

Ref:letting\guide Penlane Ltd 2009
Tel: 01275 853003
Fax: 01275 856338
Email: office@penlane.co.uk
Website: www.penlane.co.uk

Penlane Ltd
36 Vynes Way
Nailsea
Bristol
BS48 2UG

Thank you for your enquiry. These notes are a guide as for many of you it will be the first time you have rented accommodation and it is very different from living at home or in halls.

We have specialised in providing accommodation especially set up for students for over 40 years and our properties have been designed purely to meet this need. Accommodation is taken as viewed at the quoted cost. All our flats/houses have been accredited through the University and Bristol City Council, they meet Fire Safety Regulations with self-closing fire doors, modern electronic fire detection and alarm systems with intruder alarms fitted in all Ground and Basement Flats. Gas appliances are serviced and tested annually by a Corgi registered engineer in August and central heating systems operate through programmable timers.

We offer a backup service for maintenance and all tenants will be given contact phone numbers which will include an emergency 24hr number. Our office handles all letting, business and other queries. You can contact us either by phone Monday to Friday on 01275 853003 or by Email: office@penlane.co.uk.

When we have completed the letting formalities each tenant will be issued with an information pack to assist in their tenancy and most information can also be accessed through our website:www.penlane.co.uk.

1. TENANCY AGREEMENT

We operate under an Assured Shorthold Tenancy Agreement that will normally commence on July 1st and terminate twelve months later on June 30th. There will be one agreement per flat or house and you will all be named in the agreement becoming joint tenants with joint obligations and responsibilities.

The named tenants who have entered into the agreement are legally bound to pay the rent and perform the other obligations under the tenancy agreement for the full term. However you can terminate the contract **after** 6 months by giving at least 2 months written notice.

Penlane Ltd also has the right to terminate the agreement after 6 months by giving not less than two months notice. If one person in a group should wish to extricate (terminate) themselves from the tenancy after they have signed the contract, this would be subject to the agreement of Penlane Ltd, the other members of the group, and a replacement being found. There would be a fee of £100 deducted from the deposit to cover administration costs involved if this occurred.

2. PAYMENTS

The cost quoted will be the rent per calendar month per person for 12 months for the flat or house. Rent is due on the 1st of each month and we prefer payments to be made by Standing Order unless alternative arrangements are made. The rent includes many factors such as water and sewage charges, along with legal costs of the agreement. At the time of printing students are not liable for council tax, however if this exemption should change then you would be responsible for paying this cost between you. We are obliged by law to register the names of occupants in our accommodation with the local authority.

3. DEPOSITS = One month's rent

A deposit, amounting to one calendar month's rent will be required when the tenancy contracts are exchanged i.e. on the date the agreement is signed. This deposit will usually be banked the next day and is held against all rent being paid, the safe return of all issued keys/fobs and any damage caused to the flat/house and furniture.

Penlane Ltd use the insurance based deposit protection scheme run by 'Tenancy Deposit Solutions Ltd', all deposits will be registered with them and if a dispute should arise 'Tenancy Deposits Solutions Ltd' will hold the disputed amount and either they or if necessary the 'Alternative Dispute Resolution Service' will help resolve the disagreement. The cost of this service has been included in the rent.

You will need to nominate a lead person whose name will be given to 'Tenancy Deposit Solutions Ltd' when the deposit is protected, this person will be named on the Deposit Protection Certificate, the Certificate is issued to the lead person at the time of signing the contract. Deposits are normally repaid in full when keys/fobs are returned and all rents paid, but deductions will be made if keys/fobs are missing or the flat/house and its contents are damaged or left in a condition that requires repairs or additional cleaning.

N.B. – 'Tenancy Deposit Solutions Ltd' trade as 'mydeposits' - for further information please refer to their website:www.mydeposits.co.uk

4. SURETY

In some cases it is impossible for someone to personally sign an agreement – usually they are on their year out abroad and cannot return to Bristol. If they have asked friends with whom they wish to share to do this for them, it will be necessary for somebody to sign the agreement and act as surety on their behalf. The surety will be required to pay the deposit and guarantee the financial arrangements and other obligations under the agreement. They would be released from this undertaking when a contract completed and signed by the person absent is received in our office.

5. INSURANCE

We insure our property including all our furnishings and fittings. This covers damage and loss under most circumstances except malicious or wilful destruction. Our policies **DO NOT COVER YOUR** property or effects and we most strongly recommend you take out adequate insurance, especially for your computers and irreplaceable items, against theft.

6. ELECTRICITY, GAS AND TELEPHONE

Each flat has its own independent supply of Gas and Electricity and its own individual Phone line. These services are on quarterly meters and it is necessary **for you** to make arrangements with the providers. If you forget to do this there can be problems, particularly with the electricity **as the supply will be disconnected**. All our flats have residential telephone points; you will need to provide your own telephone. Either one member of your group needs to take responsibility for the services, or you can have three people one for each supply but that person **must** notify the authority at the start and the end of the agreement, and the account will be in their name. The other members of the flat will be responsible for their share of the cost through the agreement.

We try to read all meters on the 1st July.

Our flats have up to date wiring with modern push button fusing.

Electricity and Gas costs must be taken into account and can be substantial.

Even with gas cooking & heating, the electricity account can often be £50 per person per quarter. Most students have a growing assortment of electrical equipment: - computers, printers, televisions, dvd players, games machines, stereos & hair dryers etc all use power which collectively mounts up.

Gas costs vary with usage and the time of year, but can average £50 per person per quarter. To obtain an accurate assessment of cost we recommend that you ask the present occupants.

7. PASSAGES, CORRIDORS AND FIRE ESCAPES

For your own safety and to comply with local Bye-laws and Fire regulations, all passages, and corridors **must** be kept free for access at all times. Occupants are asked **not** to park bikes in hallways or block off the Fire Escapes. We are responsible for ensuring that the hallways and passages are kept clear of obstacles, boxes and rubbish. We are obliged to regularly check and remove all obstructions.

8. INITIAL SUMMER TIDY

At the changeover between tenants we offer the option of a one off service, at our expense for commercial cleaners to come in and help tidy up the flat/house for your occupation. This one off clean is available to you at any time between 1st July and the end of September. If you would like to take advantage of this you will need to contact our office to make suitable arrangements and it will be necessary for one member of your group to be present in the flat/house when it takes place.

9. INVENTORIES

We complete an Inventory of all our flats/houses during July. This is a record of the furniture in the property and its overall condition. We do not require you to be present, however if you would like to be there then please contact our office in June to make arrangements to meet us when it is carried out. We would at any time be happy to let you have a copy.

10. DECORATIONS

In most cases flats are left in a fair condition, however you may wish to redecorate. You may repaint your flat/house and we are willing to supply White or Magnolia Emulsion & White Undercoat and Gloss from our stock. If you wish to use any other colour scheme you will require **our agreement**.

11. FURNITURE

The following items of furniture are provided for each bedroom: - **Single bed**, Chest of drawers, Built in wardrobe, Desk chair, Table or Desk, Bookcase or Shelves, Easy chair if required. **WE DO NOT PROVIDE DOUBLE BEDS.** You may wish to bring your own furniture into the flat, however our fittings are not to be removed without our written permission. We have very limited storage and would be reluctant to remove items that may be required when you have left the flat.

The Kitchens are equipped with cookers (mainly gas), Fridge Freezers or Fridges if preferred, Washing Machine, Tables & Chairs. The Lounges/Dining areas have Easy Chairs, Coffee and/or occasional Table(s), we do not provide sofas.

12. MAINTENANCE PROBLEMS & BACKUP

Our Maintenance Foreman Giles Barry handles problems with the accommodation and can give our tenants the backup that is required. He is able to give a quick response and if something needs attention our tenants can contact him directly during the day on his mobile phone.

If you instruct or engage any service for repair without first contacting us and obtaining our agreement, you will be liable for the cost of the service.

All the Gas appliances in our flats/houses are serviced, tested and certified in the summer by a Corgi registered engineer. A copy of the certificate will be left in your accommodation for your information, every gas appliance has a current certificate.

An electrician who is Elecsa registered tests all Fire Alarm systems in our flats/houses every six months.

13. KEYS & SECURITY

You will each be given a full set of keys/fobs and the alarm code for the flat. Within each flat/house the room doors all have the same mortice locks. All the locks to the Main Front Entrance doors and the code for the intruder alarm will be changed on July 1st. The house entrance key will **not be operative until MIDDAY on July 1st**. The keys are security coded and replacements can only be obtained from us at a cost of £20 per key, you are responsible for your individual set of keys/fobs until they are received back in our office at the end of your tenancy.

PLEASE NOTE If you have the misfortune to be locked out of your accommodation, or you misplace / lose your keys and one of our staff has to make a special journey to let you in, a call out charge will be made.

14. RUBBISH

You are responsible for your own rubbish. Bristol City Council will only take one bin per flat/house fortnightly. The council has considerable powers to issue fines if any other rubbish other than your one bin is left out. If you have excess you will have to take it to the local tip. They also provide a recycle box for paper, glass & metal and a brown food waste bin. You must be particularly aware of the limits on rubbish when you move out.

15. ENERGY PERFORMANCE CERTIFICATES

In line with the new regulation brought into force on 1st October 2008, the energy performance certificates (EPC) on all our flats and houses are available to view on our website: www.penlane.co.uk. We would advise that we do not intend to carry out any of the recommendations suggested in these reports and you take the property on this understanding.

16. PARTIES

We are sorry but we have had to curtail these because of the numerous complaints from neighbours and the damage to the property.

17. GENERAL

Tenants are reminded that most of our flats are in older properties that have been converted and, as such, they can have drawbacks by comparison with newer University accommodation. The windows are mainly older type sliding sash which have to be retained under planning regulations, and these are prone to draughts, however the buildings have been treated against damp.

We look forward to meeting you to sign the contract, however if you should have any questions or reservations please do contact us. Neither yourself nor Penlane Ltd are under any obligation to proceed and may withdraw up until the contract is actually signed.