

Management Plan

Site: Harlequins, Exeter
Units: Up to 300
Expected Delivery: 2022

Date: 5th May 2020

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Introduction

1. Introduction

This is the Fresh Property Group (FPG) Management Plan for Harlequins, Exeter. This document set outs the key principles by which the building will be managed.

It is recognised that this Management Plan may form part of the Section 106 agreement.

1.1 Introducing the Co-Living Model

The rental sector in the UK is evolving as more people turn to renting as a credible housing solution, and as a lifestyle choice.

The new generation of renters are sophisticated consumers. They are looking for the complete rental package of well designed buildings with good facilities, great central locations and a professional management package designed around their lifestyle and needs.

The Co-living product delivers all of this through

- Buildings that are specifically designed to create a community and provide convenience living, that boast of well thought out social and amenity space and provide the comfort of being able to retreat to your own fully furnished private space at the end of the day
- Single ownership buildings that enable a cohesive approach to management and maintenance
- A professional management service that manages the building and the customer, completing the overall rental package
- Building managers and owners who have a stake in the local community, and who will want to engage positively with other key stakeholders

1.2 Our Approach

FPG is a leading expert in the purpose-built housing sector with an unrivalled track record, coverage and scale. The company turns great buildings into great places to live by offering a single source solution for our clients.

FPG offers a bespoke property and customer management system delivering a full online service for customers and a unique online booking system with live availability data. The company also offers end-to-end management services from pre-operational consultancy, marketing, facilities management through to operational management.

We will provide the full management service at Harlequins including; tenancy management, building management, health and safety and maintenance. We will also carry out the marketing, pricing strategy and lettings activities. FPG's onsite services will be delivered locally through directly employed site based staff. There will be an experienced and professional Accommodation Manager running the site.

Support is provided to the Accommodation Manager by our experienced Central Services department, who provide specialist and technical support, and a detailed delivery framework, ensuring consistency of service delivery in line with recognised good industry practice.

1.3 Our Size

FPG currently manages 59 sites throughout the UK and Ireland. We are currently mobilising 7 further sites for September 2019; this will increase our portfolio to 66 sites¹.

Our properties range from 61-600 rooms and include both shared cluster flats, studios and apartments.

1.4 Accreditation

As members of ARLA (Association of Residential Letting Agents), PRS (Property Redress Scheme) and ANUK (Accreditation Network United Kingdom), we are committed to maintaining our professional standards and are fully compliant with their codes.

In addition, we have our own Quality Assurance Framework which ensures that a broader range of service levels are achieved.

1.5 Core Management Principles

Our overall objective is to work with the Owner to deliver a well-designed building that is professionally managed. We provide a safe and secure home for tenants, in an environment that is conducive to socialising and integrates into the local community, contributing positively to the local housing provision in Exeter.

¹ As of August 2019.



General Management Plan

2. General Management Plan

2.1 Site Details

Harlequins is situated off Paul Street, close to good transport links and the city centre.

Harlequins is comprised of up to 300 units and has a management suite and a generous amount of amenity space where tenants can socialise and interact with one another, which is an important aspect of the Co-living model. The high specification and well-maintained facilities will assist in fostering a sense of community and providing tenants with a superior living environment.

The site will also include a hotel, whilst FPG will not be responsible for managing the hotel, we will be responsible for managing the areas that fall within the site boundary, but outside the hotels demise. The onsite team at Harlequins will work closely to build strong working relationships with the hotel and will share contact details for the site, including the out of hours contact number. They will also regularly meet with the hotel staff to discuss any concerns.

The units aim to be practically complete in the year of 2022. Therefore, planned delivery of units and intended occupancy will occur at the same time.

2.2 Tenant Profile

The site is ideally located to attract young professionals who are over 18 years old who work in or out of the City, with being centrally located and within walking distance to Exeter's main train stations. Children under the age of 18 will not be permitted to move into this property.

The cluster bedrooms are an attractive option for young professionals, but are open to all ages who want the option of having their own space, but still seek the community feel by sharing a kitchen.

The studios are an attractive housing option for professionals, who want the independence of living alone, but also like to have the option of being part of a community of likeminded individuals in a secure and managed environment.

2.3 Service Delivery

2.3.1 Staffing

It is anticipated that the on-site management team at Harlequins will consist of an;

- Accommodation Manager
- Assistant Accommodation Manager
- Customer Service Assistant
- Maintenance operative

It is envisaged that the team will work flexibly to accommodate the requirements of the customers. The site will be manned 24/7 with FPG covering 9:00am to 5:30pm Monday to Friday, providing a point of contact for;

- Reporting repairs
- Delivery and collection of parcels
- Tenant disputes and complaints
- Organising social events
- Provision of general local information and signposting to specialist services
- Marketing enquiries

The Accommodation Manager will lead the team and will be responsible for ensuring that a community is developed within the scheme through organising events for the tenants. Where events are held outside of office hours staff will adjust their shift patterns to cater for this.

The onsite staff will be supported by the Central Services Team who are specialists in; Marketing, Finance, Maintenance and Health and Safety. The Central Team creates the detailed framework for implementation at site level.

The Accommodation Manager will report to the regional Operations Manager. All members of the site team will receive full training, comprising of an induction, a Management Development Programme, monthly 1-2-1's with their manager, probation review and annual appraisals. New managers are 'buddied' with existing site managers, who will offer practical guidance and support. The site team will also have regular communication with, and support from the Marketing and Facilities Team.

All staff have annual key performance targets that cover hard KPI areas such as lettings and arrears, and softer KPI's i.e. customer satisfaction - including responding to neighbours queries/complaints within a set timeframe and building management.

Bonuses will be paid to staff based on performance against a range of KPI's ensuring attention to all areas of their role.

Community events and contact details

The creation of a thriving, strong, healthy and vibrant community in this building is important for customer satisfaction and also retention.

Regular events will be organised for tenants to help to create a sense of community. The following represents a non exhaustive list of the types of events that will be organised:

- Book clubs
- Running clubs
- Cycling clubs,
- Movie nights
- Quiz nights
- Cultural celebrations such as Halloween/ Christmas/ Eid etc

All events will be organised by the on site team who will be available at the reception desk or contactable via telephone/ email.

2.3.2 Out of Hours

The out of hours service will be provided by security personnel who are SIA accredited. We also ensure that there is a maximum of 2-3 dedicated Security Staff that become part of the Accommodation Team and are familiar to the tenants, rather than having a different person on each shift.

Security will provide an on-site presence at all times during the evening and night, when management staff are not present. They will be the first response for any emergencies, and will carry out regular patrols of the interior and exterior of the buildings. Therefore, there will be a presence onsite 24 hours a day, 365 days per year.

FPG has an escalation procedure to enable on site staff to contact senior staff in the event of significant incident occurring out of hours.

2.3.3 Tenancy Management System

To ensure that our service is transparent and accessible we use an online integrated Tenant Portal and Tenancy Management System (PEX).

PEX provides the interactive tenant portal and back office tenancy management operating system that will be used to manage Harlequins.

It highly automates key admin processes ensuring that onsite staff can focus on customer facing services, whilst still enabling central monitoring of activity.

Tenancy Agreement and Tenant Handbook

All tenants will sign an Assured Short Hold Tenancy Agreement (see appendix one) as prescribed by the Housing Act 1988. All tenants will be subject to appropriate

reference checks and Right to Rent checks (England) prior to signing the Tenancy Agreement. This process will be managed by FPG, with all documentation being made available to FPG who will be responsible for holding this information on their PEX management system.

The site will offer a range of tenancy lengths, with a minimum stay of 3 months, however longer tenancy periods will be offered and encouraged. The “fully-managed” approach to renting, with excellent customer service and access to communal amenity spaces, will make longer term rental periods more attractive to tenants.

Onsite management will be responsible for enforcing the Tenancy Agreement.

In addition to the Tenancy Agreement all tenants will have a welcome and induction session, and be provided with a guide to ‘Living at Harlequins.

The guide deals with questions the tenant may have whilst living with us and contains information on how to report repairs and pay rent. In addition, it provides guidelines on desirable behaviour in respect of:

- Refuse disposal
- Noise levels
- Move in / move out arrangements
- Use of car parking
- Policy and responsibility for visitors
- Use of communal areas
- Smoking policy
- Use of recreational drugs policy
- Pet policy

This document will encourage good neighbourliness and will serve to discourage any potential anti-social behaviour from our tenants.

2.3.4 Working with Neighbours

FPG strive to develop good relationships with neighbours and the local community.

Whilst the site is in mobilisation, the onsite team where possible will keep neighbours and the local community up-to-date with the progress of the build, through attending community meetings as required. Once the Scheme is operational, the onsite team will invite neighbours and members of the local community to the site, where they will see aspects of the building. Whilst visiting the site the onsite staff will share with them the site contact details and out of hour’s mobile number, should they have any queries or concerns. The onsite team

will also produce a newsletter which will keep local residents up-to-date with the progress of the build, this will be displayed in a prominent location at the site.

The onsite team at the site where possible will offer to host community meetings and encourage tenants to participate in community projects.

In other areas of the UK, we have examples of where FPG have successfully integrated a scheme within the community. For example, we would regularly host meetings with local businesses and residents, where they would meet some tenants and get an understanding into the nature of a co-living scheme.

Should any complaints arise about the site from the local community or neighbours the complaint procedure below will be followed.

2.3.5 Complaints Procedure

FPG are committed to providing excellent customer service to all of our tenants, neighbours and local businesses. In the event that a complaint is received, the management team will follow a complaints procedure, which outlines the following;

- What a complaint is
- What tenants/neighbours/local businesses can and can't complain about
- How tenants/neighbours/local businesses can complain
- What the timeframe is for making a complaint
- How to log a complaint
- What the process is after making a complaint

2.3.6 Management of Anti-Social Behaviour

FPG operates a 3-tier escalation process (see appendix two) to deal with anti-social behaviour.

Any Anti-Social Behaviour such as excessive noise will be actively managed by our site management team and in line with our internal procedure, the procedure outlines the following;

- The different types of Anti-Social Behaviour
- Details of how we become aware of Anti-Social Behaviour
- What do you need to do if you become aware of Anti-Social Behaviour
- How to investigate incidents of Anti-Social Behaviour
- How to log & record Anti-Social Behaviour
- What sanctions can be taken to deal with Anti-Social Behaviour

Communal areas will be managed as follows;

- Access control and CCTV to individual blocks, amenity spaces, bike stores, refuse stores, external perimeters within the site and the pocket park
- These areas would be subject to 24 hour recording of CCTV. The onsite security will be able to monitor the live CCTV feed and if required the onsite management team will have the authority to review recorded CCTV footage.
- The CCTV system will be a deterrent to potential anti-social behaviour, which could give rise to disturbance both within and outside of the buildings.
- Areas which are sensitive in terms of sound, or disturbance to other tenants, would be sealed utilising the door-entry system

2.3.7 Dealing with Breaches of Tenancy

Where individual tenants are not complying with the terms of their tenancy, or are behaving in a way that is disruptive to their neighbours, the management team will be on hand to deal with matters initially in an informal way, and then through formal enforcement using due process if necessary.

2.3.8 Security and Incident Management

Creating a safe and secure living environment is an intrinsic element of the building design. Security arrangements at Harlequins include access control to prevent unauthorised persons entering the building, and CCTV to key vulnerable areas, including; entrances, common areas, the pocket park and the bin store.

The Accommodation Manager will be on site during the day and early evening, and all tenants and local residents will have a contact number for out of hours' emergencies. The out of hours' emergency contact number will be clearly displayed and visible at all times from outside of the building.

The security contractor will be supported by the Accommodation Manager who is on-call for immediate telephone support or if required will come out to deal with an emergency or police situation.

FPG has disaster management procedures to deal with any serious issues in respect of the building or people, with a built in escalation mechanism based on the seriousness of the incident.

FPG will proactively foster good relationships with the emergency services, and in particular the local police.

2.3.9 Statutory Compliance

To ensure full compliance with legislation and good practice, FPG use an online management system, The Action Manager (TAM) to monitor and record all statutory compliance, testing and certification.

We use external consultants to carry out relevant Risk Assessments following industry guidelines to ensure legal compliance and the safety of our tenants and buildings.

2.3.10 Maintenance & Repair Standards

Tenants can report repairs within their apartment via our online tenant portal, and the building management team will regularly inspect communal areas to pick up any maintenance items.

FPG will ensure the individual apartments, the building and external areas are well maintained by utilising a combination of in house staff for small works and caretaking duties, and external contractors for larger more complex works.

All contractors will be from the FPG approved list of contractors, whose credentials have been checked and who have provided satisfactory references. Where necessary, a permit to work system will be utilised to ensure the safety of contractors, tenants, staff and visitors.

2.3.11 Cleaning

Tenants will be responsible for cleaning their own studio along with the kitchens within their cluster flats.

FPG will clean all common areas as listed below on a scheduled basis, which is published to the tenants.

Area	Frequency
Reception/foyer	Daily
Amenity spaces	Daily
Corridors	Weekly
Staircases	Weekly
Lifts	Daily

Windows	Annual
Deep cleans	Annual

Deep cleaning and window cleaning will be carried out by specialist contractors and tendered annually.

Local 3rd party providers will be sourced who can offer additional services to our tenants to enhance their experience. Such examples of this include suppliers who are able to provide tenants with bedding packs on arrival or ongoing cleaning and linen changes in their flats.

2.3.12 Post and Deliveries

General post will be delivered to each letterbox by the postal service.

Delivery drivers will access the development from Paul Street and park in a location nearest the management suite. They will then leave the delivery with the individual, or with a member of the site management team. The building management team will provide a parcel receipt service should a tenant not be at home to accept a delivery.

2.4 Third Party Services

2.4.1 Laundry

The on-site laundry will be provided at Harlequins by Circuit on a lease basis. The laundry will be open to tenants 24 hours a day, 7 days a week and contains both washing machines and dryers. The machines will be operated using a top up card which can be topped up online using a debit/credit card or via an app that tenants can download to their smartphone. Tenants can also view online how busy the laundry room is to ensure there is an empty machine before taking their washing down.

2.4.2 Information Technology

Tenants will receive a high-speed broadband and Wi-Fi service provided by an internet service provider to ensure there is excellent internet connectivity. The service also offers unlimited upload/download, data backup storage, Freeview TV, a dedicated tenants portal and a free 24/7 helpdesk.



Travel Plan

3. Travel Plan

3.1 Travel and Car Parking

Harlequins is located in a central location in Exeter with good transport links. The site will be car free and therefore there will be no tenant car parking available on site.

Harlequins will accommodate numerous cycle spaces in a secure, purpose built bike store.

3.2 Move-in and Move-out

As there will be a range of tenancy lengths the moving in and out of tenants will be staggered throughout the year. Tenants who are due to move into Harlequins will book an arrival date and time using the Online Tenant Portal or by speaking with the building management team. By booking our tenant's arrivals, FPG will manage the flow of move-in's and minimise any disruptions to the local area in terms of traffic and parking.

The units at Harlequins are furnished, which will result in a 'light move in' as tenants will not have to bring large and heavy pieces of furniture to the property. Tenants are therefore less likely to need large moving Vans or Lorries which could create traffic disruptions. The building management team will assist to manage the move in and ensure that any cars or vans are parked in the designated spaces and are not blocking traffic or causing any problems to the surrounding area.

Move out will be handled in much the same way as move in. Tenants will book their departure time with the building management team so that any moving Vans or Cars will not disrupt traffic in the surrounding area.



Waste & Recycling Plan

4. Waste Management Plan

The bin store at Harlequins will have a mixture of 1100 litre wheeled Eurobins for general waste, 1100 litre Eurobins for glass and 1100 litre Eurobins for mixed/recyclable waste.

It will be the responsibility of each tenant to take their own refuse down to the bin store using the lifts or staircase as and when required and place refuse in the wheeled Eurobins provided.

The bins will be collected by the local authority. All bin stores are located on the ground floor within each block.

To assist in maximising the recycling and recovery of waste and thus minimise waste disposed to landfill, storage will be provided for recyclable waste within each studio and cluster room and also within the bin stores.

Recyclables including paper, cardboard, cans, plastics and bottles will be stored in a proportion of the bins provided. These will be clearly labelled to advise the occupants about what materials can be recycled in the recyclable waste bins.



Health & Safety and Fire Management

5 Health and Safety and Fire Management

FPG believes that ensuring the health and safety of staff, tenants, visitors and all relevant persons is essential.

We are committed to:

1. Preventing accidents and work related ill health.
2. Compliance with statutory requirements as a minimum.
3. Assessing and controlling the risks that arise from our work activities.
4. Providing a safe and healthy environment.
5. Ensuring safe working and management methods.
6. Providing effective information, instruction and training.
7. Consulting with employees, tenants and visitors on health and safety matters.
8. Monitoring and reviewing our systems and prevention measures to ensure their effectiveness.
9. Setting targets and objectives to develop a culture of continuous improvement.
10. Ensuring adequate resources are made available for health and safety issues, so far as is reasonably practicable.

A bespoke Fire Safety Management System will be developed for Harlequins in conjunction with the architects and design team.



Appendices

Appendix One - Tenancy Agreement



Assured Shorthold Tenancy

Managing Agent

Fresh Property Group

(Five Nine Living is a brand operated by the Fresh Property Group)



Assured Shorthold Tenancy Agreement

Date of Agreement

00–Mon–20XX

This is an agreement for a fixed term assured shorthold tenancy between the Landlord and the Tenant.

Fresh Property Group	Fresh Property Group, 7-9 Swallow Street, London WIB 4DE. Telephone: 0114 399 0242
Managing Agent	(Five Nine Living is a brand operated by the Fresh Property Group)
Landlord	[Landlord Company and full Address]
Tenant	[Name] [Previous address]
Building	[Site address]
Apartment	[Apartment number]
Tenancy period	Beginning on xx-xx-xxxx Ending on xx-xx-xxxx
Deposit	£xxx.xx Safeguarded by the Tenancy Deposit Scheme
Tenancy Deposit Scheme address / contact & holder	The Dispute Service Limited, PO Box 541, Amersham, Bucks HP6 6ZR. Telephone: 0845 226 7837; Email: deposits@tds.gb.com; Fax: 01494 431 123
Agreed Monthly Charges	[Additional Charges]
Rent	£xxx.xx per month, payable in advance on the (x) of each month



What I promise to do

A

Money Matters

- A1** I will pay the full Rent for the whole Tenancy Period, on the dates that appear on page 1, without formal monthly payment requests from the Landlord or Managing Agent. Please refer to section C which details the outcome of 'Breaking the Contract'.
- A2** I also agree to pay when requested:
- reasonable cleaning, redecoration, repair and replacement costs which will be added to my account if identified as being required after each inspection or other event.
 - Damage charges per clause A9 if I don't clean the Apartment, or damage something
 - extra costs the Landlord pays if I breach the terms of this Tenancy (including legal fees and court costs)
 - Late Payment Fees which will be applied after 14 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.
 - on demand, the additional charges for electricity, cold water and broadband
- A3** If I don't pay a bill on the agreed due date, the Landlord can:
- cancel discounts
 - and if I continue not to pay the landlord may pass my details to a debt collection agency, whose activities will be charged to my account.
- A4** I will pay the correct council tax, and reimburse the Landlord if I don't.
- A5** I will pay my TV License.

Looking after the place

- A6** I agree that the Apartment is in good condition, unless I tell the Managing Agent in writing within 48 hours of moving in.
- A7** I will keep the Apartment in as good a condition as when I moved in. But I'm not responsible for:
- normal wear and tear
 - anything the Landlord's responsible for under section 11 of the Landlord and Tenant Act 1985
 - damage covered by the Landlord's insurance policy



- A8** I won't:
- mark or change the Apartment's décor, without obtaining permission from Fresh Property Group first
 - change the Apartment's fabrics or surfaces
 - flush sanitary items down the toilet
 - pour oil or grease down the drains (or anything likely to block them)
 - or take any Apartment Item which is included within the inventor
- A9** Any of the above may occur a further charge from your landlord.
If I:
- stick or 'blu-tack' anything on the walls
 - pin, nail or screw anything into the walls
 - I will ensure that I will make good any marks or damage before I leave. I understand that if I don't, then the costs for doing this will be deducted from the Tenancy Deposit
- A10** I will personally keep my Apartment and its items clean and tidy.
- A11** I am responsible for any Building damage I cause (including the Apartment and all furnishings, fixtures and fittings).
- A12** If I don't keep the Apartment hygienically clean and tidy; block the drains, or damage any Item or part of the Apartment or other part of the Building (including furnishings, fittings or equipment), the Landlord can:
- charge reasonable cleaning, redecoration, repair and replacement costs,
 - and deduct those charges from the Tenancy Deposit under the rules in Schedule 4 (if there isn't enough Deposit, I'll pay the difference)
- A13** If the damage was caused with other people, 5-9 Living will assess how much I'm responsible for.
- A14** I will report any damage in writing to the Managing Agent as soon as possible, and won't try to repair anything myself. The Managing Agent will not be responsible for repairing any items that I have not reported.

Making myself at home

- A15** I will move into the Apartment during the first 4 weeks of the Tenancy Period.
- A16** I will be the only person living in the Apartment. I won't assign the Tenancy, sublet the Apartment, or let other people share or live in it.
- A17** I will not leave the Apartment unoccupied for more than (28) days without giving notice to the landlord in writing.
- A18** If I want to hold a large gathering, I can privately hire the communal social space at an additional cost.
- A19** I will use the Apartment only as a private residence.



Being a good neighbour

- A20** I won't smoke or use electronic cigarettes anywhere in the Building, and instead use the designated external smoking area.
- A21** I will not bring into or keep in the Building:
- pets or animals
 - illegal drugs, legal highs or similar substances not prescribed by a medical practitioner
 - weapons or imitation weapons
 - liquid or gaseous fuel
 - noxious or explosive substances
 - gas, paraffin or gas heater or cookers
 - objects that burn with a naked flame or smoulders, including, but not limited to candles, oil lamps or incense burners
 - furniture or electrical equipment that doesn't meet current British Standards and statutory regulations
 - bicycles (except in designated areas)
- A22** In the Building or Apartment, I won't:
- take part in anything unlawful
 - cause a nuisance or annoy neighbours
 - prepare food outside the kitchen
 - use a deep-fat fryer
 - play any radio, music player, television or musical instrument, or sing in a way that disturbs or annoys neighbours or can be heard outside the Apartment
 - harass or threaten to harass anyone on the grounds of race, colour, religion sex, sexual orientation or disability, or for any other reason
 - be, or threaten to be, violent or abusive or act in an intimidating manner
 - tamper with fixtures, fittings and equipment, including the heating and lighting, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and windows
- A23** Dry my laundry on the Apartment's heaters, or hang them so people outside can see it.
- A24** Compromise security by leaving windows or doors open when I'm not in the Apartment, put security doors 'on the latch' or let unauthorised visitors tailgate.
- A25** Obstruct Common Areas.
- A26** Let rubbish accumulate, but will take my Apartment's rubbish out at least once a week, and put it in the area designated by Fresh Property Group
- A27** Park on or near the accommodation, unless I've been allocated a parking space.
- A28** Waste energy - I will take reasonable steps to be energy efficient, turning lights and equipment off when they're not in use.
- A29** Use fire escapes unless there's an emergency.
- A30** I am responsible for guests I invite into the Building and Apartment, and will make sure gatherings in the Building respect the Tenancy Agreement's terms.



Insurance Matters

- A31** I won't do anything that might invalidate the Building insurance policy or increase the insurance premium.
- A32** I am responsible for insuring my own belongings.

Giving people access

- A33** I will let the Landlord, its Managing Agent and their respective employees, Agents and contractors into the Apartment at reasonable times, so long as they give 24 hours' notice (except in an emergency):
- to inspect the Apartment's condition
 - to carry out works
 - to perform their obligations under this Tenancy Agreement
 - and to show prospective Tenants around if notice has been given
- A33** I will pay the charge to replace a lost or damaged key card (stated in the Welcome Pack).

Leaving on good terms

- A34** When the Tenancy Period's over I will:
- give the Landlord vacant possession
 - return all the keys, fobs and other passes
 - remove my personal belongings and rubbish
 - and leave the Apartment clean and tidy; cleaning surfaces, cupboards, fridges, cookers, microwaves and other equipment – and sweeping, washing and vacuuming the floors
- A35** I will reimburse the Landlord for removing, storing, selling or disposing of any personal possessions I leave in the Apartment or Building at the end of the Tenancy Period.

Providing the right information

- A36** I haven't provided false or misleading information, or made a false statement to become a Tenant.
- A37** The Landlord/Managing Agent can hold and process my personal information (including sensitive personal data) to perform its duties. This may include telling third parties about the Tenancy Agreement (including the Tenancy Deposit Protection Scheme, Law Enforcement, Guarantors and Family Members).
- A38** I will report and give a statement to 5-9 Living about any accidents or incidents in or around the Building as quickly as possible.



B

What the Landlord promises to me:-

- B1** If I pay the Rent and uphold this Tenancy Agreement, I can quietly enjoy the Apartment without interference.

Insurance matters

- B2** The Landlord will insure the Building against fire and other reasonable risks, so long as commercial insurance cover is available at commercial rates.
- B3** The Landlord and 5-9 Living are not liable for any loss or damage to my personal possessions.

Looking after the place

- B4** The Landlord will, subject to B5 below:
- a. keep the Building's structure, exterior (including windows) and Common Areas in good repair
 - b. keep all the Service Media in good repair, including:
 - basins, sinks, showers, toilets and waste pipes
 - electric wiring, including sockets and switches and water pipes
 - and water heaters, fitted wall heaters and central heating systems
 - c. keep all Apartment Items in good repair, but shall not be obliged to repair unless the disrepair has been reported to the Landlord or Managing Agent in writing
 - d. keep the Building's Common Areas clean and properly lit, and lifts working
 - e. keep the laundry facilities in good repair
 - f. make sure all furniture and electrical equipment complies with the relevant statutory regulations
 - g. and provide reasonable heating, hot and cold water, and electricity supply,
 - h. make sure that the IT services to the building are working
- B5** The Landlord will not be responsible for temporary interruptions to services for reasons beyond their control, but will try to fix the problem as soon as possible.

Letting me in

- B6** The Landlord gives me access to the Common Areas so I can get into the Apartment and any common areas

C

Breaking the contract

- C1** The Landlord has the right to re-enter the Apartment if :-
- a. The rent has not been paid for 21 days after becoming payable whether it has been formally demanded or not
 - b. I am declared bankrupt under the Insolvency Act 1986
 - c. I have breached this Tenancy Agreement or



- d. Any of the grounds 2, 8, 10–15 and 17 of Schedule 2 of the Housing Act 1988 (as amended) occur (including not paying rent, breaching this Tenancy Agreement, annoying neighbours and illegal activity)
- C2** The Landlord may terminate my Tenancy Period early with at least two months' notice if the Apartment is destroyed or uninhabitable because of fire or another event, and it's taken longer than two months to move back in.
- C3** The provisions within this section do not affect my rights under the Protection from Eviction Act 1977. The Landlord cannot evict me without an order from the court.
- C4** If the Landlord repossesses my Apartment or terminates my Tenancy, it doesn't affect claims against me for breaching this Tenancy Agreement.

D

Temporary Accommodation

- D1** If emergency repairs are required the Landlord can move me to a temporary suitable accommodation, so long reasonable notice is given.

E

Checking my credit

- E1** The Landlord can pay to check my credit rating using the details I've provided. If it comes back negative, the Landlord can:
 - a. ask for a guarantor to be responsible for the Tenancy Agreement,
 - b. ask for full payment in advance
 - c. or cancel my Tenancy Agreement

F

Getting in touch

- F1** The Landlord will serve notice on me by hand or first-class post to the Apartment address, the address on page 1 or another address I've given to Fresh Property Group
- F2** I will serve notice on the Landlord by hand or first-class post to the address on page 1.
- F3** Notices served by hand will be deemed served on the next working day after they are delivered or posted.



G

My right to rent

G1 I must to prove my right to rent. When I collect the keys, I will bring the following documents, for the Landlord to keep on record:

- a. one document from List A
- b. or Two documents from List B
- c. or a Positive RTR Notice from the Landlord Checking Service

List A

- Passport
- National ID card
- Unexpired permission to stay in UK
- Home Office registration certificate
- Permanent residence permit
- Biometric immigration document
- Naturalisation certificate

List B

- Full UK birth or adoption certificate
- Government department letter
- Letter from British passport holder
- Letter from employer, police, armed forces or prison services
- Driving licence
- Firearm/shotgun licence

G2 I am happy for the identification to be checked and a copy held with the Home Office.



Schedule 1

What it all means

1. Throughout this Tenancy Agreement, the following terms have specific meanings:
 - "Building" includes buildings, grounds, car park, driveways, footpaths and landscaped areas,
 - "Common Areas" includes external grounds, car parks, driveways, footpaths and landscaped areas, along with internal spaces such as the laundry room, common room, cycle store, halls, corridors, staircases, lifts and landings,
 - "House Rules" are the behaviours in Schedule 3 and any revisions or additions the Landlord/Managing Agent makes for the benefit of the Building,
 - "Inventory" is the list in of contents of the Apartment given to me by the Landlord,
 - "Rent" means the monthly rent set out in this agreement (which includes an element of the building's management service charge) and any other sums due to the Landlord,
 - "Apartment" is stated on page 2 and includes furnishings, fixtures and fittings, carpets, doors and internal glass and excludes the Service Media,
 - "Apartment Item" refers to everything listed in the Inventory,
 - "Service Media" refers to the central heating and hot water systems, electrical supply, drainage and water services, and data or phone services,
 - "Shared Area" refers to corridors including furnishings, fixtures and fittings, carpets, doors and internal glass – but excluding Service Media,
 - "Utilities" includes electricity, water supply, foul water disposal and broadband internet
 - "Working Day" is any day other than Saturday, Sunday and bank or public holidays.
 - In writing includes both faxes and email, to the number/email address provided by the Landlord/Managing Agent/Tenant from time to time.
2. If the Tenant is more than one person, they are liable both individually and together.
3. "Landlord" and "Managing Agent" includes any person or company who may legally hold the title.
4. References to statutes include modifications, extensions and re- enactments, and subordinate legislation.
5. The "Schedules" form part of this Tenancy Agreement and shall have effect as if set out in the body at the Tenancy Agreement. Any reference to the Tenancy agreement includes reference to the Schedules.

Schedule 2

What's in the Apartment

The apartment will have a full inventory which will be detailed within your welcome pack, and on the on-line customer portal.

Schedule 3

House rules

- Alcohol can be consumed in the Common Areas. Please act responsibly and respect the space's other users.



- Window restrictors and door closers are fitted for your Health and Safety. If you tamper with them, you'll be charged a fee each time a staff member resets them.

Schedule 4

The deposit

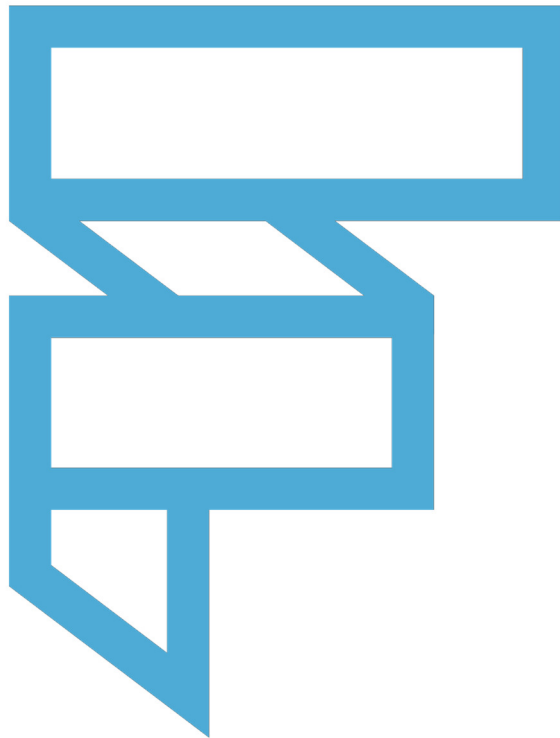
At the beginning of the Tenancy Period:

1. I will have already paid the Deposit to the Landlord.
2. The Deposit will be held by the Tenancy Deposit Holder (a member of the Tenancy Deposit Scheme) any interest earned will belong to the Landlord, the Deposit is held as security against:
 - a. any damage to the Building or Apartment, and their fixtures, fittings, Apartment Items which I'm responsible for under clause A8
 - b. and any Rent or other money due that I've been notified about, under the Tenancy Agreement
3. The Deposit is safeguarded by the Tenancy Deposit Scheme.
4. I have been provided with the information prescribed by statute, at Annexure 1.
5. My deposit will either be refunded to me or an amount deducted by the Landlord. The provisions relating to disputes are included at Annexure 1, in the leaflet 'What is the tenancy Deposit Scheme'.

Schedule 5

Getting connected

Please refer to your broadband provider for up-to date information about service upgrades. This information can be found within your 'Welcome Pack'



Head Office

7-9 Swallow Street, London,
W1B 4DE

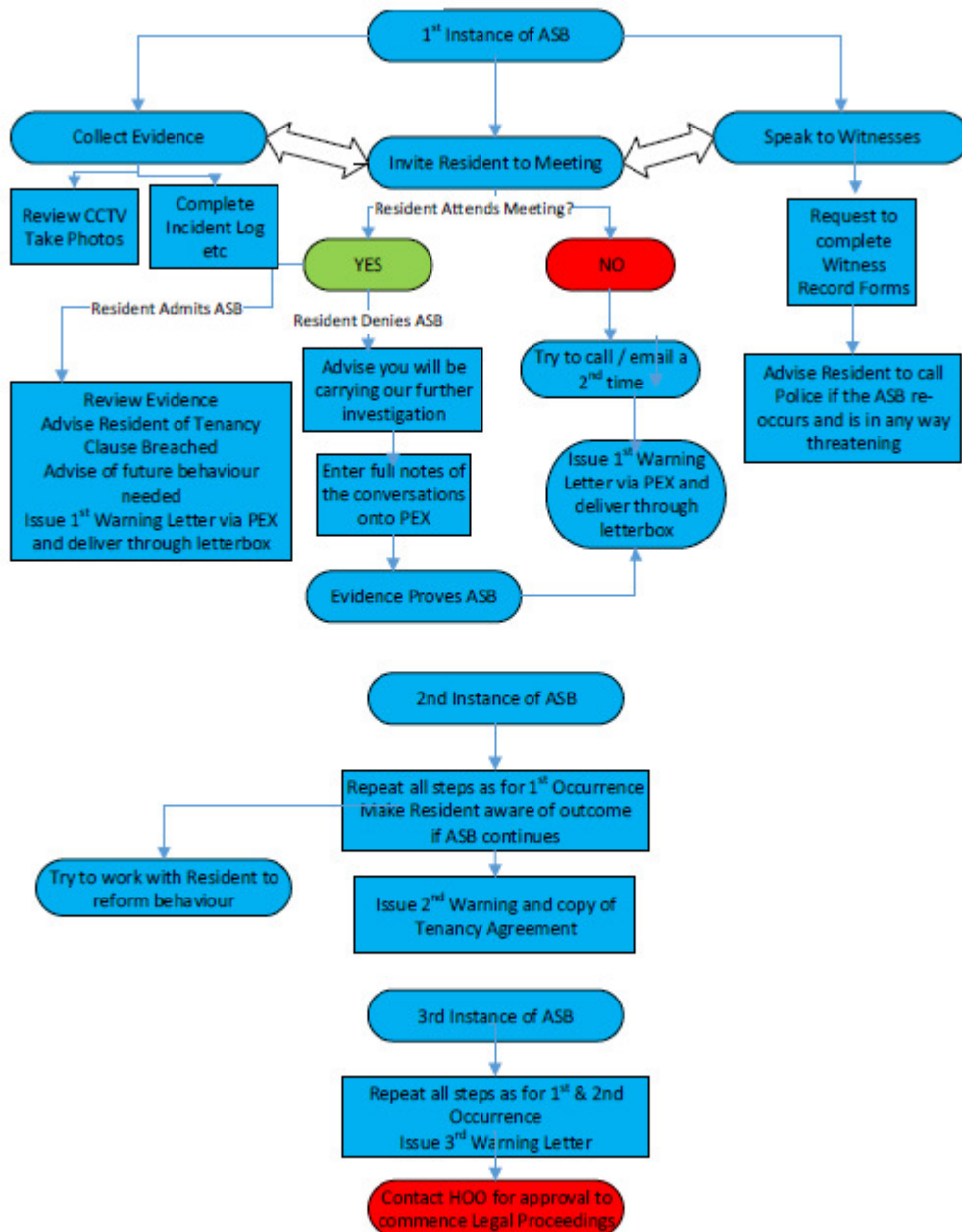
Hello@fivenineliving.co.uk
fivenineliving.co.uk

Appendix Two - Anti-Social Behaviour Procedure

Procedure for Managing Anti-Social Behaviour



		Noise	Smoking	Rubbish Disposal	Tampering with Fire Alarm	Malicious Damage	Harrasement / Bullying	Illegal Activity
1st Incident	Face to Face Meeting	Yes	Yes	Yes	Yes	Yes	Yes	Inform the Police and inform your HOO
	Issue Warning Letter	Yes	Yes	Yes	Yes	Yes	Yes	
	Recharges	X	X	Yes	Yes	Yes	X	
2nd Incident	Face to Face Meeting	Yes	Yes	Yes	Yes	Yes	Yes	
	2nd Warning Letter	Yes	Yes	Yes	Yes	Yes	Yes	
	Recharges	X	X	Yes	Yes	Yes	X	
3rd Incident	Face to Face Meeting	Yes	Yes	Yes	Yes	Yes	Yes	
	3rd Warning Letter	Yes	Yes	Yes	Yes	Yes	Yes	
	Recharges	X	X	Yes	Yes	Yes	X	



Revision History

Issue	Date of issue	Description	Author
1.0	19/09/2019	First Draft	Amy Simpson (AES)
2.0	26/09/2019	Second Draft	Amy Simpson (AES)
3.0	07/10/2019	Third Draft	Amy Simpson (AES)
4.0	05/05/2020	Fourth Draft	Kirpal Rehinsi (KR)