

## STUDENT MANAGEMENT PLAN

The aim of the Student Management Plan (SMP) is to provide an overview of the management procedures along with detail of the day-to-day operations of Harringtons Sales and Lettings Limited ("Harringtons") that manages 38 Moor Crescent. Enclosed together with this document is the tenancy agreement, which sets out the legally binding terms and conditions of your tenancy.

Harringtons management ethos is to provide a safe and caring environment in which our student occupiers and staff can live and work whilst taking into account the sensitivities of the local community. We employ a good neighbour policy and seek consultation rather than confrontation to settle local issues. We hope that you enjoy living in one of our houses this year. We have created this SMP, which sets out important information about the house and important contact information in the event of any issue with the house. We appreciate that you read the plan and obviously contact the office if there is anything you feel is not covered within the plan or if you have any follow-up questions. You can contact us at:

Harringtons Office:                    0191 384 3993

Office Address:                        30 New Elvet, Durham DH1 3AL

### Moving In

You will need to collect your keys and your flatmates keys from our office at the time set out in the moving in email sent to you at the end of the summer term. Please bring some form of ID with you when you collect the keys. Upon collecting the keys, the office will also provide you with a full inventory of the house. This inventory must be checked once you arrive at the house. If you are in agreement with the inventory, you do not need to return it to the office, however, if you have any amendments to the inventory, please note the discrepancies in the inventory, sign it and return it to the office withing 48 hours.

We do request that you leave your house in a clean and un-damaged condition. If your property is not in a clean condition upon moving in, please let us know immediately so that we can send in a cleaning team to clean the house as soon as we have availability. The costs of this clean will be deducted from the previous tenants' deposit prior to its return. We therefore expect you to leave the property in the state it was in after the cleaning team came to clean your house, not before. This ensures that we all work together to ensure that the houses are left in a good state and that new tenants do not have a disappointment if they have to move in to an uncleaned house.

### Rubbish

Please ensure that all rubbish is disposed of in accordance with the collection days as instructed by the local authority. Please make sure you do not leave any items in the property upon moving out and especially ensure that you have emptied all the bins in the house. In

our experience, students often have a clear out at the end of the year, which is great, however, please make sure that you do not leave any unwanted items in the house. You either have to throw them in your bin or even better, deliver them to a local charity shop.

### Flooring

Stains and burns to the carpet may necessitate the replacement of the carpet, which you will be held responsible for. If you do have an accident in the house over the course of your tenancy please let us know so that we can recommend a contractor to come and clean the carpet.

### Internet

Harringtons has provided you with a reputable commercial supplier of internet and we also choose a service, whenever possible that is free from download limits (subject to fair usage).

In the case of technical issues or network failure please report these as soon as possible. In some instances we will of course be depended on the network provider to restore the service, however, we will do our best to ensure a swift rectification of the matter.

When it comes to the speed of any internet service, the speed is dependent on many external factors such as the distance from the exchange, the type of cabling used to supply your connection and the local usage patterns. Any internal issues can and will be addressed by us to try and ensure you get the best internet in your house.

### House Upkeep

In accordance with your Tenancy Agreement you must report any repairs on Harringtons' Fix-Flo system as soon as is practical so that the problem does not deteriorate. Please use your discretion in deciding what matters are particularly urgent and act accordingly.

### Harringtons' Emergency Phone

The out of hours emergency phone can be used in an emergency only, so before calling the number ask yourself "Is this an emergency?" - using it for a non-emergency can result in you incurring a charge for incorrect usage. If your power goes off, please check the fuse board first. Always try to unblock a toilet yourself before seeking help and if the blockage remains and there is a second toilet in the house, then the blocked toilet is not considered an emergency. This can be reported on fix-flo for our immediate attention during working hours. If your shower or bath has a leak please refrain from using it until we have fixed it. If there is a large leak, please fill the kettle and bottles of water before switching off the water from the mains. The location of the stopcock is shown on the house information sheet.

Any vermin control is the responsibility of the tenant; it is not an emergency relating to Harringtons. It is therefore important that you contact the Durham County Council Pest Control Department direct.

Often our emergency services will not be able to fix a problem immediately, however, we will be able to stabilise the situation until a more permanent repair can be made.

### Washing Machine and Tumble Dryer

Before using the washing machine please check the pockets for small items such as coins and tissues as these will break the machine. Let the tumble dryer run through its whole cycle, since not doing so will cause the motor to burn out - the motor needs to end on the cooling cycle.

- Do not overload the machines;
- put all small items in a wash bag before placing them in the washing machine;
- ensure that the fluff guard on the tumble dryer is cleaned after each use, failing to do so will overheat the machine; and
- if your dryer is of the condensing variety it will have a reservoir that requires emptying, failing to do so will result in your clothes not getting dry.

Please note that all instruction manuals for the appliances in your house can be looked up online and we ask that you check the instructions online before calling Harringtons for help.

### Damp and Ventilation

It is very important that you actively ventilate your house through-out the year. The number of occupants, the level of heating and the methods used for drying clothes are all factors that can lead to problems withing the property if it is not properly ventilated.

Condensation is one of the big problems facing both landlords and tenants. To understand condensation it is important to differentiate between damp and condensation. Damp occurs when a fault in the building's basic structure lets in water from the outside. There are basically two types of damp:

Penetrating Damp - this occurs where water enters the house through the walls or roof for example a crack in the wall or a loose roof tile; and

Rising Damp - this occurs if there is a problem with the damp proof course which is the barrier that is built into floors and walls to stop moisture rising through the house from the ground. Rising damp is usually evidenced by a tidemark on the walls that shows how high the damp has risen. It is also sometimes accompanied by a musty smell. Rising damp cannot travel more than 1.2 m up a wall. Once the water has reached this height it is limited by its own gravity to go any higher.

Condensation on the other hand is moisture in the air and there is always some moisture in the air, which you cannot see. If this air gets cold, it cannot contain all the moisture and therefore tiny droplets of water appear, often on windows on a cold morning.

Condensation can also be seen on mirrors and cold wall tiles when you have had a bath or a

shower, especially in places where there is little movement of air. Our aim in explaining this is to help you avoid condensation and the problems that can be caused by it.

Condensation occurs in cold weather and also even when it is dry. It is important that you look for condensation in your home. It can appear on or near windows, in corners and in or behind wardrobes and cupboards.

Excessive condensation can cause dampness which can in turn lead to mould growth on walls and furniture, mildew on walls, furniture and clothes and also the rotting of wooden frames. To avoid this, it is imperative that you ventilate the house properly. It is also important that you do keep your heating on in the house when it is cold to create a dryer living environment. The opening of windows will regulate the humidity in the house and the heating will ensure that there is less condensation in the air.

A few tips are:

1. Ensure that your rooms are always warm and properly ventilated. Too much ventilation can carry away a lot of heat and this may cause wall surfaces to become cold, encouraging (rather than reducing) condensation;
2. When cooking keep the kitchen door shut and open a window. When bathing, washing or drying clothes keep the room door shut and the window open; and
3. In cold weather keep some heating on all the time.

### Burst Pipes

Every few years we have a cold snap over the Christmas holiday and one or more of our student houses experience a burst pipe. To ensure you avoid this, it is a contractual requirement that you keep the heating on over the Christmas period even when you are away. Burst pipes may require you to pay thousands of pounds worth of damage to the house and will require you to be re-housed.

### Neighbour Complaints Policy

We give all the permanent residents of any nearby properties the following advice: any complaints regarding the aesthetic appearance or functionality of the house are to be made to Harringtons on 0191 384 3993 or at [info@harringtonsdurham.com](mailto:info@harringtonsdurham.com). Tenants should not need to be directly involved in these types of issues. On the other hand, if a neighbour has a complaint regarding you or your housemates specifically, then we do suggest that the complaint should be resolved amongst yourselves without our involvement. If the neighbour feels that this step has failed to resolve the issue then they often do contact us direct. We will do everything we can to ensure that the student population of Durham maintains a respectful and friendly relationship with the permanent residents of Durham. Thus we will try to resolve the issue. If we fail to resolve the issue we advise the complainant to contact the Durham University Community Liaison Department. We do find over the years that the vast majority of issues are minor and usually very easily resolved with an apology.

It is worth noting that the Durham University Community Liaison Department can initiate processes that lead to more sanctions internally within the University so if a complaint escalates and ends up with this department it is not to be taken lightly. Equally, if you encounter any problems with neighbours, please try to resolve these internally, however, we are here to help you and do not want you to experience being victimised or bullied by a neighbour. Whereas the vast majority of your permanent neighbours will be student friendly, there are a few permanent residents who are less enamoured by students and can potentially cause problems.

### Anti-social Behaviour and House Parties

Please note that we expect the tenants to adhere to the terms and conditions of the Tenancy Agreement and not make any noise which may disturb the quiet enjoyment of the other tenants or the neighbours. To ensure this clause is not breached this plan requires that the tenants are not to make any noise which is audible from outside the property between 11.00 pm and 7.00 am. Persistent breach of this clause is likely to be considered anti-social behaviour which may result in the termination of the tenancy agreement and/or enforcement action by the University Community Liaison Department.

We are of course aware that you will host the odd party over the course of your tenancy and we therefore have some guidance for you in addition to the requirement that the music is contained within the property from 11.00 pm:

- Parties are best held on a Friday or Saturday evening, remember your neighbours probably work and/or might have young children;
- Always warn your neighbours that you are planning to host a party. When speaking to your neighbours let them know that you will turn the music down from 11.00 pm and also give them your mobile number so that they can contact you if they feel it gets too noisy, rather than calling the police.
- Place all valuables, breakables and possible beer trophies in one of the bedrooms.
- If you don't have a doorbell, hand out your mobile number to call when they arrive, rather than leaving the front door open and leaving yourself vulnerable to gate-crashers.
- Place bin bags around the house and garden to facilitate tidying up as the party is taking place.
- At the time of the party keep your doors and windows shut to minimise noise levels;
- Suggest that your guest wait inside for their taxis to arrive, reducing late night noise levels on the road outside the house; and
- Ask taxi drivers and food and drink deliveries not to toot their horns when they arrive outside your house.

### Post-Party Reminder

Cleaning up outside is as important as cleaning up inside. Make sure you pick up all beer cans, take away boxes etc from both your garden and those of your neighbours. Finally, if you feel that your neighbours may have been disturbed, try to take the initiative and apologise and be friendly.

## Moving Out

The staff at Harringtons strive to give full deposits back at the end of your tenancy and below we have set out some guidelines that will help you get your deposit back:

- Go through your inventory and ensure that you replace all items that have been lost or broken over the course of the year;
- Ensure that all rubbish is bagged and placed outside the house. Again it is a good idea to filter out as much waste as you can through the bins in the final weeks of your tenancy. Please also deliver unwanted items to the local charity shops. We are always amazed by the high quality items left in student houses.
- We will notify you of any university or council moving-out schemes; please use them.
- Get a professional to clean your oven, since it is guaranteed to be dirty and they have access to very strong cleaning fluids. If you do not leave with a clean oven then we may have to employ a specialist firm to clean it.
- Hoover the house thoroughly, including under the beds. If you find any nasty stains that were not there when you moved in, please let us know and we will put you in touch with a carpet cleaning company or you can rent a carpet cleaner from for example Homebase.

We hope that this SDP will help guarantee that service delivery by Harringtons is meeting both the University's and students' satisfaction. Our focus on high quality service delivery, reducing response times and promoting a beneficial living environment for students will have a positive impact on the local environment and local resident population. Any further questions or issues, please feel free to ask one of the team at Harringtons. We understand that this is the first time for many of our tenants to be living away from home and we are always happy to answer any questions you may have and to help you enjoy your time in one of Harringtons houses. Please note that we are always listening to our tenants and accreditation bodies and as a result our policies are constantly evolving. If you have any feedback for us of your experience during or after your tenancy with us, we would really appreciate the feedback.

## **APPENDIX A: TENANCY AGREEMENT**



**Assured Shorthold Tenancy Agreement**

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**FOR**

**38 Moor Crescent Gilesgate Moor Durham DH1 1PB**

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Tenants:



## Particulars

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### **ASSURED SHORTHOLD TENANCY AGREEMENT**

Under the Housing Act 1988 (As amended by the Housing Act 1996)

#### **DATE:**

This agreement is made on 24/03/2023 between:

#### **PARTIES:**

(1) The Landlord: Apple Farm Limited

Address: c/o Harringtons, 30, New Elvet, Durham, DH1 3AL

Phone: 01913843993

Email: info@harringtonsdurham.com

(2) The Tenants:

Name :

Email :

Phone :

Address :

(together the "Tenants")

#### **1 DEFINITIONS:**

In this agreement the following words have the following meaning:

"The Property": All that property located at and known as 38 Moor Crescent  
Gilesgate Moor Durham DH1 1PB, United Kingdom

"The Term": 365 days commencing on and including 01/07/2023 until  
30/06/2024 .

"The Rent": Amount stated in Rent Schedule Table 1 Below payable by  
monthly instalments by standing order;

"The Rent Payment Date": As shown in the Rent Schedule Table 1 Below

<b>Tenant number</b>	<b>Tenant name</b>
1	

Charge date	Tenant number	Sub-total
	1	
01/07/23		
01/08/23		
01/09/23		
01/10/23		
01/11/23		
01/12/23		
01/01/24		
01/02/24		
01/03/24		
01/04/24		
01/05/24		
01/06/24		
<b>Sub-total</b>		
All amounts are in GBP (£)		

“Returnable Deposit”: A deposit of £ [REDACTED] pounds is payable on signing this Agreement and is to be held by the Agent and protected using My Deposits Ltd. a Government authorised Tenancy Deposit Scheme;

“The Contents”: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.

“The Tenant” Means anyone entitled to possession of the Property under this Tenancy Agreement.

“The Agent” Means the Landlord’s agent who is any employee of Harringtons Sales & Lettings Limited the authorised Agent of the Landlord

- The Landlord lets and the Tenants take the Property for the Term at the Rent specified above payable in monthly instalments in advance by standing order the first of such payments to be made on the 01/07/2023 . The Term is to commence between 5pm and 8pm on 01/07/2023 with the availability to collect keys from the Agent's office. The ending of the Term is to take place by 11 am on 30/06/2024 with the drop off of all the keys to the Property at the Agent's office. Failure to drop all the keys off by 11 am will result in the charge of an extra day's rent for the entire Property.

- 3 Due to the nature of student tenancies in Durham City with tenancies drawn up as 52 week agreements it is likely that the outgoing tenancy will end the day before the commencement date of this Tenancy Agreement. It is therefore essential that the Tenants take responsibility for leaving the Property in a clean state. If this is not achieved the Landlord will endeavour to ensure the Property is cleaned professionally as soon as possible. The landlord will send out cleaners on a priority basis subject to the Tenants informing the Landlord of their arrival date to the Property.
- 4 The Tenants shall grant the Landlord a minimum two week window at the commencement of the tenancy to allow essential maintenance and cleaning to take place. Any such essential work will not render the Property uninhabitable at any point and it will therefore not be deemed necessary to compensate the Tenants.
- 5 This Agreement is intended to create an assured shorthold tenancy pursuant to Section 19A of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord under Section 21 thereof apply accordingly.
- 6 The Tenants pay the Deposit as security for the performance of the Tenants' obligations under this Agreement and to pay and compensate the Landlord for any breach of such those obligations. It is agreed that this sum shall not be transferable by the Tenants in any way and at any time against payment of rent. The balance of the Deposit is to be paid to the Tenant only after vacation of the Property, such amount to be assessed following inspection of the Property and the Contents. The Deposit is to be insured by My Deposits Ltd. on behalf of the Tenants and the Landlord. The Tenants have elected Tenant name to act as the Lead Tenant for the purpose of My Deposits Ltd. Such Lead Tenant to be wherever possible resident in the UK since the Deposit will be returned to the Lead Tenant at the end of the tenancy.
- 7 In the event of any complaints arising over the course of the Tenancy Agreement the parties to this Agreement agree that all such issues will be dealt with by the lead Tenant taking direct contact with the Agent to ensure a consistent positive solution is achieved.
- 8 The lease is subject to a guarantee. The Guarantor(s) separately covenants with the Landlord to be bound by the conditions set out in the said guarantee. If a UK guarantor cannot be provided the Landlord requires a UK guarantee from a company such as Housing Hand ([www.housinghand.co.uk](http://www.housinghand.co.uk)).
- 9 The Tenants must replace any individual tenant who leaves the Property prior to the end of the Term. An administration fee of fifty pounds (£50) will be payable by the departing tenant providing the departing tenant finds a replacement tenant. In the event that the departing tenant fails to find a replacement and the Agent is required to find a replacement tenant then the departing Tenant will be required to pay for the Agent's reasonable costs if these are higher than £50. Such fees to be deducted from the deposit upon completion of the transfer of the new tenant to the Tenancy Agreement. For the avoidance of doubt in the event that a replacement tenant is not found by the Tenants or the Agent then the departing tenant together with the remaining tenants (due to this being a jointly and severally binding contract)

will remain bound to the terms and conditions of this Agreement and will

remain liable to cover the rent until the end of the Term.

#### **10 THE TENANTS WILL:**

- 10.1 Pay the Rent at the times and in a manner specified in this Agreement. In the event that the Tenant fails to pay his/her share of the rent on time and the rent is 14 days overdue the Tenant will be charged a late payment fee of 3 per. cent above the Bank of England's base rate for each day that the payment has been outstanding
- 10.2 Not incur any unreasonable cost to the Landlord or the Agent including but not limited to the services and any call out charges for any external tradesman including any emergency 24 hour services without the prior express consent of the Agent.
- 10.3 Not damage or injure the Property or make any alteration or add to it without the prior written consent of the Agent or Landlord including but not limited to placing locks on any doors within the Property or painting or decorating any wall ceiling floor or furniture of the Property.
- 10.4 Preserve the Contents including fixtures, carpets, furniture and effects which are listed in the detail on the Inventory from being destroyed or damaged and keep the same clean at all times and not remove any of them from the Property. The Tenants shall not be liable for fair wear and tear.
- 10.5 Yield up the Property at the end of the tenancy with vacant possession and in a clean state and condition except fair wear and tear and pay for the repair of all such items of the fixtures, carpets, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy except what can reasonably be explained to be fair wear and tear. The Tenants shall remove all their personal effects including bedding and any waste or rubbish from the bedrooms and all communal areas of the Property. Any garden and outside areas shall be left in a tidy and maintained condition. Tenants will be charged for the disposal of any excess waste or belongings not fitted suitably into the appropriate refuse bins outside.
- 10.6 Leave the furniture and effects at the end of the tenancy in the same rooms or places in which they were at the beginning of the tenancy.
- 10.7 Not obstruct the drains and to keep the drains clear at all times and arrange for the drains to be cleared in the event of an obstruction.
- 10.8 Keep all mechanical and electrical equipment in the Property in good repair and to make good all damage and undue wear (excluding damage caused by accidental fire).
- 10.9 Pay for the washing (including ironing and pressing) of all linen and curtains (including net curtains) and for the washing and cleaning (including ironing and pressing) of all items which have been soiled during the tenancy.
- 10.10 To cut the grass (if any) of the Property with an appropriate garden mower as necessary from time to time to keep the grass in a tidy condition.

Furthermore, to keep the patio areas (if any), paths, flower beds, bushes

and shrubs as tidy, weed free and cultivated as at the commencement of the Tenancy.

- 10.11 Permit the Landlord or the Agent at reasonable times in the daytime with at least 24 hours written notice to enter the Property to view the state and condition thereof.
- 10.12 Not sub-let or part with possession of the Property without express permission of the Landlord not to be unreasonably withheld.
- 10.13 Receive the Landlord or Agent's written consent prior to an additional Tenant moving into the Property.
- 10.14 Not carry on at the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strict private residence.
- 10.15 Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise increase the ordinary premium for such insurance nor to keep or permit to be kept any petrol or other inflammable substances in or about the Property and to repay to the Landlord if the Landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as rent in arrears. Not to make any noise which may disturb the quiet enjoyment of the other tenants in the Property or the neighbors.
- 10.16 Not to keep any bird, reptile, dog, animal or other living creature in the Property.
- 10.17 Leave the central heating on for a minimum of four hours per day at a minimum temperature of 15 degrees Celsius between 1st October and 1st April to prevent the pipes from freezing.
- 10.18 Test all smoke alarms in the Property once every calendar month. The Tenants are responsible for checking that the smoke alarms fitted in the Property are in good working order throughout their tenancy and the Tenants must not tamper with the smoke alarms in any way including but not limited to covering the smoke alarms and/or dismantling them. The cost of any damage caused by the Tenants to the smoke alarms will be deducted from the Tenants' deposits. Furthermore the Landlord will not be held responsible for any damage caused by a fire to the Property in the event that the Tenants have failed to check the smoke alarms and/or have tampered with the smoke alarms in the Property.
- 10.19 Not to take into use or keep in the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel.
- 10.20 Permit the Landlord or Agent at reasonable hours and with reasonable notice to enter and view the Property with prospective Tenants.

- 10.21 Ensure that the Property is in a clean and tidy condition when the Agent attends the Property to perform viewings with prospective tenants. If the Property is not sufficiently clean and tidy to perform viewings the Landlord will give the Tenants written notice warning that the house is not fit for viewings. The Tenants must thereafter ensure that the Property is fit for viewings failing which the Landlord reserves the right to employ a cleaner to clean the Property at the Tenants' expense. In the event that the Tenants continue to fail to keep the Property in a condition fit for viewings despite having received a written notice followed by a professional clean the Tenants and their parental guarantors will be placed on notice that if the Landlord suffers a material loss in the rent achieved on the Property for the next academic year due to the condition of the Property the Landlord reserves the right to demand the difference in rent achieved and the market rent from the Tenants and their parental guarantors.
- 10.22 Not assign the tenancy without express permission of the Agent not to be unreasonably withheld.
- 10.23 Not allow guests (other than occasional visitors) to reside in the Property.
- 10.24 Not to use or permit the Property to be used for any improper immoral or illegal purpose.
- 10.25 Not store take or supply any drugs or substances that give hallucinogenic or similar drug induced effects which are prohibited by statute (including but not limited to the Misuse of Drugs Act 1971). This clause 10.25 to include any visitors of the Property.
- 10.26 Not to make any noise which is audible from outside the Property between 11.00 pm and 7.00 am and not to make noise outside the Property during this time if it is likely to annoy others. Persistent breach of this clause is likely to constitute anti-social behaviour which may result in the termination of this tenancy agreement in accordance with clause 19 as set out in this Agreement.
- 10.27 Give notice to the Agent of any damage or defect in the Property at the time of occurrence. All damages defects or repairs must be reported at [www.harringtons.fixflo.com/Auth/HomeIssueCreate](http://www.harringtons.fixflo.com/Auth/HomeIssueCreate) not via email or phone call unless deemed as an emergency. Once issue is reported this is acceptance that a contractor will visit the property at their earliest available appointment, access is allowed using management keys.
- 10.28 Allow the Landlord or any superior landlord or the Agent after giving reasonable notice (but at any time in case of emergency) during the tenancy:
- to enter the Property for executing repairs, alterations or maintenance as deemed necessary by the Landlord;
  - to enter the Property for the purpose of ascertaining that the Tenants' Obligations under this Agreement have been observed and performed.
- 10.29 Allow the Agent to put a sticker in the ground floor front window or a 'To



Let' sign in the garden between 1st November and 1st April to advertise that the Property is available to rent to students.

10.30 Take full responsibility for all internet use in the Property and any liability for illegal online activity including but not limited to infringement of copyright lies with the Tenants.

10.31 Refrain from smoking anywhere in the Property.

- 10.32 Be held responsible for ensuring that they look after the keys to the Property throughout the tenancy. Failure to do so will render them responsible for covering the reasonable cost of replacement.
- 10.33 Provided that if the Rent or any instalment or part thereof shall be in arrears for at least two months after the same shall have become due (whether legally or not) or if there shall be a breach of any of the clauses as set out in this Agreement by the Tenants, the Agent may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.
- 11 Provided that if the Rent or any instalment or part thereof shall be in arrears for at least two months after the same shall have become due (whether legally or not) or if there shall be a breach of any of the clauses as set out in this Agreement by the Tenants, the Agent may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.
- 12 Obligations expressed or implied to be made by or with the Tenants are deemed to be contracted jointly and severally and to be performed accordingly.

**THE LANDLORD AGREES WITH THE TENANTS AS FOLLOWS:**

- 13 To keep the Property insured against loss by fire, storm or accident.
- 14 That the Tenants paying rent and observing the stipulations on their part herein contained shall quietly possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 15 The Landlord is responsible for paying all reasonable charges for water TV license and internet at the Property and will provide gas and electricity to the Property subject to the terms and conditions of the fair usage policy set out in Appendix 2 to this Agreement. The Landlord will also be responsible for property insurance (not including the registered personal effects of the Tenants).
- 16 As set out in clause 15 above the Landlord is responsible for providing and paying for the internet to the Property however the Landlord is not responsible for the workings of the internet service provided to the Property including but not limited to the speed and strength of the internet. Any technical or administrative faults arising to the internet must be resolved directly with the service provider.
- 17 In the event that the Landlord or the Agent is deemed to be a business and excluded from the energy price cap or from accessing any relevant household financial support towards energy bills given from time to time to students by the government in the UK then the Landlord may cease provision of gas and electricity supply with immediate effect for the remainder of the tenancy. Any annual allowance remaining under the usage policy for gas and electricity shall be returned to the Tenants. For the avoidance of doubt any financial relief provided by the Government to the

Property will be passed on to the tenants under this Tenancy Agreement and added to the annual allowance set out in Appendix 2 to this Agreement.

- 18 This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 and possession of the Property may be recovered under Ground 2 in Schedule 2 of the Housing Act 1988 (as amended) if applicable to the Tenancy.
- 19 The Landlord shall be entitled to terminate the tenancy and apply to the Court for possession of the Property if any of the Grounds numbered 2, 8, 10, 11, 12, 13, 14, 15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. (The grounds can be seen in detail at <http;www.legislation.gov.uk>).
- 20 Should it be necessary for the Landlord or the Agent to clean the Property at the end of the tenancy or repair or replace any items damaged during the tenancy or pay for any telephone usage by the Tenants the Landlord reserves the right to deduct from the Deposit a sufficient amount to cover all reasonable costs involved and to demand from the Tenants any additional costs in excess of the amounts of the Deposit.
- 21 Attached to this Tenancy Agreement is Appendix 1 a Data Privacy Fair Processing Notice in accordance with the Landlords requirements under The General Data Protection Regulation ("GDPR").

## Appendix 1

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### **GDPR – Data Privacy Fair Processing Notice**

Please note that Appendix 1 and 2 use the same Definitions as defined in the attached Tenancy Agreement.

Certain personal and financial information is required by the Landlord and Agent to decide upon and grant a tenancy for the Property. In the event the tenancy does not proceed for whatever reason, the Landlord and Agent will not retain such data for more than a period of a year.

The Tenants' consent and co-operation in providing the data is requested in order to offer and continue the Tenancy Agreement.

If the tenancy proceeds, numerous items of personal data will be retained:

1. In paper format, locked in a secure location; and
2. Electronically.

Upon the commencement of a Tenancy Agreement the Tenants, the Landlord and the Agent all have a legitimate interest in retaining the information to comply with their legal obligations. The

Agent will retain such information for a period of six years after the tenancy comes to an end. The Agent can confirm that the information held will be used for the sole purpose of Harringtons Sales & Lettings Limited's management of the Property and will be stored securely.

Over the course of the Tenancy the information stored will only be shared with a third party acting on the Landlord or Agent's behalf (including but not limited to utilities companies, Council Tax exemption and tradespersons to effect repairs to the Property). The Agent also requests consent for providing the Tenants' information to the new tenants, to facilitate the moving in and out of the Property at the commencement of the Tenancy Agreement. The Agent will seek assurances that the Tenants' details where provided are deleted once they are no longer required by the third party.

Where a legitimate enquiry in connection with a financial loss is made by any party or legal action is considered, the Tenants' data may be used and shared for this purpose solely due to legal obligations and legitimate interest.

## Appendix 2

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### Fair Usage Wording

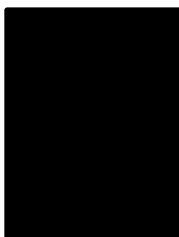
1. As part of the Tenancy Agreement you have chosen to have gas and electricity services ("the Services") to be included in the Rent. The Agent will provide this service subject to the usage policy set out below.
2. The Tenants acknowledge and agree that in order to be eligible for the Rent at the fixed rate in relation to the Services at the Property, the Tenants shall be obliged at all times to comply with the usage allowances set out in clause 6 below.
3. Should the Tenants fail to comply with the usage allowance, additional fees may be payable to the Landlord and the Landlord may deduct such fees from the Deposit prior to its return.
4. The Tenants agree that to the extent that there is more than one tenant at the Property, the obligations and liabilities of each of the Tenants in relation to any additional fees payable to the Landlord shall be joint and several obligations and liabilities of all the Tenants.
5. From time to time the Agent may request certain information about you from the Landlord including:
  - 5.1 your name, mobile number and email address;
  - 5.2 copies of the tenancy agreements;
  - 5.3 information about the arrival and departure of any tenants at the Property.
6. This usage policy will apply to the Tenants of the Property. This is to ensure that your gas and electric usage is covered by the rent payable under the Tenancy Agreement. Listed below is the allowance to limit the amount of gas and electricity that you can use. Given the current cost of gas and electricity supplies and the fluctuations in such costs it is important that you and your fellow tenants are sensible with your energy usage throughout the Tenancy.

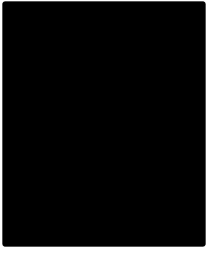
If you go over the allowances, you will be charged for the additional usage.

The allowances are for a 12 month period so if the Tenancy Agreement is shorter or longer your usage allowance will be adjusted accordingly.

Newcastle/Sunderland/Durham Region

Number of tenants | Gas & Electricity annual allowance per property





## Signatures

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TENANTS

LANDLORD

Apple Farm Limited  
c/o Harringtons, 30, New Elvet, Durham,  
DH1 3AL