

# Bills Included Agreement

This is a supplementary agreement to the Assured Shorthold Tenancy Agreement

# **IMPORTANT NOTICE**

This bills included agreement creates a binding legal contract. Please ensure you have read and understood the tenancy agreement and this bills included agreement fully before signing it. If you do not fully understand the nature of either agreement, then it is recommended that you take independent legal advice before signing.

If there is anything in this agreement you are not sure of please don't hesitate to contact me:

Johann Rowan 07941278177 manchesterstudentproperty@gmail.com This document is supplementary to the Tenancy agreement for Flat 1, 37 Filey Road, Fallowfield, Manchester, M14 6GG signed by the tenants and is only applicable for so long as that tenancy is in place.

# Additional bills included amount and period

£216.67 per month (equivalent to £25 per person per week / £108.33 per month) due with the rent on the 1st of the month for the period of the signed tenancy agreement.

## Utilities included in the amount

Gas, electricity, water, telephone line rental, Broadband and TV license as per the terms and conditions below.

## Terms and conditions

- 1. The tenants agree to use a fair, reasonable and acceptable amount of energy during their tenancy and to ensure anyone else in the household or visitors to the property do the same.
- 2. The landlord has the right to set the heating at a comfortable level for the tenants, who agree not to tamper with the heating controls without the consent of the landlord. The landlord reserves the right not to heat the property during the warmer months.
- 3. The tenants agree to provide a meter reading by email to manchesterstudentproperty@gmail.com for both gas and electricity on the 1st of every month and whenever requested to do so by the landlord.
- 4. The landlord will be able to decide which suppliers to use and the tenants may not change supplier without written consent from the landlord.
- 5. If the combined gas and electricity usage for any month period totals between £200 and £400 the landlord will warn the tenant of excessive use, after 2 warning the landlord has the right to cancel this agreement.
- 6. If the combined gas and electricity usage for any month period exceeds £400 the landlord has the right to cancel this agreement immediately and the tenants are to repay the landlord any amount over the £400.
- 7. No electric heaters, air conditioning units, other heavy energy consuming devices or replacement of low energy bulbs with bulbs of a higher wattage are allowed in the property, discovery of such within the property without the written consent of the landlord constitutes a breach of this agreement.
- 8. Phone calls from the provided telephone line required for the broadband are not included in the price and is strictly not allowed, any calls will constitute a breach of this agreement.
- 9. The landlord is not responsible and will not provide any compensation for any failure in service caused by one of the suppliers or their equipment, he will however endeavour to help resolve any problems quickly to minimise any inconvenience caused to the tenants.
- 10. The unlimited broadband will be subject to the supplier's fair usage policy and any costs incurred to the landlord for excessive usage will be passed on to the tenant. The landlord will forward any warnings received for excessive usage it receives from the suppliers to the tenants. Please see attached the extra broadband T&Cs.
- 11. Any breach of these terms and conditions gives the landlord the right to choose whether to cancel this agreement immediately or not at his discretion.

12. If the landlord chooses for this agreement to cease due to excessive usage or any other breach as set out in these term and conditions or if in agreement with the tenants then the tenants will become liable for all utilities from the last month, including the pro-rata amounts for the remaining months of the tenancy for any bills or other costs paid in advance by the landlord. Cancellation of this agreement will not affect the tenancy in any other way i.e. the tenancy agreement will continue and the monthly rent of £693.33 will still be due on the 1st of every month.

SIGNED BY:	
The Landlord	
Johann Rowan	Date
The Tenant	
Tenant Name 1 (lead tenant)	Date
Tenant Name 2	Date

# **Broadband terms and conditions**

## Introduction

Please ensure that anyone using your account to access the broadband services agrees with this policy and is aware of their obligations under it. These terms and conditions are in addition to those of the broadband service provider to which you also implicitly agree by using their service.

## Banned activities

- 1. Unlawful, fraudulent, criminal or otherwise illegal activities.
- 2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person.
- 3. Sending or uploading unsolicited emails which advertise or promote materials, offer to sell any goods or services, or conduct or forward surveys, contests or chain letters.
- 4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by the landlord, supplier or any other internet user or person.
- 5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person.
- 6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.
- 7. Anything that may disrupt or interfere with the network or services or cause a host or the network to crash.
- 8. Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network.
- 9. Granting access to your Broadband Service to others not authorised by you.
- 10. Circumventing the user authentication or security process of a host or network.
- 11. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
- 12. Monitoring or recording the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises.
- 13. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot belegally collected, streamed, distributed or accessed.

# Security

You are responsible for ensuring that your usernames, passwords and login details for any broadband service or equipment remain confidential so that the network cannot be used by any unauthorised person including, but not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either

of the above. You shall not disclose these credentials to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network. You must immediately advise us if you become aware of any violation or suspected violation of these security provisions.

## Other users

You are responsible for all uses made of the Broadband Service through your account (whether authorised or unauthorised) and for any breach of this policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that the landlord is not responsible for any of your activities in using the network. Although the internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via the Broadband Service is appropriate for children or others in your household to view or use.