

This is your Tenancy Agreement

Student Residence Assured Shorthold
Tenancy Agreement 2012/2013

Room type:

Tenancy start date:

Tenancy end date:

Weekly rental amount:

This is a legally binding document between:

(1) The Landlord's Agent:

South Street Asset Management Limited - 80 South Audley Street, London WK1 1JH

Acting on behalf of the Landlord: **UNICITY V LINCOLN Sarl** ("the Landlord")
26A Boulevard Royal, L-2449, Luxembourg. Reg:B161.984

(2) The Tenant:
("the Tenant")

Name:

PRINT IN BLOCK CAPITALS

Email address:

Address:

Postcode:

(3) Guarantor 1:
("the Guarantors")

Name:

Email Address:

Address:

Postcode:

(4) Guarantor 2:
("the Guarantors")

Name:

Email Address:

Address:

Postcode:

Tenancy Agreement / Rental Amounts

The Pavilions Rental Amounts 2012/13

Accommodation Type	Length	Weekly Rent	Annual Rent	Pre-payment	Rent Payment	Rent Payment	Rent Payment
Direct debit Dates				August 2012	October 2012	January 2013	April 2013
Standard Ensuite	48	£103.50	£4,968.00	£300.00	£1556.00	£1556.00	£1556.00
Early Booker	48	£99.50	£4,776.00	£300.00	£1492.00	£1492.00	£1492.00
Deluxe Ensuite	48	£106.00	£5,088.00	£300.00	£1596.00	£1596.00	£1596.00
Standard Studio	50	£104.00	£5,200.00	£300.00	£1633.34	£1633.33	£1633.33
Classic Studio	50	£108.00	£5,400.00	£300.00	£1700.00	£1700.00	£1700.00
Early Booker	50	£100.00	£5,000.00	£300.00	£1566.67	£1566.66	£1566.66
Premium Studio	50	£112.00	£5,600.00	£300.00	£1766.67	£1766.66	£1766.66
Early Booker	50	£110.00	£5,500.00	£300.00	£1733.34	£1733.33	£1733.33
Double Studio	50	£130.00	£6,500.00	£300.00	£2066.67	£2066.66	£2066.66
Early Booker	50	£128.00	£6,400.00	£300.00	£2033.34	£2033.33	£2033.33
Deluxe Studio	50	£155.00	£7,750.00	£300.00	£2483.34	£2483.33	£2483.33
1 Bed Apartment	50	£175.00	£8,750.00	£300.00	£2816.67	£2816.66	£2816.66

Tenancy Dates

48 week contracts: 05.09.2012 — 06.08.2013

50 week contracts: 05.09.2012 — 20.08.2013

1.

DEFINITIONS & INTERPRETATION

1.1

In this Agreement:

“**Building**” means the building known as The Pavilions, Ruston Way, Lincoln, LN6 7DQ.

“**Building Common Parts**” means the entrance hall, stairs, corridors, laundry, courtyards, lifts, bicycle stores and any other common areas within the Building provided for the benefit of all tenants.

“**Contents**” means the furnishings and effects to be found in the Room and the Flat Common Parts (if applicable) as listed in the inventory to be provided to the Tenant on moving-in to the Room.

“**Flat**” means the Flat (including the Room) being part of the Building.

“**Flat Common Parts**” if applicable means the Flat, other than the Room and other rooms within the Flat occupied exclusively by other tenants of the Flat.

“**Rent**” means the rent stated in this Agreement paid on each of the Rent Payment Dates.

“**Rent Payment Dates**” means the dates set out in this Agreement.

“**Room**” means the room forming part of the Flat (or a studio) including its fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the Room.

“**Service Media**” means (if any) central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided.

“**Tenancy Period**” means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date.

1.2

The expression the “**Landlord**” includes the person who at any particular time has the right to receive rent under this Agreement.

1.3

Any obligation on the Landlord or the Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.

1.4

Where any party to this Agreement comprises two or more persons, all their obligations can be enforced against them jointly or as separate individuals.

1.5

The headings in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

2.

THE LETTING

2.1

The Landlord lets the Room to the Tenant for the Tenancy Period.

2.2

The Landlord grants the Tenant the following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):

- (a) the right to use the Flat Common Parts and the Building Common Parts to access and exit the Room; and
- (b) the right to use the shared facilities within the Flat Common Parts and the Building Common Parts.

2.3

The Landlord reserves the following rights over the Room:

- (a) the right for the Landlord and those authorised by the Landlord to enter the Room on reasonable written notice (except in cases of emergency) for any purpose mentioned in this Agreement; and
- (b) the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room.

2.4

The Tenant accepts the Room, the Flat, the Flat Common Parts and Building Common Parts and the Building as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the Tenancy Start Date.

2.5

The Tenant shall accept that all the Contents are present in the Room or the Flat (as applicable) unless the Tenant informs the Landlord in writing that items are missing from the inventory within 48 hours of the Tenancy Start Date.

3.

TENANT'S OBLIGATIONS

3.1

The Tenant covenants to:

- (a) Pay the Rent on the Rent Payment Dates (whether demanded or not) in the manner specified by the Landlord. (Please make cheques payable to Lincoln Rents. Please note that all overseas (non-E.U) and semester students are required to pay all the Rent in full prior to arrival).
- (b) Pay a booking fee of £50 and a security deposit (as security for the performance of the Tenant's obligations) of £150 and a pre-payment of rent of £300 on returning a signed copy of this Agreement to the Landlord. Please see Clause 4 in relation to the security deposit.
- (c) If payment of the Rent or any other money due from the Tenant is late, pay interest at the rate of 4% per annum above the base rate of National Westminster Bank plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgement by a court). Interest will be charged on a daily basis and shall be compounded monthly.
- (d) Pay to the Landlord a £25.00 late payment charge in respect of late payment of rent or any other amount due from the Tenant under the terms of this agreement, and subsequently an administration fee of £10.00 for each letter sent to the tenant for late payment.
- (e) Promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Flat and/or the Building.
- (f) Operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations.

- g) Pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good any damage to the Room, the Flat, the Flat Common Parts or the Building Common Parts and/or in replacing any fixtures or fittings damaged therein which arise due to any act of the Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under this Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
- (i) the Tenant caused the damage to the Room;
 - (ii) all the tenants of the Flat caused the damage to the shared facilities in the Flat Common Parts;
 - (iii) all the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts
- h) To allow the Landlord and those authorised by the Landlord upon reasonable written notice (except in cases of emergency) to enter the Flat at reasonable times to:
- (i.) inspect its condition;
 - (ii.) carry out any necessary repairs or alterations to the Room and/or Flat and/or Building;
 - (iii.) maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room;
 - (iv.) carry out viewings of the Room and/or Flat with prospective tenants
- (i) Provide the Landlord (upon demand) with a certificate of exemption for council tax or, if the Tenant is not entitled to such a certificate, the Tenant will reimburse the Landlord for the council tax.
- (j) To reimburse the Landlord for all taxes, charges, duties, outgoings or assessments which are payable during the Tenancy Period in respect of the Room or any other part of the Building including (if any) television licence fees, charges for the use of a telephone in the Flat or Room and rental or other recurring charges during the Tenancy Period.
- (k) To pay a fair and reasonable proportion of the cost of providing electricity and water ('the Utilities') to the Building. The Rent includes the cost to the Landlord providing the Utilities at the Utilities Allowance of £350 per Tenant for the Tenancy Period. If the Tenant's share (or communal share) of the Utilities costs exceeds the Utilities Allowance then the Tenant will pay a fair and reasonable proportion of the additional cost of the Utilities, as determined by the Landlord.
- (l) To keep the room and jointly and severally with the other tenants of the Flat, the Flat Common Parts in at least as good tenable repair and decorative order and clean condition as it is in at the Tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure).
- (m) Maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the inventory provided to the Tenant on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 2.5.
- (n) Occupy the Room personally for residential purposes only and note that the Landlord reserves the right to refuse admission to the site for visitors and ex-residents.
- (o) Deliver the Room, the Contents all keys and fobs to the Room/Flat/Common Parts of the Flat to the Landlord at the end of the Tenancy Period in the same condition as recorded in the inventory and, by no later than the Tenancy End Date, clear the Tenant's own belongings from the Room and the Common Parts of the Flat.
- (p) Ensure that any refuse, including separated recycling materials is regularly deposited in the receptacles provided for the purpose in the Building.
- (q) To comply with any reasonable regulations of the Landlord which may be notified to the Tenant in writing from time to time and in the event of conflict between the terms of this Agreement and any such regulations, the terms of this Agreement shall prevail.
- (r) To pay on demand to the Landlord the cost of any administrative charge notified to the Tenant in respect of any breach of the regulations referred to in Clause 3.1 (s).

- (s) To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.
- (t) Pay all reasonable and proper costs and expenses (including legal costs, unless a court orders otherwise, and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under this Agreement.

3.2

The Tenant covenants not to:

- (a) sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.
- (b) Carry on any profession, trade or business whatsoever in the Room or the Flat.
- (c) Use the Room or the Flat for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants of the Building or any adjoining premises and in particular, the Tenant will:
 - (i) Not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Parts, can be heard outside the Flat Common Parts;
 - (ii) Not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
 - (iii) Not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person; and
 - (iv) Not keep, store or use in the Building any gas or oil heater, deep fat fryer or chip pan or other fuel burning appliance, including candles, incense burners and shisha;
 - (v) Not smoke in the room or communal area. A fine of £50 will be issued to any tenant breaking these terms.
 - (vi) Not smoke anywhere on-site. From 1st September 2012 The Pavilions will be a non smoking site therefore smoking will not be allowed in any part of the building.
- (d) Damage or leave in a dirty or untidy state any parts of the Building.
- (e) Not block or put deleterious substances into the sinks, lavatories, cisterns or pipes in the Room, Flat or Flat Common Parts
- (f) change or tamper with any locks or signage
- (g) Alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building.
- (h) Fix anything whatsoever to the interior of the Room or the Common Parts of the Flat in any manner which may damage the structure or decoration of the Room or the Flat Common Parts Place anything outside the windows of the Room or the Flat Common Parts.
- (i) Erect any external wireless or television aerial or satellite dish.
- (j) Keep any animal, bird, insect, fish or reptile in the Room, except Guide Dogs or Assistance Dogs for those with a Disability.
- (k) Do anything in the Room, Building Common Parts or the Flat Common Parts which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- (l) Obstruct any means of access within the Building.
- (m) Tamper with the Landlord's fire prevention and control equipment and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.
- (n) Use designated fire escapes except for the purposes of emergency escape.

4.

SECURITY DEPOSIT

4.1 The security deposit is safeguarded by the Tenancy Deposit Scheme.

4.2 The security deposit is held by the Landlord in a separately designated deposit account of the Landlord. Any interest earned on the security deposit belongs to the Landlord.

4.3 The Landlord is a member of the Tenancy Deposit Scheme which is administered by The Dispute Services Limited, PO Box 541, Amersham, Bucks, HP6 6ZR. Telephone – 0845 226 7837 – Fax – 01494 431123 – email – deposits@tds.gb.com

4.4 At the end of the Tenancy Period, the Tenant will be given the opportunity to attend a check-out inspection with a representative of the Landlord with a view to reaching agreement as to what, if any, deductions the Landlord shall be entitled to make from the security deposit. If no agreement is reached, either the Landlord or the Tenant may refer the dispute to arbitration. The Tenant should notify the Landlord in writing if they intend to refer the matter to arbitration. The security deposit (or the balance thereof remaining), shall be returned to the Tenant within one month of the end of the Tenancy Period (however it ends) or if later, vacation of the Room by the Tenant. 4.5 The Landlord reserves the right to give notice to the Tenant of its intention to draw on the Security Deposit at any time in payment of any sums due from or spent on behalf of the Tenant under this Agreement.

5.

THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

5.1 That if the Tenant pays the Rent and performs all the obligations of the Tenant under this Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (save as otherwise expressly set out in this Agreement).

5.2 To maintain and repair the structure of the Building including the window frames and window glass;

5.3 To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;

5.4 To maintain all Service Media serving the Flat and/or the Common Parts;

5.5 To insure the Building against the usual insured risks;

5.6 To provide an adequate supply of hot and cold water, heating and electrical power to the Flat;

5.7 To provide security facilities for the Building; and

5.8 To provide and maintain equipment in the Common Parts.

6.

CANCELLATION / RE-LET

6.1 If the Tenant has not moved into the Room, the Tenant may cancel this Agreement (by giving written notice of cancellation), at any time during the period ending on the date 7 days after the date of this Agreement (the "Initial Cancellation Period"). If the Tenant cancels this Agreement in those circumstances, the Landlord will make no charge and will return to the Tenant, the booking fee and security deposit in full. However once the Tenant moves into the Room, the Tenant loses any right to be released from this Agreement, except where the circumstances set out in Clause 6.5 apply.

6.2 For those booking prior to 7th June 2012: outside the Initial Cancellation Period, but before 90 days prior to the Tenancy Start Date (the "Final Cancellation Date") the Tenant may cancel this Agreement (by giving written notice of cancellation), on payment of a £150 cancellation fee to the Landlord.

6.3 If, after the Final Cancellation Date, the Tenant wishes to be released from this Agreement and the Tenant has found a replacement tenant to take over this Agreement prior to the Tenancy Start Date the Landlord will release the Tenant from this Agreement on payment of a £150 cancellation fee to the Landlord. Upon receipt of such payment the Landlord will refund the full security deposit to the Tenant.

6.4 If, after the final Cancellation Date, the Tenant wishes to be released from this Agreement but has not found a replacement tenant to take over this Agreement prior to the Tenancy Start Date, then subject to Clause 6.5 the security deposit will be retained (in accordance with the terms of this Agreement) and the Tenant will remain liable for the full contractual rent.

6.5 If a replacement tenant is found by the Tenant or the Landlord part way through this Agreement, the Landlord will release the Tenant from this Agreement from the date the new tenancy agreement takes effect, upon payment of a £150 cancellation fee to the Landlord. Upon receipt of such payment the Landlord will refund the security deposit in full to the Tenant. PLEASE NOTE :The Landlord will only find a replacement tenant for the Tenant once full occupancy has been achieved for the Building. We also reserve the right to move a room allocation where necessary.

7. AGREEMENTS AND DECLARATIONS

It is agreed between the Landlord and the Tenant that if at any time:

- (a) the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
- (b) there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or
- (c) any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply¹

the Landlord may apply for a court order stating that the Landlord shall be entitled to repossess and enjoy the Room as if this Agreement has not been granted. If the court order is granted this Agreement shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under this Agreement.

8. GUARANTEE

8.1 The Guarantors covenant to:

- a) Ensure that the Tenant pays the Rent; and
- b) perform and observe the Tenant's obligations under this Agreement.

If the Tenant does not pay the Rent and/or perform and observe the Tenant's obligations, the Guarantors will do so instead, and will reimburse the Landlord for any demands, action, proceedings, losses, damages, costs and expenses suffered by or incurred by the Landlord as a result (including the recovery of any sums due from the Tenant or enforcing or requiring the Tenant to remedy any breach of this Agreement).

8.2 The Landlord is under no obligation to bring any claims against the Tenant before bringing any action against the Guarantors.

8.3 If the Guarantors or any other party who has guaranteed to the Landlord the Tenant's obligations contained in this Agreement dies or becomes bankrupt then within 10 days after such event the Tenant shall give notice of it to the Landlord and, if so required by the Landlord, the Tenant shall at its own expense within 25 days procure a further guarantor in the same terms from a party reasonably acceptable to the Landlord.

8.4 The Guarantors obligations can be enforced against them jointly or as separate individuals.

9.

SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of this Agreement shall not be affected.

10.

NOTICES

As required by Section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

South Street Investment Management Limited (acting on behalf of UNICITY V LINCOLN Sarl)
The Pavilions, Ruston Way, Lincoln LN6 7BQ

The addresses for service of notices on the Tenant and/or the Guarantors are the addresses of those parties as set out in this Agreement.

SIGNATURES

Please print in
BLOCK CAPITALS

I understand and agree to the terms of this Agreement.

Tenant name

Date:

Tenant signature

Date:

Signed in the presence of:

(The witness should be neither of the Guarantors nor the Resident)

Witness name:

Witness address:

Witness occupation:

Witness signature:

Date:

Signed on behalf of the Company:

Date:

Tenancy Agreement / Guarantors

Guarantor 1

Please print in
BLOCK CAPITALS

Full Name:

Title:

Home Tel No.

Address:

Mobile number:

Email address:

Relationship to Resident:

Signature:

Date:

Signed in the presence of:

N.B
The witness should be neither
of the Guarantors nor the Resident

Witness name:

Witness address:

Witness occupation:

Witness signature:

Date:

Guarantor 2

Please print in
BLOCK CAPITALS

Full Name:

Title:

Home Tel No.

Address:

Mobile number:

Email address:

Relationship to Resident:

Signature:

Date:

Signed in the presence of:

N.B
The witness should be neither
of the Guarantors nor the Resident

Witness name:

Witness address:

Witness occupation:

Witness signature:

Date: