

Assured Shorthold Tenancy Agreement 2019-20

BETWEEN:

[BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 Limited ("the Landlord") care of Victoria Hall Management (UK) Limited (company number 07970798) The Old Dairy, 14 Regent Street, Plymouth, PL4 8BA, trading as HOST]

and

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("the Tenant") of

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|----------------------------------|
| (insert home address of student) |
| |
| Post Code |

1. PREMISES

The Landlord agrees to let and the Tenant agrees to take a tenancy of a room ("the Room") within a flat ("the Flat") or a tenancy of a studio ("Studio") (as applicable) within The Old Dairy, 14 Regent Street, Plymouth, PL4 8BA ("The Old Dairy") together with the right (where applicable) to use in common with all other persons authorised by the Landlord any common facilities within the Flat and the Building for a term commencing on 14th September 2019 and expiring at 12 noon on 11th July 2020 for 43 week contracts, or at 12 noon on 5th September 2020 for 51 week contracts ("the Contractual Term").

2. THE RENT AND OUTGOINGS

2.1 The Tenant shall pay to the Landlord the Rent for the Contractual Term and such Rent shall include:

- (a) water and sewerage charges, contents insurance, internet and gas (where applicable); and
- (b) where a Room is let, a fair and reasonable proportion as determined by the Landlord of the electricity charges incurred by the Flat ("the Tenant's Share") up to the value of £300 (or pro rata for a contractual term of less than one academic year), or
- (c) where a Studio is let, the electricity charges for the Studio up to the value of £300 (or pro rata for a contractual term of less than one academic year)

2.2 The initial payment of £250 is payable on the signing of this Agreement and this will be deducted from the total payment of Rent (as appropriate) due in accordance with clause 2.3 and:

- (a) where a Room is let, if the Tenant's Share of the electricity charges during the tenancy exceeds £300 (or such lesser amount pro rata where the Contractual Term is less than one academic year), to pay to the Landlord a fair and reasonable proportion as determined by the Landlord of all further electricity charges incurred by the Flat upon receiving a written demand from the Landlord; or
- (b) where a Studio is let, if the electricity charges during the tenancy exceed £300 (or such lesser amount pro rata where the Contractual Term is less than one academic year), to pay to the Landlord all further electricity charges incurred by the Studio upon receiving a written demand from the Landlord

2.3 The Rent is payable:

- 2.3.1 in advance, (provided that a guarantor as identified in any guarantor agreement to be entered into (the "Guarantor") is a UK resident and further provided that a guarantor will be required for all tenants under the age of 18) either in one lump sum payable on the 1st of August 2019 or by three instalments, payable as follows: the first is payable on 1st August 2019, the second is payable on 6th January 2020, and the third is payable on 10th April 2020, provided further that if such first or second instalment is not paid on the date that it falls due, then the remaining instalment(s) shall be payable forthwith; or
- 2.3.2 if the tenant has no Guarantor resident in the UK by one lump sum due on the signing of this Agreement

2.3.3 or (provided that the Tenant signs up to either Housing Hand or UK Guarantor Services) by monthly instalments due on the 1st of each month payable in advance commencing on 1st August 2019

2.4 The Tenant agrees:-

- (a) to pay the Rent in advance on the due dates by bankers order, debit card or credit card to any bank account that the Landlord may from time to time nominate; and
- (b) to pay interest on the unpaid amount of any sum due to the Landlord which is not received on the due date for the period beginning on the due date until the date it is received in cleared funds

2.5 interest under clause 2.4 is 4% above the base rate of Lloyds Bank and is calculated on a daily basis

2.6 The Tenant shall pay for a television licence for the Room or Studio (as applicable) if such a licence is required.

2.7 The Tenant shall comply with all laws and recommendations of any relevant suppliers relating to the use of any services and utilities

3. USE OF THE PROPERTY

The Tenant agrees with the Landlord as follows:-

3.1 To use the Room or Studio (as applicable) only as a single private residence for occupation by the Tenant personally and not to allow visitors to remain in the Room or in the Flat or Studio (as applicable) overnight unless the Tenant has registered the visitor at reception and obtained the Landlord's consent to the visitor remaining in the Room or the Flat or Studio (as applicable) overnight such consent not to be unreasonably withheld or delayed provided that no overcrowding occurs and (where applicable) the other occupiers of the Flat do not raise any objection

3.2 The Tenant shall not:

- 3.2.1 use the Room Studio Flat or Building for the purposes of conducting a business
- 3.2.2 keep any pets or other animals on or in the Room Studio Flat or Building without the prior written consent of the Landlord
- 3.2.3 play or use any musical instrument or television radio or other means of reproducing sound so that the sound is audible outside the Room Flat Studio or Building
- 3.2.4 connect to the telephone line the internet or any other systems
- 3.2.5 store bicycles in the Room Flat Studio or Building but to store any bicycle in the designated bicycle areas of the Building only and in the event of the Landlord removing any bicycle stored in breach of this clause to pay to the Landlord within 7 days of written demand £25 before the release of the bicycle to the Tenant
- 3.2.6 store or keep or use any unlawful substance or materials in the Room Flat Studio or Building at any time and to report to the Landlord or any of its employees the presence of any such unlawful substance or materials
- 3.2.7 keep store or use in the Room Flat Studio or Building any

inflammable or dangerous articles, any lighted candles electronic cigarettes incense sticks shisha pipes naked flame appliances portable heater lamp or other portable apparatus fed by paraffin or liquid gas and to comply with all of the Landlord's requirements relating to fire safety as set out in the Fire Safety Agreement which is available for inspection at the relevant onsite management reception

- 3.2.8 keep or use in the Room Flat Studio or Building any electrical heating and/or electrical cooking equipment and/or multiway adaptors;
- 3.2.9 bring into or keep in the Room Flat Studio or Building any other electrical items ("the Items") unless the Tenant has first produced by prior appointment the Items to the Landlord's officer in the relevant onsite management reception for Portable Appliance Testing ("PAT") and thereafter obtained the approval of the Landlord to the keeping and using of the Items in the Room or the Flat or Studio, (as applicable) which approval will be given if the Items are in good safe working order and meet the PAT requirements
- 3.2.10 expose or allow to be hung any laundry washing or other items so as to be visible from outside of the Room Flat Studio or Building and not to dry clothes on the storage heaters
- 3.2.11 not to bring into or keep in the Room Flat Studio or Building any washing machine
- 3.2.12 glue stick nail tack screw fix or fasten (whether with Blue-Tack or similar materials) anything whatsoever to the interior or the exterior of the Room Flat Studio or Building
- 3.2.13 smoke (including electronic cigarettes) or use non-prescription drugs within the Room Flat Studio or Building
- 3.2.14 part with the keys or access fob to the Room Flat Studio or Building and to report immediately any loss of the same to the Landlord and to pay to the Landlord before the Landlord issues any replacements the sum of £30 for each replacement key and £20 for each replacement access fob (and if a key or access fob is found and returned by the student after a replacement has been issued and the cost charged, the refund of the cost is at the Landlord's discretion and in any event an administrative fee may be charged.)
- 3.2.15 damage or force or in any way misuse any locks in the Room Flat Studio or Building and in the event of default to pay to the Landlord on demand all reasonable costs (including an additional administration charge) reasonably incurred by the Landlord in replacing the same and/or making good all damage caused
- 3.2.16 connect to or trail wires from the telephone apparatus and/or any television in the Room Flat Studio or Building to protect the health and safety of the Tenant and (where applicable) the occupiers of the Building
- 3.2.17 tamper with any fire safety equipment in the Room Flat Studio or Building including without limitation fire extinguishers, smoke alarms, emergency exit signs and break glass alarm points
- 3.2.18 cause a nuisance annoyance or interference or threaten or abuse any other residents in the Building any employees servants or agents of the Landlord or the owners and occupiers of neighbouring, adjoining or adjacent property or the owners of occupiers of them;
- 3.2.19 do anything that has the effect of invalidating the insurance that the Landlord has taken out in relation to the Building
- 3.2.20 use the Room or the Flat or the Studio for immoral or illegal purposes or otherwise commit or be involved in any criminal activity
- 3.3 The Tenant agrees to:
 - 3.3.1 open the windows in the Room or the Studio to the tilt position for at least 30 minutes each day (provided that the Tenant is in occupation) to ventilate the Room or Studio and not to open the windows in the Room beyond the tilt position save in emergencies.
 - 3.3.2 always to use the extractor fan in the bathroom when using the bathroom and not to disable the extractor fan except for safety reasons in an emergency
 - 3.3.3 use best endeavours to ensure that the Tenant's visitors comply with the Tenant's obligations under this Agreement while present in the Room Flat Studio or the Building
 - 3.3.4 comply with additional obligations or restrictions set out in any management scheme or other regulations reasonably required by the Landlord which may be notified to the Tenant in writing from time to time.
- 3.4 Unless otherwise expressly provided, the obligations and liabilities of the Tenant under this agreement are joint and several. This means that where, there is more than one tenant of the Studio Flat or the Building the Tenant will be liable for all sums due under the agreement, not just liable for a proportionate part.

4. ASSIGNMENT OR SUBLETTING

Not to assign underlet or otherwise part with possession of the Room or

Studio (as applicable) and not to take in any lodgers or otherwise share possession of the Room or Studio (as applicable) with any person and for the avoidance of doubt this prohibition includes children or dependants and other family members provided that the Tenant may have visitors for a maximum of 3 consecutive nights if the Tenant and visitor comply with clause 3.1 of this Agreement.

5. REPAIRS AND ALTERATIONS

- 5.1 The tenant agrees:-
 - 5.1.1 to keep the inside of the Room Flat or Studio and Building, fixtures and fittings, doors and glass in the windows in good and tenable repair and condition
 - 5.1.2 to keep the contents as listed in the attached inventory ("the Contents") in at least as good repair and condition as they are now in (fair wear and tear excepted)
 - 5.1.3 to make good all damage and undue wear to the Room Flat Studio and the Contents and to keep the Room and the Flat and/or Studio in a clean and tidy condition and to comply with the Landlord's policy relating to bedbugs (a copy of which can be inspected at the onsite management reception) failing which the Landlord may by not less than 24 hours written notice at its reasonable discretion instruct workmen and/or cleaners (as appropriate) to enter and repair and/or clean the Room and the Flat or Studio (as applicable) the cost (which includes the Landlord's administration costs) of which will be payable by the Tenant on written demand from the Landlord
 - 5.1.4 not to damage any part or parts of Building and to keep all communal parts of the Building clean and tidy and free from rubbish and in the event of default to pay to the Landlord on demand all costs properly and reasonably incurred by the Landlord (including all administration costs) in making good any damage or loss or costs incurred by the Landlord for cleaning or clearing and for the avoidance of doubt this obligation extends to default by the Tenant, their visitors and/or family
 - 5.1.5 that the Landlord is not responsible for any loss or damage to personal belongings within the Room Flat Studio or Building and acknowledges that the Landlord has no responsibility to the Tenant for any such items (save insofar as any such loss or damage is caused by the Landlord's negligent acts) and that it has advised the Tenant to take out its own insurance
 - 5.1.6 not to make any alterations or add any fixtures or fittings to the Room Flat Studio or Building and not to remove any of the Contents
 - 5.1.7 to dispose of all refuse in accordance with the requirements of the Landlord as shall be notified from time to time to the Tenant
 - 5.1.8 to allow the Landlord and its authorised agents and workmen to enter the Room Flat or Studio upon not less than 24 hours' written notice or at any time in an emergency
 - 5.1.9 to allow the Landlord and its authorised agents and workmen to enter the Room Flat or Studio: -
 - (a) to inspect the condition at least once in every calendar month on the days advised to the Tenant prior to the date of this Agreement
 - (b) to carry out work the Tenant is liable for pursuant to clause 5.1.3 but has failed to carry out or to remedy work that the Tenant has carried out without consent
 - (c) to repair clean or alter the Room Flat or Studio whether the Landlord is legally liable to carry out such work or not
- 5.2 The Tenant shall promptly replace and pay for all broken glass in the Room Flat Studio or Building where the Tenant or the Tenant's family or visitors cause the breakage
- 5.3 The Tenant shall not cause any blockage to the drains, gutters and pipes at the Room Flat Studio or Building but this requirement does not require the Tenant to carry out any works or repairs for which the Landlord is liable under this Agreement
6. PAYMENTS
 - 6.1 The Tenant agrees to pay to the Landlord on demand:
 - 6.1.1 £30 on each and every occasion when any payment by bank transfer or by credit or debit card does not reach the Landlord
 - 6.1.2 £20 on each and every occasion that the Landlord properly and reasonably writes to the Tenant in relation to any breach of the terms of this Agreement
 - 6.2 Save for payments under clause 6.1 not to make any payments to the Landlord in cash
7. EXPIRY OF THE TENANCY
 - 7.1 On the expiry of the this Tenancy (howsoever determined) the Tenant shall return the Room Flat or Studio in good and tenable repair and condition free from damage and clean and the Contents to the Landlord in the condition required by this Agreement and further to deliver up the keys and access fob to the Landlord and to remove all personal effects and belongings from the Room Flat Studio or Building by no later than 12 noon on the relevant tenancy termination date. (provided that if a key or access fob is not returned by that deadline then the charges referred

- to in clause 3.2.14 will apply.)
- 7.2 The Tenant shall remove all personal possessions from the Room Flat Studio or Building once the Tenancy has ended. If any of the Tenant's personal possessions are left in the Room Flat Studio or Building or if their bicycle is left in the designated bicycle area after the Tenancy has ended the Tenant will be responsible for meeting all reasonable removal and storage costs. The Landlord will remove and store the possessions and any bicycle such period as is reasonable in the circumstances. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within such period as is reasonable in the circumstances the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds. If there are any costs remaining they will remain the Tenant's liability.
- 7.3 The Landlord has the right to recover possession of the Property if:
- 7.3.1 the Contractual Term has expired;
- 7.3.2 the Landlord has given two month's notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- 7.3.3 at least 6 months have passed since the date of this Agreement
- 7.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end

8. CONFIRMATION OF IDENTITY

- 8.1 Within 5 business days of the Tenant taking occupation of the Room or Studio (as applicable) the Tenant must provide to the Landlord or such person nominated by the Landlord and notified to the Tenant:
- (a) either
- (i) a letter from their University confirming that they are a student in full time education and the name, start and end dates of their course; or
- (ii) a valid and current student identity card with a start and an expiry date; and
- (b) a form of photo identification being either a student identity card referred to in paragraph (a)(ii) above provided it contains a photo or a current passport or driving licence.

9. COSTS

- The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Contractual Term) in connection with or in contemplation of the enforcement of the Tenant's obligations of this Agreement, including (but without limitation to) failing to pay the Landlord on demand for:
- 9.1 any Rent
- 9.2 any cleaning required by the Landlord under this Agreement ; and
- 9.3 any damage to the Room or the Flat or the Studio or the Building or the Contents
- and including (but without limitation)
- 9.4 the professional fees incurred by the Landlord for pre-action correspondence in the sum of £50.00 plus VAT.
- 9.5 the professional fees incurred by the Landlord for the issue of any claim form in the sum of £65.00 plus VAT together with any fixed costs.
- 9.6 such other costs as are reasonable in the circumstances particularly where there has been protracted pre-action correspondence.

10. DEFAULT BY THE TENANT

- 10.1 The Landlord reserves the right to re-enter the Room or Studio if:-
- (a) the Rent or any part of it is unpaid for fourteen days after it is due whether formally demanded or not;
- (b) there is a breach of any of the Tenant's obligations under this Agreement;
- (c) the Tenant is declared bankrupt under the Insolvency Act 1986; or
- (d) any of the Grounds 2, 7, 7A and 8 as set out in Part 1 of Schedule 2 of the Housing Act 1988 apply;
- (e) any of the Grounds 10-14, 14ZA, 14A, 15 and 17 as set out in Part II of Schedule 2 of the Housing Act 1988 apply
- 10.2 If the Landlord re-enters the Room or Studio pursuant to this clause 10 then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 10.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

11. SURRENDER

If the Landlord accepts a surrender of the tenancy before the expiry of the Contractual Term then the Tenant shall pay to the Landlord the sum of £100 on the day the tenancy is surrendered as a contribution towards the Landlord's administration costs.

12. NATIONAL CODE OF STANDARDS

The Landlord agrees with the Tenant to comply with the ANUK National Code of Standards and to provide a copy of the Code if requested by the Tenant.

13. NOTICES

- 13.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- (a) Sent by first class post the Landlord's address at The Old Dairy, 14 Regent Street, Plymouth, PL4 8BA or any replacement address subsequently notified in writing by the Landlord to the Tenant; or
- (b) Left at the Landlord's address as detailed above at clause 13.1(a)
- 13.2 Any notice to the Tenant sent under or in connection with this Agreement shall be deemed to have been properly served if:
- (a) Sent by first class post the Tenant's address at The Old Dairy, 14 Regent Street, Plymouth, PL4 8BA or any replacement address subsequently notified in writing by the Landlord to the Tenant; or
- (b) Left at the Landlord's address as detailed above at clause 13.1(a)
- (c) during the currency of the tenancy shall be valid if delivered to the Room or Studio (as applicable)
- 13.3 If notice is given in accordance with this Agreement it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first class post on the second working day after posting.
- 13.4 The Landlord may without further authorisation from the Tenant send copies of any letters or other written communication from the Landlord to the Tenant's parents, guardian or the Guarantor
14. TRUSTEE STATUS AND ADDRESS FOR SERVICE [IF APPLICABLE]
- 14.1 BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 Limited are entering into this agreement as nominees for the BR Student Housing Unit Trust and as such any liability on their part pursuant to this contract is limited to assets held by them on trust for the time being of the BR Student Housing Unit Trust.
- 14.2 Notwithstanding any provisions of this contract neither BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 Limited have any obligation to meet any claim or liability under this agreement except to the extent that they can properly meet this claim or liability out of the assets of the BR Student Housing Unit Trust.
- 14.3 For so long as the reversion to this agreement is vested in BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 Limited the address for service in the United Kingdom shall be 12 Throgmorton Avenue, London EC2N 2DL or such other address within the United Kingdom that the Landlord may notify to the Tenant in writing from time to time.

15. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be covered by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated below.

16. TERMINATION

- 16.1 In the event it becomes illegal, or a breach of any Regulation, Statute, Directive or ruling of a Local Authority, for the Landlord to continue to allow the Tenant to reside in the Room or Studio, the Landlord shall have the right to immediately terminate the Agreement with immediate effect;
- 16.2 The Landlord also has the right to immediately terminate the Agreement with immediate effect in the event it is impossible for the Property to be occupied as a place of residence

BEFORE SIGNING THIS AGREEMENT THE TENANT SHOULD READ THE FOLLOWING NOTES:

This Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of the Contractual Term (as defined above) and will not be released from his/her obligations until the Contractual Term expires. If the Tenant does not understand anything in this Agreement, then it is strongly suggested that he/she asks for an explanation before signing it. The Tenant may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

(1) Signed on behalf of the Landlord

(2) Signed by the Tenant (*student should sign here*)

Date

[The Old Dairy, 14 Regent Street, Plymouth, PL4 8BA is owned by BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 Limited ("the Landlord"). It is operated by Victoria Hall Management (UK) Limited c/o 14 Regent Street, Plymouth, PL4 8BA.]



HOST is the trading name for the student accommodation brand operated by Victoria Hall Management (UK) Limited incorporated in England and Wales with company registration number 07970798. Registered Address: 9 Bonhill Street, London, EC2A 4DJ