

Rental Contract 2009/2010

This contract creates legally binding obligations between the landlord and the student, so please read them carefully and make sure you understand and agree to them before you make a commitment.

Students	Robert Steele Benedict Falconer Dominic Denham Thomas Blake
Nominated person	Robert Steele
Landlord	Mr. Kenneth Buckley 131 Field Lane Burton on Trent Staffs DE13 0NJ Tel: 01283 529171 Mob: 07973 155672
Accommodation	27 Crosbie Road Chapelfields Coventry CV5 8FX
Contents	The fixtures, fittings and equipment in the Accommodation
Common Parts	Garden, garage, drive/frontage
Maximum Occupancy	4
Period of Residence	12 th September 2009-3 rd July 2010
Deposit	£150.00 to be paid on collection of keys. The deposit will be returned at the end of the period of residence if and when the landlord is satisfied that the residence is in a clean and tidy order and no damage has occurred. The deposit will be held by The Deposit Protection Service.
Rent	The rent will be approximately £248 per week (£62 per week per occupant), to be divided equally among the occupants and paid individually as outlined below.
Payments	£868 is due on each of 16 th October 2009, 22 nd January 2010, and 7 th May 2010.
Late Fees	For payments one week or more later than the dates listed above, there will be a charge of £2 for each complete day later than the above date the payment is made. For example, for a payment on 25 th October 2009 of the first instalment, there will be a late fee of £16.
Inspections	The Landlord will, once per University term, arrange to inspect the property for health and safety and general cleanliness.
Rights	1. To use Contents. 2. To use garden and garage.
Services	1. Repair of the Accommodation. 2. Insurance of the Accommodation (building only). 3. Payment of water bills.

Tenants must confirm their student status before entering into any contract with the landlord.

The Landlord agrees to grant, and the Student(s) agree to take a tenancy of the Accommodation for the Period of Residence under the conditions in sections 1 to 4 set out in this Contract.

I have read and agree to the terms of the contract.

Landlord Signed

Print

Date

Tenant Signed

Telephone

Print

Date

Home Address

1 Student's Obligations

- 1.1. To pay the Rent to the landlord in advance on or before the Payment Dates for the times and in the amounts stated.
- 1.2. To check the inventory and report any discrepancy to the Landlord within 7 days of the start of the Period of Residence.
- 1.3. To keep the Accommodation and the contents in a clean and tidy condition and not dirty or untidy the Common Parts.
- 1.4. At the end of the Period of Residence to leave the Accommodation in a Clean and tidy condition, remove all personal belongings and return all keys to the owner.
- 1.5. To allow the Landlord, at reasonable times after giving 24 hrs notice to enter the Accommodation for the purpose of viewing inspection, maintenance or repair (no notice being necessary in an emergency or where the need for repair was reported by the Student(s)).
- 1.6. To comply with all applicable legislation to avoid the Student(s) actions or negligence having an adverse effect on the owners or occupiers of nearby property.
- 1.7. To report to the Landlord any damage or want of repair within 24hrs of becoming aware of it.
- 1.8. To promptly send to the Landlord a copy of any communication the Student(s) receive which is likely to affect the Accommodation.
- 1.9. Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the Accommodation, or which may be a fire risk or in any other way put the health and safety or security of other peoples property at risk
- 1.10. Not to put anything harmful or which is likely to cause blockage in any pipes or drains.
- 1.11. Not to remove from, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Contents or the Common Parts.
- 1.12. Not to use the Accommodation for any purpose other than as a Private residence for students.
- 1.13. Not to share the Accommodation with any person who is not named in this agreement, or sub-let it, or transfer occupancy to any person.
- 1.14. Not to exceed the Maximum Occupancy, except that occasional overnight visitors are allowed.
- 1.15. Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others, neighbours or fellow Students/residents.
- 1.16. Not to add to or change the telephone services to the Accommodation without consent.
- 1.17. Not to bring into the Accommodation any animal unless it is an aid for a disabled person.
- 1.18. Not to park any vehicle at or near the Accommodation so as to cause nuisance to others.
- 1.19. Not to cause any obstruction of the Common Parts.
- 1.20. To pay the local authority any Council Tax which is imposed on the Accommodation as a result of the Student(s) or any of them ceasing to be entitled to Council Tax exemption.
- 1.21. To promptly pay all invoices for utilities and other goods and services supplied to the accommodation during the Period of Residence.
- 1.22. Not to smoke or allow others to smoke inside the property.

2 Landlord's Obligations

- 2.1. To provide the Services.
- 2.2. Except in the case of an emergency and for reported repairs to give the Students at least 24 hrs notice prior to entering the Accommodation.
- 2.3. Not to interrupt the Students occupation of the Accommodation more than is reasonably necessary.

3 Other Conditions

- 3.1. The Student(s) are responsible for the conduct of any invited visitor.
- 3.2. The Landlords liability for loss or damage to person or property is excluded unless the loss or damage is caused by the negligence or breach of his obligations in this Contract.
- 3.3. Personal belongings left at the Accommodation are at the Student(s) own risk. Insurance for personal belongings is the responsibility of the Student.
- 3.4. The Landlord is not liable to repair any damage caused by the Student(s) unless the cost is met by insurance or by the Student(s) (any excess on the policy being payable by the Student(s)).
- 3.5. The Landlord is entitled, at the Student(s) expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student(s) on the termination of this contract.
- 3.6. The Landlord is entitled to remove any item left in the Accommodation (or the residence where applicable) by the Student(s) at the end of the Period of Residence and shall not be obliged to return it to the Student(s).
- 3.7. This Contract is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988. Although the Rent is calculated by reference to a weekly sum, rent is not payable weekly and this tenancy is not a weekly tenancy.
- 3.8. Notices under this contract must be in writing and the Landlords address for Service is given on the first page of this Contract.
- 3.9. The Landlord will serve all notices on the Nominated Person and notices served on the Nominated Person are deemed to be served on all the Students. The Nominated Persons responsibility is limited to administrative convenience, and the Nominated Person has no greater or lesser responsibilities under this Contract than the other Students names in it.
- 3.10. This Contract is not intended to confer any benefit to anyone who is not party to it.
- 3.11. The Student(s) are jointly and severally liable for all their obligations in this Contract. This means that the group and each of them individually is responsible for the Rent and the condition of the whole Accommodation, not just a proportionate share depending on the number of occupiers.

4 Termination of this Contract

- 4.1. The Landlord may terminate this Contract at any time by serving notice on the Student(s) if
 - (a) any payment is overdue by 21 days or more,
 - (b) any of the Students are in serious or persistent breach of any of the Students obligations, or
 - (c) in the reasonable opinion of the Landlord the health or behaviour of any of the Students constitutes a serious risk to him/herself or others or the Landlords or other peoples property.
- 4.2. Should the Landlord terminate the Contract in this way, the Student(s) will remain liable for payment of the Rent until the end of the Period of Residence or, if earlier, until the Accommodation is re-let.
- 4.3. Where the reason for termination is because of one or more individuals as opposed to the conduct, status or health of all the Students, the Landlord will state in the notice the names of the individual(s) concerned. The Landlord will grant and the remaining students will take a new tenancy, either as a smaller group or jointly with replacement student(s) acceptable to the group. There will be no reduction in Rent if the new tenancy is granted to a smaller group.
- 4.4. The Student(s) may terminate this Contract at any time by serving notice on the Landlord but unless the reason for termination is a serious or persistent breach of any of the Landlords obligations in this Contract the notice shall not become effective and the Students shall remain liable for the Rent until (a) the Student(s) have complied with all their obligations up to the date of termination or (b) another student/group of students reasonably acceptable to the Landlord enter into a contract for the remainder of the Period of Residence.
- 4.5. The Landlord will assist the Student(s) in trying to find replacement tenant(s) but the primary responsibility for finding replacement(s) will be on the student(s) required or wishing to leave.

- 4.6. If this Contract is terminated early (or a student qualifies for early release) the Landlord will refund to the Students (or the Student concerned, where they are being replaced) a fair proportion of pre-paid Rent as soon as possible after the termination becomes effective but pre-paid Rent will only be refunded for the period for which the Landlord is able to, and after he has, re-let the Accommodation (or taken a replacement student tenant)
- 4.7. If the Students do not take possession of the Accommodation, they will still Remain liable for the Rent and the performance of their obligations in this Contract until the end of the Period of Residence, or, if earlier, until the Accommodation is re-let.