be ordered by the Local Authority during the tenancy, giving appropriate notice.

(i) The Tenant will ensure that the property will be safeguarded against any frozen pipes during a period of prolonged property vacancy. (see app 10)

(j) The Tenant agrees to keep the cellar clean at all times and not to store any rubbish therein.

(k) Sanitary and bath conveniences are checked and tested to be free of any blockages at the beginning of the tenancy, therefore, any blockages caused during the tenancy will be deemed the Tenant's responsibility and consequently the Tenant will have to pay for the cost of having the blockage cleared. We recommend that Tenants conduct their own checks at the beginning of the tenancy.

(l) All the mains services are connected to the property. However, it is the responsibility of the Tenant to ensure that any service disconnected due to the default of a previous Tenant is reconnected in their name. The Landlord does not accept any liability for disconnection of any service to the property at any time.

(m) The Landlord shall not be responsible for breakage of any glass unless it can be proved that the damage was caused maliciously by producing a crime number for the crime.

(n) The Landlord does not accept any liability for any loss or damage to food in a fridge or freezer due to breakdown of, or loss of power to, the appliance.

(o) The Landlord shall not be responsible for any damages or loss to any belongings of the Tenant.

(p) The Tenant will keep the property in a clean and tidy condition at all times. This includes cleaning of windows, both internally as well as externally.

(q) If in the Landlord's opinion the state of cleanliness or general condition of the Premises at any time during the tenure of the tenancy would jeopardize the future letting of the property the Landlord shall have the same brought up to normal cleaning standards and recover the cost thereof from the Tenant.

(r) In the event of a break-in, if it is concluded that the property was left unlocked due to the Tenant's negligence, including leaving a security gate unlocked, the Tenant will be liable for any damages to the Property.

(s) The Tenant will not fit or change, any internal or external lock in the property.

(t) The Tenant will not tamper or interfere with, or make alterations or additions to the electrical, gas, plumbing or heating systems meters or installations in the property.

(u) The Tenant will not keep any animals in the property.

(v) The tenant will maintain the garden and yards in a clean and tidy condition, including cutting of grass and shaping of hedges, but not to lop, cut down or damage any trees. Any breach of this condition will entitle the Landlord to carry out the necessary works and recover the cost thereof from the Tenant.

(w) The Tenant agrees to provide and use good quality mattress protectors on any mattress provided by the Landlord in order to protect against damage and stains.

(x) Unless expressly agreed otherwise in writing, if the Tenant leaves belongings within the Property after the date and time of expiry of the tenancy agreement it will be deemed abandoned property.

(y) This contract does not assign any parking space (in any secure car park, cul-de-sac, driveway or anywhere else) unless explicitly identified otherwise.

(z) The tenants will not allow any cooking inside the house to be carried out in any area other than the designated kitchen areas. (See app 11)

9. DEFINITIONS

- (1) "The Landlord" includes the successors to the original landlord
- (2) "The Tenant" includes the successors to the original tenant
- (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects
- (4) All figures are inclusive of VAT and any other taxes where applicable

10. NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

Leeds Student Properties Ltd, t/a Abode, 39a Queens Road, Leeds LS6 1NY

(This notice is given under section 48 of the Landlord and Tenant Act 1987)

11. COMPLAINTS

In the unlikely event you have a complaint please put your complaint in writing to info@abodeleeds.co.uk.

It is in our interest to resolve all matters as soon as they hit our inbox but sometimes, if the matter is complex, or if it's a busy time of year, please request a time scale for the reply of your matter.

Where we respond to your complaint and you feel that the matter has not been resolved we request that you raise your complaint to the same email address but for the attention of "THE MANAGER". Again, where timing is of concern please request a timescale for the reply from the manager reviewing your complaint.

12. THE PROPERTY OMBUDSMAN

We are proud members of The Property Ombudsman. They can be found at the website www.tpos.co.uk and are there to provide FREE, IMPARTIAL and INDEPENDANT services for the resolution of unresolved disputes between consumers and property agents.

If you feel that your complaint was not handled sufficiently by our internal complaints procedure, then please visit their website and review their guidance and information.

13. Schedule of Charges - The Tenant agrees to the following charges:

Holding Deposit (per tenancy)	One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
Security Deposit (per tenancy. Rent under £50,000/year)	Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Security Deposit (per tenancy. Rent of £50,000 or over /year)	Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Unpaid Rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
Lost Key(s) or other Security Device(s)	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).
Variation of Contract (Tenant's Request)	£50 (inc VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
Change of Sharer (Tenant's Request)	£50 (inc VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
Early Termination (Tenant's Request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

AS WITNESS, the parties on the date specified above

SIGNED (by the Landlord or the Landlord's agent)

SIGNED below (by the Tenant(s))

Mario, Luigi, Bowser, Toad and Koopa Trooper

NOTES FOR ALL PARTIES

This appendix to the tenancy agreement aims to provide a simple explanations to the more detailed parts of the tenancy agreement and answer some of the more frequently asked questions.

1. The tenancy agreement is an agreement between the landlord and the tenants. Abode and its successors, contractors and staff are there to facilitate your tenancy, by bringing the tenants and the landlord together, drafting and executing the contract and collecting the rent. We will also administer inventory and maintenance matters because that is what we have been paid to do by the landlord. However, it is worth bearing in mind that ultimately the contract is between the tenant and the landlord.

2(i). The tenants are Joint tenants - that they share in the relationship between the landlord and the tenants. If one tenant does not pay their rent then they are all equally liable - careful who you share a tenancy with!

2(ii). The Lead Tenant is the "go-to guy" in the group - rather than emailing, writing or calling all tenants to inform them of something, Abode will only communicate with the Lead Tenant (unless exceptional circumstances mean that it would be inappropriate to communicate with that person, in which case we will all move forward in the next most appropriate manner). The Lead Tenant cannot change (again, unless exceptional circumstances dictate otherwise), so choose wisely! The main job of the Lead Tenant is to facilitate the distribution of the deposit when it is returned from the DPS.

3. We normally take a photographic inventory shortly after the tenancy agreement begins, typically on the date it commences. We do this as it more accurately reflects the condition and contents of the Premises than a written inventory. Please ensure that you request a copy of these images in line with the tenancy agreement.

4. Some people will be using our 'bills inclusive' service. Please bear in mind that the 'bills inclusive' service is a service for the payment of utility and media bills on your behalf and that we are not the company providing the service itself. Where a particular company has a fault in the provision of its service (including Wi-Fi provision), or delay in its installation, Abode cannot be held liable.

5. The payment of the rent is to be made quarterly or as agreed with the Landlord. Cheques are not an acceptable form of payment - they have an unfortunately high tendency to bounce.

6. The deposit will be transferred to the relevant authority's custody upon completion of payment of the whole deposit. It is better for the tenants that their deposit is paid for promptly and therefore their rights can be maximized. The deposit will be used for anything that is left unpaid by the end of the tenancy; this can include (but is not restricted to) rent, damages, admin costs, and the loss of keys. Please refer to the Unipol guide to deposit deductions which we use as a guide to the billing of tenants upon vacation of a property, regardless of payment of a deposit www.unipol.org.uk/Leeds/IFS/Deposits

7. Should any tenant need to drop out of the tenancy, whether due to illness, failure of exams, or change of work or university - the tenant's place will need to be assigned. This means the name on the contract will need to be changed, with the consent of the other parties, with another person's name. Tenants are not allowed to sublet the property, meaning you cannot create another contract between yourselves and a new tenant. The amendment of the contract will incur a contract amendment fee. Rent will be due on a pro-rata basis. The deposit may need to be released and re-protected under the new tenancy names.

8. The Party Wall Act is a piece of legislation that governs the maintenance, notices and behaviour around a wall that divides one property from another. It is of particular importance to terraced housing - which is a common housing type in LS6. Notices given under the Party Wall Act need to be replied to promptly otherwise the law deems there to be a dispute between the two owners of the property. If it is found that the tenants negligently did not inform the landlord or Abode in a prompt manner then the tenants may become liable for the ensuing legal costs.

9. We shall endeavour to inform you of a viewing the day before the viewing is due to take place. We may contact you via telephone, text message, instant messaging or email. Typically, we will contact the person named as lead tenant, although if unsuccessful we may contact another person named as Tenant. Please turn your mobile phones on at least once a day so that you may receive this message. Please keep any change of mobile phone number updated with Abode during your tenancy so that we can always contact you.

10. This may involve keeping the heating on over the festive season for an hour each day. This should prevent the pipes from freezing in the cold weather, thawing when it warms up and leaking. An hour may not be sufficient, please check the weather forecast before you leave the property for any significant period of time.

11. This clause has been added to explicitly prevent people from [attempting] to cook in their bedrooms. Cooking in bedrooms usually invalidates a landlord's building insurance. Consequently, if something terrible were to happen the tenant would become liable for the cost of repairs.

Supplementary Agreements

Tenancy Requirements

By signing the above tenancy agreement for the property at:

10 Downing Street, London, WC1A 1AA

I/We do hereby agree and declare to fulfil the following obligations and before the keys of the Premises are released to me/any of us:

1. All parties will have signed the tenancy agreement in full, filled in full application forms and provided adequate identification to the satisfaction of the landlord.

2. The Deposit will immediately have been paid in full.

3. All Guarantor Agreements will be duly signed by each tenant's respective guarantor and all Guarantor's Identity verification documents are received at Abode within 1 week of signing the tenancy contract or prior to the starting date of the contract (which ever is earliest)

and/or

4. All Work Reference Letters, stating your status, term and salary are received at Abode within 1 weeks of signing the tenancy contract or prior to the starting date of the contract (which ever is earliest)

Pledged works

At Abode we operate a fair and transparent pledge list policy. A pledge list is a document that outlines works that the Landlord promises will be done to the property within a specified time frame.

If anything has been said to you during your viewing by a member of staff, a pledge list is the opportunity for you to ensure that it is recorded in writing.

These tenancy documents constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

By signing this document you are acknowledging the existence of our pledge list policy and acknowledge that unless works are expressly provided for in the pledge list, they do not constitute part of this agreement.

Supplementary Agreements (cont.)

Moving in

Please note that even though we continually make every effort for our properties to be ready for the arrival of new tenants, it is not always feasible for us to do this. Previous tenants may not adhere to their contractual obligations and may leave a property untidy, unclean and/or with unreported maintenance problems. Further, if a property has been under the control of another agent during the previous tenancy, we are not able to carry out move-out inspections until the previous tenants have vacated the property. Therefore, whilst we endeavour to carry out preliminary inspections before new tenants move into a property, it is not always possible to do so. We therefore ask tenants for their cooperation during the move-in process.

Please ensure you carry out a thorough inspection of your property on the 1st July 2024 and inform the Landlord or Abode in writing within two days of any works or cleaning that are required. If the Landlord or Abode does not receive written notice from the Tenant, the Landlord will assume the Property is in a satisfactory condition in all respects.

Any cleaning reported after this two-day period will be the responsibility of the Tenant, unless the Landlord, at their sole discretion, agrees to carry out the cleaning.

Therefore, it is very important that those named as the Tenant ensure that whoever receives the keys on the 1st July 2024 conducts a thorough inspection throughout the entire property, including inspecting all bedrooms, communal areas, appliances and drains.

Under normal circumstances it will take up to a maximum of four weeks to complete any notified works. However, please note that in exceptional circumstances, where any major works, for example repairs to the roof or replacement of window units, become apparent it may take up to eight weeks for those works to be completed.

The Tenant is also required to return the key inventory to the Landlord within the above specified two-day period to ensure an accurate written record is kept of what keys have been provided to the Tenant.

Please note, as per the Tenancy Agreement, the Landlord will conduct their own inspection of the property and a full photographic inventory will be taken.

Please note the Tenant will be held to the standard of the Property after any remediation works are carried out by the Landlord, subject to reasonable wear and tear.

By signing this document, I/we, the following tenant/s for the property 10 Downing Street, London, WC1A 1AA, confirm that we have read the above agreement and understand our obligations when moving into the Property, in addition to any other obligations specified in the tenancy documents.

Notification to external agencies

The Tenant consents to the Landlord providing the local authority with the following information: **Name, University, Student ID Number, Mobile phone number and/or Email Address** of those named as Tenant for the purpose of council tax calculations. (Please note, the Tenant is responsible for notifying the local authority of the Tenant's status in regard to council tax).

The Tenant consents to the Landlord sharing the personal information of those named as Tenant with utility providers or commercially operated utility comparison websites as sufficient for the purpose of setting up utilities at the property or for notifying utility providers or commercially operated utility comparison websites who are responsible for the payment of bills for the tenancy period.

By signing this document, we named as Tenant consent to the Landlord and/or Abode notifying relevant external agencies in regard to a change in property circumstance. These agencies may from time-to-time change depending on the relevant agency authority.

Abode Rent Payment Schedule

The following calculations are based on dividing the total rent equally between those named as Tenant. Please note, that the total amount remains joint and severally liable between those named as Tenant.

10 Downing Street, London, WC1A 1AA

1st July 2024 to 30th June 2025

Total tenancy rent: £24,000.00

The deposit per person (which needs to be paid immediately is: £ 400.00

The rent is expected to be paid quarterly on the following dates:

20th June 2024, 20th September 2024, 20th December 2024 and 20th March 2025

Each person should pay a quarterly rent of £1,200.00

Payments will have to be made to the following account details. You will either have to set up a standing order, or save the details into your online banking and make payments as and when necessary.

Name of Bank: Barclays
Name of Account: Leeds Student Properties t/a Abode
Account Number: 8377 7308
Sort Code: 20-26-08
Reference: 10DS

For those needing the details to make international payments:

IBAN GB81 BUKB 20260883777308
Swift BIC BUK BG B22

You will need to pay your deposit of £400 immediately.

If you are unsure of your deposit amount please email info@abodeleeds.co.uk

A TENANT'S GUIDE TO THE DPS

Your landlord/letting agent's responsibilities

If you are renting a property, then you probably will have been asked to pay a tenancy deposit. In April 2007 it became law that all assured shorthold tenancy deposits received by landlords and letting agents are required to be protected in a Government-authorized tenancy deposit protection scheme. The Deposit Protection Service (The DPS) is the only custodial scheme authorized by the Government. We require that the money you paid to your landlord/letting agent is physically paid over to us to safeguard for the duration of the tenancy. The deposit will be repaid at the end of the tenancy when both parties have reached agreement on its distribution.

How does The DPS work?

You pay your deposit to your landlord/letting agent. Your landlord/letting agent must pay the deposit over to The DPS within 14 days of receiving it and provide us with the tenancy details and your contact details. They also have a legal requirement to provide you with certain information about the tenancy - full details can be found on our website. Supplying your mobile phone number and/or email address to your landlord/letting agent is essential. On receipt of the deposit, we will contact you and your landlord/letting agent to confirm that your deposit is protected. You will also be issued with your unique Repayment ID number. This is five digits long and must be kept somewhere safe as you will need this to request repayment of your deposit from us at the end of your tenancy

Your responsibilities: updating your details

Your landlord or letting agent will register your details with us, so make sure they have your up-to-date details, most importantly your mobile phone number and/or email address. If you change your mobile phone number or email address during your tenancy, please make sure you contact The DPS to update us with this information. It is your responsibility to do so and will enable us to make the deposit repayment process as efficient as possible. In addition when you move out please ensure that The DPS has your new forwarding address. It is important that you update the system with this address as your landlord/agent cannot do it for you.

You can update your contact details in one of four ways:

Online: By logging onto your account at www.depositprotection.com

In writing: The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS99 6AA

Via an online form: connected to our Virtual Customer Service Agent/FAQs at www.depositprotection.com/help

BY TELEPHONE - 0330 303 0030

Landlords and Tenants: the repayment process

At the end of your tenancy, you and your landlord/letting agent need to agree who is entitled to the deposit. Once this has been decided, you can let us know.

We need to hear from both you and your landlord/letting agent before we will make any repayment. You must fill out a Joint Deposit Repayment form, either online or using the paper form, providing us with your unique Repayment ID number.

Helpful hint - Remember that everything can be done online. This helps to make the repayment process as quick and easy as possible. Once an online account is set up both parties can:

> Update their own contact details > Submit a Joint Deposit Repayment form > Consent to use the ADR service.

What happens if we can't agree on how the deposit is repaid?

The DPS run an independent Alternative Dispute Resolution (ADR) service which aims to resolve any dispute quickly and without the need for court action. It is an evidence-based adjudication service, but requires the consent of both parties.

For more information visit www.depositprotection.com