

<b>Date</b>	<i>[Insert Date]</i>
<b>Landlord</b>	Winchester Student Number 1 LLP, Fonteyn House, 47-49 London Road, Reigate, RH2 9PY

**ASSURED SHORTHOLD TENANCY**

<b>The Tenant:</b>		<b>The Guarantor</b>	
Title		Title	
Surname		Surname	
Forename		Forename	
Middle name(s)		Middle name(s)	
House name/no/street		House name/no/street	
Town		Town	
County		County	
Country		Country	
Postcode		Postcode	
Telephone		Telephone	
Email		Email	
		Relationship to Tenant	

<b>Property Address (Please do not complete- for office use only)</b>	
<b>The Room Type known as:</b>	<i>En-suite/ Studio</i>
<b>Being Part of the Flat:</b>	Management to insert
<b>Being part of the Building:</b>	Cathedral Point, Andover Road, Winchester, Hampshire SO23 7GY United Kingdom

<b>Term and contract value</b>					
<b>A term certain of</b>	47/51 Weeks	Starting on	12 <sup>th</sup> September 2020	Ending on	<i>(Insert End Date)</i>
<b>Contract Value £</b>	Total rent of the selected room category				
<b>Payment Option 1 - Advance Payment (available to all Tenants)</b>					
Single payment in advance of	One week rent price of the selected room category				
Due on*	The Landlords acceptance of application to reserve a Room  *Note: If this payment is not received within 7 days of the date on which the Landlord accepts the application to reserve the Room then Landlord will be free to re-offer the Room.				
Followed by a further payment of	Total rent amount of the selected room category minus one week rent price				
Due on	12 <sup>th</sup> September 2020				
<b>Payment Option 2 - Instalment Payment (only available to Tenants with a valid Guarantor):</b>					
<b>Payment 1</b>	One week rent price of the selected room category				
Due on*	The Landlords acceptance of application to reserve a Room  *Note: If this payment is not received within 7 days of the date on which the Landlord accepts the application to reserve the Room then Landlord will be free to re-offer the Room.				
<b>Payment 2</b>	1/3 of the total rent amount of the selected room category minus one week rent price				
Due on	12 <sup>th</sup> September 2020				
<b>Payment 3</b>	1/3 of the total rent amount of the selected room category				
Due on	25 <sup>th</sup> January 2021				
<b>Payment 4</b>	1/3 of the total rent amount of the selected room category				
Due on	26 <sup>th</sup> April 2021				

<b>Payment Details:</b>	
<b>Bank</b>	Royal Bank of Scotland
Bank address	London Threadneedle Street Branch, EC2R 8LA
<b>Account Name</b>	Winchester Student No1 LLP Rent Account
Sort Code	16-00-15
<b>Account Number</b>	16275797
SWIFT	RBOS GB 2L
<b>IBAN</b>	GB42 RBOS1600 1516 2757 97
Reference	Please quote your full name on transfer

<b>Signed by the Tenant</b> (must be witnessed)		<b>Signed by the Witness</b> (must not be the Guarantor)	
Surname		Surname	
Forename		Forename	
Date	DD / MM / YY	House name / no. / street	
		Town	
		County	
		Postcode	

The Tenant confirms that it has not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

The Tenant further consents to the Landlord holding and processing personal information (including sensitive personal data) in order to perform its functions in relation to the Building. This may include disclosures to third parties but only where they are able to show that they are entitled to receive the information.

<b>Signed by the Guarantor</b> (must be witnessed)		<b>Signed by the Witness</b> (must not be the Tenant)	
Surname		Surname	
Forename		Forename	
Date	D D / M M / Y Y	House name / no. / street	
		Town	
		County	
		Postcode	

<b>Signed by the Landlord</b>	
Print name	

**Recitals:**

1. The Landlord is Winchester Student No1 LLP and it's successors in title.
2. The Landlord is committed to abide by the rules of the National Code of Standards for Larger Developments ("the Code").

**1. DEFINITIONS & INTERPRETATION**

1.1 In this Tenancy Agreement (hereafter known as the Agreement) the following words shall have the meanings given to them in this clause:

Accommodation-	Means either the Room or the Studio allocated to the Tenant in accordance with this Tenancy Agreement
Building-	All of the student housing development known as Cathedral Point to include the grounds and all external areas.
Common Parts-	Those areas of the Building that the Tenant is permitted to access in common with other tenants including the building entrances, hallways, stairs, landings, lifts/lift lobbies, the reception/waiting area, gardens/grounds, cycle storage lockers, common room/s, laundry and any other area that the Landlord deems to be a Common Part.
Flat-	The Flat consisting of individual Rooms or Studios along with any Shared Areas.
Room-	The single occupancy study bedroom allocated to the Tenant in accordance with this Tenancy Agreement.
Studio-	The single or (where specifically permitted by the Landlord) dual occupancy studio flat allocated to the Tenant in accordance with this Tenancy Agreement.
Shared Areas-	The hallway and the shared kitchen (if any) located within the Flat of which the Room/Studio forms part.

**THE PARTIES HEREBY AGREE THAT:**

- (1) The Landlord lets and the Tenant takes the Accommodation for the Term at the Rent and this Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Accommodation be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
- (2) The Landlord has the right to recover possession of the Accommodation if:
  - a) the Term has expired;
  - b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
  - c) at least six months have passed since the date of this agreement.

And the Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

- (3) The Tenant shall have the right to use for access and egress the footpaths, Building entrance/s, lifts, staircases, halls and landings of the Building leading to the Flat and Room or Studio.
- (4) In common with all other Tenants and anyone else authorised by the Landlord, the Tenant shall have the right to use the Common Areas subject to the obligations contained within this Agreement.
- (5) A Student Handbook for the Building will be provided and further copies are available to the Tenant by contacting the Landlord directly.
- (6) The Student Handbook and the Assured Shorthold Tenancy Agreement go hand in hand and both need to be complied with. Should the Student Handbook have to be updated then the most up to date copy will be made available for you to read by the Landlord.

**2. THE TENANT WILL:**

- (1) Pay the Rent at the times and in the manner specified without set off whether demanded or not.

The allowance for payment by way of four instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all remaining instalments immediately without further notice needing to be sent and if payment of the full amount is not received the Landlord would have the ability to terminate this agreement in accordance with the provisions of clause 5.

- (2) Keep the interior of the Accommodation and any Shared Areas, together with all fixtures and fittings and the Landlord's Contents of the Accommodation and any Shared Areas in good repair and condition and not to apply sticky tape or 'blu-tack' or similar adhesive on the walls; Stick pins, nails or screws into the walls; Remove or alter any fixtures and fittings or Landlord's Contents.
- (3) Keep the Accommodation including the fixtures and fittings and Landlord's Contents hygienically clean and tidy throughout the Tenancy Period and, jointly with the other tenants of the Flat, keep any Shared Areas and any shared items within the Flat hygienically clean and tidy throughout the Tenancy Period.
- (4) Not to flush sanitary items down the toilet; Pour oil or grease down the drains nor do anything else likely to block or harm the drains.
- (5) Not to damage any part of the Building and pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the expenses incurred by the Landlord in making good damage to the Accommodation or the Building and/or replacing any fixture or fitting damaged therein which is caused by act or admission of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this Agreement.

Unless there is sufficient evidence to the contrary the expenses referred in Clause 2(5) above shall be apportioned as if:

- (i) The Tenant caused all damage to the Room or Studio and
  - (ii) All of the Tenants of the Flat jointly caused any damage to the Shared Areas of the Flat and
  - (iii) All Tenants entitled to use the Common Parts of the Building caused any damage to the Common Parts of the Building
- (6) Permit at all reasonable times upon reasonable written notice of not less than 24 hours duration (save in case of emergency when as much notice as reasonably practicable shall be given) the Landlord's Agent and others authorised by the Landlord's agent to enter into the

Accommodation for the purposes of inspecting and, where necessary, repairing and painting the Accommodation or examining the state and condition of the Accommodation or for any other reasonable purpose in connection with the management of the Building.

- (7)** Permit at all reasonable times the Landlord's agent and others authorised by the Landlord to enter the Shared Areas for the purposes of inspecting and, where necessary, repairing and painting the Shared Areas or examining the state and condition of the Shared Areas or for any other reasonable purpose in connection with the management and marketing of the Building.
- (8)** Upon receipt from the Landlord's agents of notice in writing specifying want of cleaning and restoration to the interior of the Accommodation or of all loss of or damage to the Landlord's Contents that the Tenant shall be bound to make good then the Tenant shall immediately clean and restore or make good the same.
- (9)** **(a)** Not to assign underlet charge this Property (or any part thereof) and to use the Building only for the purpose of a private residence for the occupation of the Tenant only.  
**(b)** Not to permit any other person to reside in or to occupy the Accommodation, Shared Areas or Building except for occasional short term visitors who may be permitted to stay subject to the Landlord's prior consent and any reasonable conditions that the Landlord may wish to impose, including restrictions on the duration of any stay. The Landlord is under no obligation to give its consent to visitors and is under no obligation to provide reasons for any such refusal. Overnight visitors under the age of 18 will not be permitted.  
**(c)** Not carry on or permit to be carried upon the Building any business whatsoever.

PROVIDED ALWAYS that other Tenants of the Landlord may occupy the Building (excluding the Accommodation).

PROVIDED ALWAYS that the Tenant may be able to cancel the remaining term of this Agreement should he/she find a replacement tenant for the balance of the term and on the same terms as this Agreement (including the provision for a guarantor if appropriate) subject to (i) approval by the Landlord (such approval not to be unreasonably withheld) and (ii) the Tenant not being in arrears of any of the payments due under this Agreement.

- (10)** Not to bring into the Building or use on the Building any gas, paraffin or other oil burning apparatus any candles nor inflammable combustible materials including barbeques or any chip pan or deep fat fryer.
- (11)** Ensure that all personal possessions, used in the Building, meet the minimum standards set by the UK fire, electrical and safety regulations.
- (12)** Not have any personal fridges, freezers, heaters, microwaves or other domestic appliances in the Accommodation, Shared Areas or The Building.
- (13)** Ensure that all appliances such as rice cookers, kettles and toasters are CE marked; fitted with a correctly fused and earthed UK 3-square-pin plug from new and are in good and safe working order.
- (14)** Not leave anything in any the hallway within any Flat or in the Common Parts of the Building.
- (15)** Not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Building and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
- (16)** Not do or permit to be done in the Building any act which may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining Building or which may invalidate any insurance of the Building or of the Landlord's

Contents against fire or otherwise, such policy being available from the Landlord's Agents. Nor do not do anything which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

- (17)** Not place or exhibit any notice whatsoever on any part of the Building.
- (18)** Only keep bicycles in the external cycle lockers provided and will not bring any bicycles into the Building.
- (19)** Not bring any bird, fish or any animal into the Building.
- (20)** Not make or have made any duplicate keys/key fobs to the Building nor replace nor add any new locks to the Building, Flat or Accommodation.
- (21)** Not do any of the following in the Building:
  - (a)** Anything unlawful;
  - (b)** Anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the Building;
  - (c)** Prepare food other than in the kitchen;
  - (d)** Use a deep-fat fryer;
  - (e)** Play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Accommodation between 11PM and 9AM;
  - (f)** Harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
  - (g)** Be violent or abusive or act in an intimidating manner, or threaten to do so including to members of the Landlord's staff or its contractors or other personnel authorised to be in the Building ;
  - (h)** Tamper with fixtures, fittings and equipment including, without limitation; space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows.
  - (i)** Be in possession of any offensive weapon.
- (22)** The possession or misuse of drugs (including cannabis) is not permitted in our accommodation. Any resident found to have brought an illegal substance into the Building and or be using/in possession of any illegal substance, or any related paraphernalia, will be reported to the Police and their Tenancy terminated in accordance with Clause 6
- (23)** Ensure that all gatherings arranged by the Tenant that take place in the Building respect the terms of this Tenancy Agreement.
- (24)** Deliver up to the Landlord the Accommodation and the Landlord's Contents of the Building at the expiration or sooner determination of the tenancy in such good condition cleanliness and complete repair as aforesaid so that the Accommodation is ready for immediate re-occupation.
- (25)** Hand over to the Landlord or its agents by 10.00 hrs on the last day of the Tenancy (howsoever ended) all keys/access fobs to the Accommodation, Flat and Building, PROVIDED ALWAYS that if the keys/access fobs are not handed over by the Tenant to the Landlord or its Agents by the end of the last day of the Term the Tenant shall be assumed thereafter to have given up its



right to occupy the Accommodation from the expiry of the last day of the Term if at that date the Tenant is not physically occupying any part of the Building PROVIDED ALSO that for the purposes of this sub-clause the fact that any of the Tenant's belongings may at the expiry of the Term still remain at any of the Building shall not in itself be deemed to be physical occupation of any part of the Building by the Tenant.

- (26) Not leave the Accommodation unoccupied for any period whatsoever without locking and securing all doors and windows.
- (27) Inform the Landlord if they are likely to be absent from the Accommodation for more than 48 hours (on the grounds of fire safety and security).
- (28) Within 7 days of a demand from the Landlord provide a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the relevant billing authority.
- (29) Pay all other charges or assessments which may become payable in respect of the Room or by its occupier and which are not paid by the Landlord directly (including but not limited to television licence fees) but excluding all charges relating to the supply of electricity, water, drainage and standard broadband/Wi-Fi package which will be paid for by the Landlord).
- (30) Indemnify the Landlord and the Landlord's agent against all liabilities and expenses incurred howsoever arising from any breach on the part of the Tenant of this Agreement and in particular pay upon demand to the Landlord all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in connection with proceedings relating to the recovery of arrears of rent or arising from any breach of the Tenant's obligations under this Agreement and to indemnify the Landlord and the Landlord's Agent in respect of any damage caused to the building (however caused) during the term of this Agreement.
- (31) Not smoke anywhere within the Building, including bedrooms, lounges, kitchens, hallways, corridors, the Common Parts or Shared Areas, stairwells, communal areas and external areas (save for any designated smoking area) and agrees to pay to the Landlord up to £250 charge for each and every instance where the Tenant is in breach of this clause. Such charge to cover the costs incurred by the Landlord, including its administration costs, in arranging the cleaning and making good of damage to walls, furniture, furnishings and fittings caused by smoking. Also, if the fire and rescue service are called out unnecessarily, the Tenant will be responsible for covering any call out fee.
- (32) The Tenant acknowledges that covering a fire heat/smoke detector with a sock, plastic bag or other item is a criminal offence and will be treated as such.
- (33) Declare a change of status to the Landlord if at any time the Tenant ceases to be a full-time student of any Educational Institution. For the avoidance of doubt, where the Tenant ceases to be a full-time student of any Educational Institution they will be liable to pay an amount equivalent to the Rent for the period from the point of termination of this Agreement until the earlier of; i) the date that would have been the expiry of the Term, and ii) the date the Landlord re-lets the Room.

### **3. THE TENANT FURTHER AGREES THAT:-**

- (1) If the Rent or any part of it is unpaid after becoming payable (whether demanded or not) the Tenant will immediately pay to the Landlord a £30 late payment charge. If the Rent or any part of it remains unpaid for 7 days beyond the date it becomes payable (whether demanded or not) the Tenant will pay to the Landlord interest calculated on a day to day basis at the rate of 2% above the base rate of HSBC Bank from time to time upon all rent and other payments due to the Landlord under the terms of this Agreement. Additionally, a £10 charge will be made on each occasion it is necessary to write to the Tenant regarding Rent arrears.

- (2) They are not permitted to park any motorised vehicle on any part of the Building.
- (3) They will comply with Winchester City Council's policy that no residents parking permit (save for a disabled person badge issued pursuant to section 21 of the Chronically Sick & Disabled Persons Act 1970) will be issued in respect of the premises.
- (4) If any of the Tenant's belongings have not been removed from the Building at the expiration of the Tenancy pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such goods PROVIDED ALWAYS that after the end of the tenancy the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.

**4. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:-**

- (1) That the Tenant paying the rent and observing and performing his obligations under the Agreement may quietly possess and enjoy the Accommodation during the Tenancy without any lawful interruption from the Landlord or its agent.
- (2) To keep the structure and exterior of the Building (including the window frames and window glass) Shared Areas and the Common Parts in good repair.
- (3) To keep the Building insured against such insured risks as the Landlord reasonably considers necessary and to make good any damage caused to the Building by any insured risks.
- (4) To keep the service media in or serving the Accommodation, Shared Areas and the Common Parts in good repair and proper working order, including: 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.
- (5) To provide all fixtures and fittings and Landlords Contents in good repair and proper working order.
- (6) Provide and keep all Common Parts in good repair and proper working order.
- (7) Keep the Common Parts within the Building clean and properly lit and (in the case of a lift) functioning safely.
- (8) To keep the laundry facilities in good repair and proper working order.
- (9) To provide a suitable Wi-Fi/Broadband service subject to the terms and provision of service.
- (10) To ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations.
- (11) To provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Common Areas.
- (12) Save that the Tenant acknowledges that the Landlord will not be responsible for any temporary interruption in services for reasons beyond its control including interruption where services are provided by third parties. The Landlord will seek to restore any interrupted services as soon as possible but will not accept any responsibility or liability for any losses which may be incurred as a result of any interruption in the supply of the Services.

**5. IN CONSIDERATION OF THE LANDLORD ENTERING INTO THIS AGREEMENT, THE GUARANTOR AGREES WITH THE LANDLORD AND THE TENANT THAT:-**

- (a) They guarantee the payment by the Tenant to the Landlord of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of this Agreement.
- (b) If the Tenant shall default in the payment of the Rent or any other monies payable under the said Agreement they will upon written demand by the Landlord immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this Agreement, but the Guarantor accepts no legal or moral responsibility for any other person.
- (c) This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the Agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- (d) Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the Agreement shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.
- (e) This Guarantee shall constitute the Guarantor as principal debtor.

**6. THE LANDLORD IS ENTITLED TO TERMINATE THIS TENANCY AGREEMENT AND OBTAIN A COURT ORDER TO ENTER THE BUILDING AND EVICT THE TENANT IF:-**

- (1) (a) Any instalment of rent is not received in full within 14 days after it has fallen due (whether demanded or not), OR
  - (b) The Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, OR
  - (c) The Tenant becomes bankrupt or an interim receiver of his Building is appointed OR
  - (d) The Tenant is in breach of Clause 2 (22(g)) and clause 2 (23)
- (2) Termination of this Tenancy Agreement under clause 6.0 ends the Tenancy Agreement but does not release either party from any outstanding obligation to each other.

**7. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:-**

- (1) Notwithstanding anything contained in this Agreement the Landlord shall be under no greater liability than the obligations involved in the common duty of care either to parties to this Agreement or to strangers to this contract who are permitted to enter into or use the building for accidents or injuries sustained or for loss or damage to goods or chattels in any part of the building whether arising from the negligence of the Landlord or that of any employee or agent of the Landlord.
- (2) If the Building shall at any time during the said term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation and use in whole this Agreement shall forthwith end but without prejudice to the rights of the parties hereunder.
- (3) The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise vibration or disturbance that may be occasioned by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Building or to any adjoining or adjacent Building nor shall the Tenant be entitled to object to any interference with the access of light and air to the Building caused by any such works or any alterations or additions to any Building (including the Building) resulting therefrom.

- (4) Any notice under this Agreement shall be in writing and may be served upon the Tenant at the Building by hand or by registered post or recorded delivery and upon the Landlord at its address as noted in clause 8 below.
- (5) In this Agreement words importing the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural.
- (6) WHERE MORE THAN ONE PERSON is a party hereto as Tenant the expression "the Tenant" shall include all or any such persons and their liability in respect of the obligations on the part of the Tenant contained herein shall be joint and several.
- (7) This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 so far as applicable to the tenancy hereby created.
- (8) NOTICE under section 48 of the Landlord and Tenant Act 1987: The address for service of notices (including notices in proceedings) upon the Landlord is:

Winchester Student No.1 LLP  
Fonteyn House  
47-49 London Road  
Reigate  
Surrey  
RH2 9PY

## **8. INFORMATION**

- (1) I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy.
- (2) I consent to the Landlord and Superior Landlord holding and processing my personal information (including sensitive personal data) in order to perform its respective functions in relation to the Building. This may include disclosures to third parties (including the Tenancy Deposit Protection Scheme) who are able to show that they are entitled to receive the information. You can opt out of this clause at any time by emailing a request to [info@amroproperty.com](mailto:info@amroproperty.com)
- (3) In order to administer your Tenancy Agreement we need to use your personal information and personal information relating to your Guarantor. To find out more about how we use and share your personal information please see our Privacy Policy, as published at <https://amrovanage.com/privacy/>. The Privacy Policy also provides information about your rights in relation to your personal information and how you can exercise them.
- (4) In the interests of your wellbeing the Landlord and Landlord's agent reserve the right to at any time contact your Guarantor, Next of Kin, University, or other appropriate body should we become concerned over your welfare. You can opt out of this clause at any time by emailing a request to [hello@cathedralpoint.com](mailto:hello@cathedralpoint.com)

## **9. JURISDICTION**

This Agreement shall be governed by, constructed and take effect in accordance with the laws of England & Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.