

STUDENT DIGS: EXAMPLE TENANCY AGREEMENT

The below agreement applies to properties where there is joint tenancy and a bills package has been included in the rent up to an agreed cap.

For rooms, bills excluded and bills unlimited tenancies a separate variation of the agreement will apply.

Some properties and landlords are subject to a variation of these terms.

Please contact us for if you would like to see a draft agreement before reserving a particular property.

EXAMPLE AGREEMENT



ASSURED PERIODIC TENANCY AGREEMENT

For a furnished dwelling house.

Subject to vacant possession.

Within the meaning of the Housing Act 1988
as amended by the Renters' Rights Act 2025.

Example: 123 University Road, Leicester, LE1 6YF

The Particulars

This agreement is dated:

(Agreement to be dated when all parties have signed)

Landlord

Full Name: Landlord.Name
Address: 63 Regent Road, Leicester, LE1 6YF

Agent

Full Name: My Student Digs Limited
Address: 63 Regent Road, Leicester, LE1 6YF
Email: studentdigs@mail.studentdigs.uk

Tenant (See Note)

Tenant 1
Tenant 2
Tenant 3
Tenant 4

And Guarantor

Guarantor 1
Guarantor 2
Guarantor 3
Guarantor 4

Note: All Tenants are collectively referred to as "**the Tenant**" throughout this Agreement; singular and plural references are interchangeable. Unless agreed otherwise, the first named Tenant is the "**Lead Tenant**" for deposit protection and dispute purposes.

The **Maximum Number** of people permitted to occupy the Property is: [[NumberOfBeds]]. Occupation is limited to the Tenant(s) named in this agreement. No other person may live at the Property without the Landlord's prior written consent.

Property

123 University Road, Leicester, LE1 6YF
Together with the Contents as specified in the Inventory.

Term

A tenancy commencing on 01 July 202X at 12:00 midday. The tenancy will continue periodically until the Tenant or Landlord provide notice to end the agreement in line with the Termination section of this agreement.

Rent

The rent is £XXXX.XX per calendar month. Rent is due on the 1st of each month and is payable by direct debit.

Security Deposit

The Tenant agrees to pay a **Security Deposit** of £XXX.XX to be held under the terms of an authorised Tenancy Deposit Scheme (as per Clause 6 and Attachment 2).

Payment Schedule

Initial Payments

The initial payments are due as set out below. The holding deposit of £99.00 per person, paid on application, is credited towards rent upon signing.

What	Total	Per Person	Due Date
Security Deposit	£XXX.XX	£350.00	01 May 202X
First month rent	£XXXX.XX	£XXX.XX	01 May 202X
Less Holding Deposit	-£XXX.XX	- £99.00	Already Paid
Total	£XXX.XX	£XXX.XX	01 May 202X

Ongoing Payments

What	Total	Per Person	Due Date
Monthly Rent	£XXXX.XX	£XXX.XX	01 Every Month

Voluntary early payments

Should the Tenant wish, at their own initiative, they may voluntarily pay rent for future rent periods upon receipt of their student loan. Any such payment will be held in the Agent's dedicated client deposits account and treated as rent credit and set off against rent as it falls due. The Landlord does not require early payment and this tenancy is not conditional upon it. Any rent credit relating to a period after the tenancy ends will be refunded.

Payment Method

Rent is to be paid by Direct Debit. Upon signing this agreement, the Tenant agrees to set up a Direct Debit for payment of the Rent with the Agent or Landlord's provider.

Utilities and Charges for Services (Subject to Clause 7)

Water charges:	Included in the rent
Gas (if applicable):	Included in the rent
Electricity:	Included in the rent
Broadband:	Included in the rent

Council Tax

Exempt where all occupiers are eligible full-time students and the relevant evidence is supplied. Otherwise payable by the Tenant.

Maintenance

All maintenance requests must be made as soon as is reasonably practicable in writing to The Agent using the online reporting form on this link: <https://studentdigs.uk/maintenance/>

Student Test and Prior Notice

By signing this agreement, The Tenant confirm that all tenants under this agreement are currently full-time students on a recognised course of study in England or Wales or will become so during the tenancy. This is the "student test" and it is a strict requirement of the granting of this tenancy that each tenant satisfies the test.

Ground 4A student HMO notice: This notice is given to the Tenant before entry into this tenancy. The Landlord notifies the Tenant that the Property is a house in multiple occupation let wholly to full time students and that the Landlord wishes to be able to seek possession in reliance on Ground 4A of Schedule 2 to the Housing Act 1988, in order to let the Property to another group of full time students for the next academic year. Any notice seeking possession, including any Section 8 notice or equivalent, shall comply with the notice periods, grounds for possession, and procedures established by the Renters' Rights Act 2025.

1 Interpretation

- 1.1 **Contents:** the furniture, furnishings, large appliances, and any other items set out in the Inventory.
- 1.2 **Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
- 1.3 **Tenancy:** the tenancy created by this agreement, continuing periodically until ended in accordance with this agreement or by law.
- 1.4 **Security Deposit:** [[Deposit]].
- 1.5 **Tenancy Deposit Scheme:** as defined in section 212(2) of the Housing Act 2004.

2 Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

- 2.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.
- 2.2 The Tenants will be jointly and severally liable for the Tenant's Obligations contained within this Agreement. Joint and several means that jointly the Tenants are each liable for all sums due under this Agreement and not just a proportionate part. This includes the payment of the Rent and liabilities falling upon the Tenant during the Tenancy or any extension of it. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant, or group of Tenants may be pursued.
- 2.3 In the event of a default by the Tenant of any of their obligations or responsibilities under the Agreement, the Guarantor shall become liable to remedy said default. In the event of multiple Guarantors, each shall be jointly and severally liable.

Rent and Charges

- 2.4 Before keys to the Property are released to the Tenant:
 - 2.4.1 To pay the Security Deposit;
 - 2.4.2 To pay the first instalment of the Rent and Deposit as specified in The Particulars; and
 - 2.4.3 To set up a Direct Debit for payment of the Rent with the Agent's provider.
- 2.5 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 2.6 To pay the outgoings which are the responsibility of the Tenants as set out in this agreement.
- 2.7 Any rent increase shall comply with the notice periods and procedural requirements of the Renters' Rights Act 2025 and, where applicable, the Housing Act 1988 as amended. A rent increase cannot take effect in the first 12 months from the Tenancy Start Date and cannot take effect more than once in any subsequent 12 month period. The notice will give at least two months' notice of the proposed increase.
- 2.8 To pay to the Landlord or Agent all reasonable costs, losses, fees, damages and expenses incurred on an indemnity basis in:
 - 2.8.1 The cost of repairing, decorating, or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted);
 - 2.8.2 The cost of removal and disposal, if necessary, of any rubbish or any other items left at or outside the Property by the Tenant;
 - 2.8.3 The recovery from the Tenant of any rent or any Rent or other money which is in arrears;
 - 2.8.4 The enforcement of any of the provisions of this Agreement including the service of any notice relating to the breach of you or your obligations under this agreement whether or not the same shall result in court proceedings;
 - 2.8.5 The policy excess incurred as a result of a claim on the Landlord's insurance, attributable to the Tenant's action;
 - 2.8.6 Any other monies owed by the Tenant to the Landlord or the Agent;

- 2.8.7 Compensation for the breach of any terms of this agreement;
 - 2.8.8 Charges for replacement keys or change of locks as incurred by the Landlord. Should a lost key(s) present a risk to the security of the Property then the Tenant agree to pay for the cost of changing locks;
 - 2.8.9 The cost of any charges incurred by the Landlord for maintenance or emergency callouts requested by the Tenant which would be considered Tenant-like Behaviour, are reasonably unnecessary or a consequence of the Tenant's actions;
 - 2.8.10 A charge may apply for any amendments to this agreement which are requested by the Tenant and if agreed by the Agent and Landlord;
 - 2.8.11 Any unpaid accounts for utilities, council tax, water charges, or environmental services for which the Tenant is responsible.
- 2.9 No charge or fee will be payable by the Tenant except where permitted by law, including the Tenant Fees Act 2019 and any applicable housing legislation. Any clause purporting to require payment of a prohibited fee or charge shall be void.

Use of the Property

- 2.10 To occupy the Property as the Tenant's principal home notwithstanding that the Tenant may have another home outside of university term time.
- 2.11 To behave in a tenant-like manner.
- 2.12 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by anyone other than the Tenant(s) named in this agreement, without the express written permission of the Landlord, which will not be unreasonably withheld.
- 2.13 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant.
- 2.14 Not use or suffer the Property to be used for any illegal or immoral purpose. Unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause.
- 2.15 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining Property.
- 2.16 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 2.17 Not to change the supplier of the Utilities and Services without the express written permission of the Landlord.
- 2.18 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property.
- 2.19 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 2.20 Not to bring into the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 2.21 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 2.22 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property.
- 2.23 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 2.24 Not to install, take into, use, or keep in, the Property any of the following without the express written permission of the Landlord (which will not be unreasonably withheld):

- 2.24.1 Electric heater or heater that requires paraffin or other gaseous fuel.
 - 2.24.2 Wax candles that burn or like object.
 - 2.24.3 Motor bikes, scooters or like object.
 - 2.24.4 Electric bikes, electric scooters or like object.
- 2.25 Not to install any form of door or window lock in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.26 Not to block or cause any blockage to the drains and pipes, gutters, and channels in or about the Property.
- 2.27 Not to erect external aerials or satellite dishes.
- 2.28 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 2.29 It is the Tenant's responsibility to pay and arrange for the removal of all vermin, pests, and insects, if infestation begins during the Tenancy, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 2.30 To take all reasonable precautions to prevent condensation and mould growth by keeping the Property adequately ventilated and heated and to follow any reasonable instructions provided by the Agent or Landlord.
- 2.31 To use a mattress protector on any mattresses provided by the Landlord.
- 2.32 To take reasonable care of the Property.

Leaving the Property Empty

- 2.33 To advise the Landlord, by giving reasonable written notice, if the Tenant intends to be absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days, the Tenant may agree that the Landlord or Agent should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

Condition of the Property

- 2.34 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system or decorate or change the style or colour of the decoration without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.35 To keep the Property and the Contents in the same condition, cleanliness, repair, and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 2.36 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.37 To clean the windows of the Property, (where access is safe,) as often as necessary.
- 2.38 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 2.39 To keep the garden in the same character; weed-free and in good order and to cut the grass at reasonable intervals during the growing season.
- 2.40 To notify the Landlord or Agent, in writing, as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention and provide photos as requested by the Landlord or Agent.
- 2.41 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 2.42 To replace any light bulbs, fluorescent tubes, fuses, or batteries, promptly and when necessary.

Waste and Refuse

- 2.43 To keep the Property exterior clean and free from rubbish at all times.
- 2.44 To place all refuse containers and recycling bags in the allocated pavement space for collection on the day for collection only, and to remove all refuse containers after collection.
- 2.45 Except on the day of collection, to ensure that all refuse containers and bags are stored in the allocated space on the Property at all times.
- 2.46 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.
- 2.47 All properties are provided with refuse containers in accordance with the local authority's waste collection policy. If there is excess rubbish, either during or at the end of the Tenancy, it is the Tenants' responsibility to arrange for the excess rubbish to be disposed of correctly and having regard to any service for such disposal provided by the local authority.

Letters and Notices

- 2.48 To forward any notice order or proposal affecting the Property or its boundaries to the Landlord within a reasonable time of receipt of any notice, order or proposal.
- 2.49 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

Access to the Property

- 2.50 To permit the Landlord or the Agent or other persons authorised by them: at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):
 - 2.50.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.
 - 2.50.2 To enter and view the Property with prospective occupiers as required during the tenancy.

Keys and Alarm Codes

- 2.51 The Tenant agrees that the Landlord and/or Agent shall hold a set of keys and that the Tenant shall not install or change any door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.52 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

Tenant's Possessions

- 2.53 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

At the end of the Tenancy

- 2.54 At the end of the Tenancy the Tenant agrees to:
 - 2.54.1 Give up the Property with vacant possession.
 - 2.54.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
 - 2.54.3 Leave the Landlord's Contents and Furniture in the respective positions that they occupied at the commencement of the Tenancy.
 - 2.54.4 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new

keys cut in the event that not all keys are returned to the Landlord.
2.54.5 Remove all of the contents owned by the Tenant.

- 2.55 Any goods or personal effects belonging to the Tenant which shall not have been removed from the Property after the Tenant has vacated shall be deemed to have been abandoned and the Landlord can dispose of such goods as they think appropriate. Any charges involved in removing and disposing this waste may be deducted from the Tenant's Security Deposit.
- 2.56 To allow the Landlord or Agent to erect a reasonable number of "for sale" or "to let" signs at the Property during the Tenancy if required by the Landlord.

Right to rent

- 2.57 It is a condition of this Tenancy that anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014, as amended from time to time.

Council Tax

- 2.58 If requested by the Landlord or Agent, the Tenant must provide a valid Council Tax Exemption Notice, or similar, within 7 days of such request being made. If no documentation is provided or the Tenant is not exempt from council tax, then the Tenant agrees to pay any council tax as billed by the council. This clause includes Council Tax or similar charge which may replace it.

Pets

- 2.59 The Tenant may request the Landlord's consent to keep a pet at the Property during the tenancy. The request must be made in writing with reasonable details of the pet. This should include the number of pets, the type and breed of animal, age, a photograph, and how the pet will be cared for. The Landlord will not unreasonably refuse consent and will respond in writing within 28 days of receiving the request (or within 28 days of receiving any further information reasonably requested). For HMOs and joint tenancies, any request must confirm that all joint tenants consent to the pet living at the Property.
- 2.60 If consent is granted, the Landlord may impose reasonable conditions in writing (including for fire safety, protection of fire doors, and keeping common parts and escape routes clear). The Tenant remains responsible for any damage, cleaning, pest treatment, or nuisance caused by the pet, and must not keep a pet at the Property without the Landlord's prior written consent.

3 Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 3.1 To pay all assessments in respect of the Property, which are the responsibility of the Landlord.
- 3.2 To pay all the Outgoings which are the responsibility of the Landlord as set out in this agreement.
- 3.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy.
- 3.4 To return to the Tenant a reasonable proportion of the Rent payable for any period while the Property is rendered uninhabitable by fire or other Insured Risk except where the destruction or damage is caused by the Tenant or their visitors.
- 3.5 To ensure that gas supply and appliances within the Property comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 3.6 To ensure that any electrical installations within the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
- 3.7 To ensure that all the furniture and equipment within the Property for which the Landlord is responsible comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 3.8 To keep in repair the structure and exterior of the dwelling (including drains, gutters, and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and space heating and water heating in accordance with Section 11 of the Landlord and

Tenant Act 1985 (as amended).

- 3.9 Keep in repair contents provided by the Landlord (unless specifically excluded), unless the fault and or failure is due to the Tenant's act or failure to act.
- 3.10 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).
- 3.11 Where broadband is provided by the landlord, the landlord will ensure that an appropriate service provider is in place (normally Virgin, Plusnet, BT or Sky). The Tenant(s) acknowledge that internet service levels and internet speeds may vary throughout the house and at different times of day dependent on a number of factors (including but not limited to: service provider failings, local demand, the number of devices connected, distance from the router) and the Landlord accepts no liability for any inconvenience or disruption caused to these services. If in the Tenant(s) opinion Wi-Fi extenders or a Wi-Fi mesh system is required in the Property then this is to be provided by the Tenant(s) and there should be no expectation for this to be provided by the landlord. Any unauthorised use or additional charges will be the responsibility of the Tenant who undertakes to settle any invoices raised by the Landlord/Agent in respect of these charges.

4 Termination

- 4.1 Termination of this tenancy by the Tenant or Landlord shall comply with the procedures and minimum notice requirements of the Renters' Rights Act 2025 (as applicable). Where any statutory requirement differs from this agreement, the statutory requirement shall prevail.
- 4.2 The Tenant may end the tenancy by providing at least two month's notice in writing. This notice must be provided to the address or email address specified in The Particulars of this Agreement.
- 4.3 For the Tenant's notice to be valid, it must be provided on or after the Tenancy Start Date, it must provide at least two months' notice and it must expire on the last day of a tenancy period. A valid notice may only be withdrawn if the landlord and all joint tenants agree in writing to the withdrawal.
- 4.4 Where there is more than one tenant any one tenant can serve notice to terminate the tenancy for all joint tenants.
- 4.5 If a notice is invalid then the landlord is not required to accept the notice and The Tenant will be required to comply with the ongoing obligations under this tenancy, including the payment of rent.
- 4.6 Once a valid notice to end the tenancy has been served, the tenancy continues until the notice expiry date, rent and all other obligations under this agreement remain payable and must be complied with up to and including the notice expiry date. If the Tenant leaves the Property before the notice expiry date, this does not end the tenancy early and does not reduce the rent due.
- 4.7 If the Tenant does not give up the Property with vacant possession on the notice expiry date, the Tenant must pay an occupation charge for the period of any continued occupation. The occupation charge will be calculated at a daily rate equivalent to the total rent last payable under this agreement and will be payable until vacant possession is given and all keys are returned.
- 4.8 The Landlord has the right to recover possession of the Property by lawful means if any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, intending to sell the Property, breaking a term of the tenancy and causing a nuisance or annoyance).
- 4.9 Termination of this agreement ends the tenancy but does not release the Tenant from any outstanding obligations or from any obligation breached before termination.

5 The Security Deposit

- 5.1 If a Security Deposit is taken it will be held and returned under the terms of an authorised Tenancy Deposit Scheme.
- 5.2 The Security Deposit shall not exceed any maximum amount or cap permitted by law at the time the deposit is taken.
- 5.3 The Security Deposit shall be returned to the Tenant at the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within

this Agreement. If deductions are proposed, these will be discussed with the tenant.

- 5.4 If no deductions are proposed, the Security Deposit will be returned within 2 weeks following the end of the tenancy. If deductions are proposed, the timeframe of processing the Security Deposit will depend on the level of works required.
- 5.5 Monies may properly be deducted from the Security Deposit in respect of reasonable costs and expenses incurred by the Landlord or the Agent as set out below and, where the total amount due exceeds the amount of the Security Deposit, the Security Deposit may be applied to those sums in the order listed below.
- 5.5.1 The reasonable cost of repairing damage to the Property or Contents beyond fair wear and tear.
 - 5.5.2 The reasonable cost of cleaning, decorating or remedial works required to return the Property or Contents to the condition evidenced at the start of the Tenancy, allowing for fair wear and tear;
 - 5.5.3 Where utilities are included in the rent, the recovery of excess utility charges under this agreement (if applicable).
 - 5.5.4 The recovery of other utility charges or council tax charges owed by tenant and unpaid.
 - 5.5.5 The recovery of any Rent owed by the tenant and unpaid.
 - 5.5.6 The reasonable cost of replacing lost keys, security devices or fobs if lawfully due.
 - 5.5.7 The cost of any Bank or other charges incurred by the Landlord or the Agent if any standing order or direct debit payment is cancelled by the Tenant or foreign exchange fees.
 - 5.5.8 The amount of any insurance excess reasonably incurred as a direct result of damage or loss caused by the Tenant, the Occupiers or their visitors.
 - 5.5.9 The enforcement of any of the provisions of this Agreement and compensation for any breach of this agreement if lawfully due.
- 5.6 If the Security Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs charges expenses properly due.
- 5.7 The Tenant agrees that any one individual Tenant may consent on behalf of the Tenant to accept or dispute any deposit deductions or use the Alternative Dispute Resolution service provided by the authorised Tenancy Deposit Scheme.
- 5.8 The Security Deposit may be repaid to any individual Tenant and this repayment shall discharge the Landlord from any further liability in respect of the Security Deposit.

6 Guarantee and Indemnity

- 6.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the Tenant's Obligations of this agreement and if the Tenant fails to pay the Rent or perform any of the Tenant's Obligations, the Guarantor shall pay or observe or perform them.
- 6.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 6.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the Tenant's Obligations of this agreement.
- 6.3 The liability of the Guarantor under clause 6.1 and clause 6.2 shall continue until the Tenancy comes to an end and the Tenant is released from the Tenant's Obligations of this Agreement.
- 6.4 The Guarantor indemnifies the Landlord against any further occupation of the Property after the expiry of the Tenancy whether under a statutory continuation thereof or other.
- 6.5 The liability of the Guarantor shall not be reduced, discharged, or otherwise adversely affected by:
- 6.5.1 any time or indulgence granted by the Landlord to the Tenant;
 - 6.5.2 any time delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the Tenant's Obligations of this agreement or in making any demand in respect of them;
 - 6.5.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the Tenant's Obligations of this agreement; or
 - 6.5.4 any assignment, variation or novation of the Tenancy; or
 - 6.5.5 the Landlord taking any action or refraining from taking any action in connection with the

Deposit.

6.6 By signing this agreement each individual Guarantor confirms that the Tenant is of good character.

7 Supply of Utilities

7.1 The Landlord must pay:

7.1.1 all water and sewerage charges or metered payments in respect of the supply of water to the Property;

7.1.2 all charges made for the use of Broadband and Internet services at the Property including, where appropriate, equipment rental.

7.1.3 up to a maximum limit of **XXXX.XX per calendar month**, charges for combined total electricity and (if applicable) gas consumed on or supplied to the Property and any meter rent.

7.2 The Tenant must pay:

7.2.1 any charges for electricity and (if applicable) gas consumed on or supplied to the Property and any meter rent in excess of the maximum limit set out in 7.1.3 above; and

7.2.2 any council tax (or any similar tax charged in addition to or replacing it) payable in respect of the Property and any other rates or taxes on the Property;

7.2.3 if required, the amount of the BBC television licence fee for television services.

7.2.4 any invoices raised by the Landlord and/or the Agent in respect of any charges under clause 7.2.1.

7.3 Where the tenancy does not last for an exact period of full round months, the length will be rounded to the nearest month for the purposes of calculating excess charges in relation to clause 7.2.1.

7.4 At the end of the tenancy, the energy supplier or suppliers will provide a bill confirming the total expenditure over the tenancy. This expenditure will then be compared to the maximum limit stated in clause 7.1.3 which will be calculated in accordance with clause 7.3. Any excess charges will then be billed to the tenant at the end of the tenancy.

8 Notices

8.1 The Landlord gives notice to the Tenant that in accordance with Sections 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address or email address specified in The Particulars of this Agreement.

8.2 Any notice or other document served upon the Tenant in accordance with this Agreement or any statute or regulation may be served electronically to the email address provided by the Tenant upon application or otherwise notified in writing for that purpose, by first class post to the Property or the Tenant's last known address, or by leaving it at the Property, and any such notice or document shall be deemed served, if sent by email before 4.30 pm on a working day, at the time it leaves the sender's outbox, otherwise on the next working day, if sent by first class post, two working days after posting, and if left at the Property before 4.30 pm on a working day, on the same day, otherwise on the next working day.

9 Inventory

9.1 The inventory and schedule of condition will be provided on or shortly after the later of the start of the Tenancy or move in date. The Tenant will have 5 days from receipt of the inventory to request any changes or comments to be included in the inventory. All requests must be made in writing. If no request is made then the Tenant is deemed to have accepted the inventory and schedule of condition as fair and accurate and that the Landlord or Agent may rely on them at the end of the Tenancy as a fair and accurate record of the condition of the Property, contents, fixtures, and fittings at the outset of the Tenancy. The Tenant agrees that any individual Tenant is authorised to sign for the inventory on behalf of the Tenant.

9.2 Where the Tenant has signed for a new tenancy at the Property, the Tenant agrees to be bound by the inventory completed at the time of first moving into the Property.

10 Other

- 10.1 In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.
- 10.2 Any term of this agreement which is inconsistent with, or renders the agreement non-compliant with, the Renters' Rights Act 2025 or any applicable regulations shall be deemed modified or, if necessary, severed so as to achieve compliance and preserve the validity of the tenancy.
- 10.3 This Agreement may be signed by electronic signature (as defined in the Electronic Communications Act 2000) and shall have the same legal effect, validity and enforceability as if signed by handwritten signature to the extent and as provided for in any applicable law (including the Electronic Communications Act 2000).
- 10.4 The Tenant shall pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 10.5 Interest received by the Agent or Landlord on any deposit or advanced rental payment, will be retained by the party receiving the interest.
- 10.6 The Tenant is notified that the Property may be subject to a mortgage, charge or other secured lending arrangement. The Tenant agrees that the Landlord may provide a copy of this Agreement and related tenancy information to any mortgage lender, charge holder, receiver, managing agent or professional adviser where reasonably required in connection with the ownership, funding, management, enforcement or sale of the Property.

11 Safety Advice for the Tenant

- 11.1 **Safety information and compliance** - The Tenant acknowledges that further safety information, may be provided before the start and during the tenancy and displayed within the Property. The Tenant agrees to:

- Read all safety information provided and keep it for reference;
- Familiarise themselves with all fire exits, escape routes, and emergency procedures;
- Keep all exit routes, hallways and common parts clear of obstructions;
- Comply with all safety instructions issued by the Agent or Landlord;
- Participate in any scheduled fire drills or emergency training reasonably required during the tenancy.

- 11.2 **Electrical appliances and charging** - The Tenant must take reasonable care to prevent fire and electrical risk. In particular, the Tenant agrees:

- All electrical appliances and equipment brought into the Property must be safe, in good working order, and used in accordance with the manufacturer's instructions. The Tenant must not use any item that is damaged, overheating, sparking, or otherwise unsafe.
- Chargers, plugs, adapters, extension leads and multi plugs must be CE or UKCA marked where applicable, suitable for the intended use, and not damaged, modified, counterfeit, or overloaded. Charging equipment must not be covered, placed under bedding, or left on soft furnishings while charging where this creates a fire risk. Where reasonably practicable, the Tenant should use lower power charging options, such as USB charging, in preference to high power plug in chargers.
- Appliances used to prepare, cook or store food must not be used or kept in bedrooms.
- Portable electric heaters must not be used or kept in bedrooms without the Landlord's prior written consent.
- Due to the significant fire risk associated with lithium battery powered personal transport devices, the Tenant must not use, charge, store, or keep within the Property or any internal common parts any electric bike, electric scooter, electric hoverboard, or similar electrically powered personal transport device, including any associated batteries and charging equipment.
- The Tenant must comply promptly with any reasonable written request from the Landlord or Agent to remove, stop using, or safely store any electrical item, appliance, charger, battery or equipment where it is reasonably considered to present a fire or electrical safety risk, or where it is being used in breach of this agreement. Where there is an immediate risk to safety, the request may require immediate action.

- 11.3 **Legionella control measures** - To support legionella control measures, the Tenant agrees:

- Not to reduce any hot water control setting below 60°C where the Tenant has control of the system;
- If the Property is left unoccupied for more than seven days, on return to run all taps and showers for at least two minutes (without inhaling spray from showers);
- To clean and descale shower heads at least every three months (or more often where required);
- To report promptly any issues with hot water, cold water, the boiler, or unusual changes in water temperature, pressure or appearance

11.4 Basements (if present) - Where the Property includes an unmodernised basement, the basement must not be used for storage or general access. The Tenant must only access the basement where necessary and for the following purposes:

- Taking meter readings;
- Isolating the gas supply where the gas shut off is located in the basement;
- Accessing the consumer unit where it is located in the basement.

11.5 Balconies (if present) - Tenant responsibilities in relation to the use of balconies (if present)

- Where access to a balcony is provided, the Tenant agrees to use it responsibly and safely. The Tenant must not engage in unsafe behaviour on or near the balcony, including sitting on railings, climbing, overcrowding, throwing items, smoking, or any behaviour that increases the risk of harm to persons or property;
- The Landlord may restrict or prohibit balcony access where reasonably necessary for health and safety or repair reasons, and will provide notice where reasonably practicable.

11.6 Emergency Reporting - An emergency is a matter which presents an immediate risk to safety or could cause significant damage to the Property if not dealt with urgently. The Tenant must report emergencies immediately using the out of hours emergency contact route notified to the Tenant, and must take reasonable steps to mitigate further damage where safe to do so. Non urgent repairs must be reported using the usual maintenance reporting route. The Agent or Landlord may publish and update guidance from time to time (including on the Agent's website) explaining what is treated as an emergency and how to report it.

12 Data Protection

12.1 The Agent is required to process and retain certain personal information provided by the Tenant. From time to time personal information may be passed onto the Landlord and to third parties, including maintenance contractors, who may carry out specific work on behalf of the Landlord or Agent. Full details of the personal information held, why it is held, how long it is held for and with whom that information is shared are set out in the Privacy Policy on the Agent's website which may be amended from time to time.

12.2 As part of the application process the Tenant has consented to the Agent processing and retaining personal information as necessary to administer the Tenancy and comply with the Agent's legal responsibilities.

12.3 Under the Data Protection Act 2018 the Tenant is entitled to request and inspect personal information held. Should the Tenant wish to inspect any personal information held, the Tenant has the right to request sight of this data, provided it is done in writing and detail the specific information sought. The Agent will provide the Tenant with a copy of any personal information held (which constitutes "Personal Data" in terms of the Data Protection Act 2018) within one month of receipt of a written request.

13 Landlord / Property Specific Clauses

13.1 The clauses in this section are landlord or property specific clauses requested by the Landlord. If no clauses are inserted below, this section shall have no effect. Any clause in this section is subject to the main terms of this Agreement and applicable law. If there is any conflict, the main terms and applicable law shall prevail.

13.2 Insert clauses here, if blank then no additional clauses shown.

SIGNED AS AN AGREEMENT

The Agent on behalf of **The Landlord**

My Student Digs Limited

The Tenant(s)

Tenant 1

Tenant's signature

Tenant 2

Tenant's signature

Tenant 3

Tenant's signature

Tenant 4

Tenant's signature

The Guarantor(s)

Guarantor 1

Guarantor's signature

Guarantor 2

Guarantor's signature

Guarantor 3

Guarantor's signature

Guarantor 4

Guarantor's signature
