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Dated

2008

TAKE NOTICE THAT THIS TENANCY AGREEMENT IS A LEGALLY BINDING DOCUMENT.
BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT YOU
UNDERSTAND IT. IF NOT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE

U STUDENT LIMITED

AND

for letting furnished en-suite room

No U-Student Carlisle
John Street
Caldewgate
Carlisle
CA2 5TR

on an Assured Shorthold Tenancy

Rent £ per week

**ASSURED SHORTHOLD TENANCY AGREEMENT
TENANCY CONDITIONS**

It is confirmed that this agreement is intended to create an assured shorthold tenancy under the Housing Act 1988

In this Agreement the following definitions have the following meanings:-

THE DEFINITIONS

"Areas"	means the Room and designated Common Room
"Building"	means U-Student Carlisle, John Street, Carlisle, CA2 5TR.
"Common Parts"	means the entrance hall, stairs, corridors and any lifts or such other common areas within the Building provided for the benefit of all tenants as designated by the Landlord from time to time.
"Contents"	means the furnishings and effects listed in the Inventory which will be provided upon occupation
"Deposit"	£300.00 - Damage Deposit (will be refunded at the end of the tenancy after any deduction has been made for any damage that may have occurred during the tenancy)
"Tenancy Deposit Scheme"	£17.50 - (non refundable) to cover Tenancy Deposit Scheme fees.
"Guarantor"	
"Landlord"	U-Student Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7ND
"Landlords Agent"	U-Student Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7ND
"Premises"	Room U-Student, 17 John Street, Carlisle, Cumbria. CA2 5TR.
"Rent"	<ul style="list-style-type: none"> ✘ 1st rental payment paid by cheque £ ✘ In full on the , before date of occupation, a payment of £ ✘ No Equal payment(s) prior to the beginning of each term by standing order on and for £ ✘ equal payments of £ by standing order on the and then of each month following
"Reservation Fee"	£150.00 (non refundable)
"Room"	Means the room and includes, without prejudice to the offer of tenancy, the fixtures therein, the carpets, doors and internal glass, but excludes service media within the room.
"Service Media"	Means central heating and hot water system, electrical services for power and lighting, drainage and water services, and any data or phone service provided.
"Tenant"	
"Tenancy Period"	until the
"Term"	A fixed term of weeks from and including the

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1. INTERPRETATION

- 1.1 The expression "the Landlord" includes the person who at any particular time has the right to receive rent under this Agreement
- 1.2 Any obligation on the Tenant not to do any act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by any other person.

2. THE LETTING

- 2.1 The Landlord lets to the Tenant (but expressly excluding assignees legal or conventional and sub tenants except with the prior written consent of the Landlord) All and the Whole of the Room for the Tenancy Period.
- 2.2 The Tenant is granted the following rights for the benefit of the Room in common with the Landlord and all other similarly entitled (including, all other persons from time to time duly authorised by the Landlord for that purpose) -
 - 2.2.1 the right to come and go to and from the Room over the Common Parts of the Building designed or designated to afford access.
 - 2.2.2 the right to use the Common Parts and Areas.
- 2.3 The Landlord reserves the following rights over the Room:-
 - 2.3.1 the right for the Landlord and those authorised by the Landlord access to enter the Room on reasonable notice (except in case of emergency) for any purpose mentioned in these Tenancy Conditions.
 - 2.3.2 the right to the free passage and running of water waste gas telecoms/data electricity through any pipe, cables, wire, drains or sewers passing in or through the Room.

3. THE TENANT'S OBLIGATIONS

The Tenant shall be deemed to have accepted the Room, the Areas the Common Parts and the Building as being in good and tenable repair and condition and fit for the purposes for which they are intended to be used as at the commencement of the Tenancy Period except and to the extent that any deficiencies in the condition and repair of the Room, the Areas, the Common Parts and the Building have been expressed by the Tenant to the Landlord within 24 hours of the commencement of the Tenancy Period.

The Tenant shall be deemed to have accepted that the Contents contained within the Areas is in good and tenable repair and condition except and only to the extent that the absence of any items of the Contents have been expressed in writing to the Landlord within 24 hours of the commencement of the Tenancy Period.

The Tenant agrees with the Landlord as follows:-

- 3.1 To pay the Rent without right of deduction or set off on the days and in the manner specified.
- 3.2 In the event of late payment of Rent or any sum due by the Tenant to pay interest at a rate of 8% per annum above the base rate of The Bank of England from time to time on the Rent or other sum due from the Tenant from the date payment is due until payment is made in full (both before and after judgement). Such interest will be charged on a daily basis and compounded monthly.
- 3.3 Promptly to notify the Landlord of any damage or defect in the Room and/or the Contents and/or the Areas and/or the Common Parts and/or the Building.
- 3.4 To operate in accordance with the manufacturers instructions and not to change damage alter or interfere in anyway with the Service media and electrical appliances within the Areas.
- 3.5 To pay a fair and reasonable proportion determined by the Landlord of costs incurred by the Landlord in making good damage to the Areas and/or Common Parts and/or in replacing any fixtures or fittings damaged therein.

Declaring that the purpose of this clause.

- 3.5.1 damage to a room shall be deemed to have been caused by the Tenant of that Room;
- 3.5.2 damage to the Areas shall be deemed to have been caused by the tenants of those Areas.
- 3.5.3 damage to any Common Parts shall be deemed to have been caused by all those tenants who use the Common Parts.

In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned accordingly.

- 3.6 To permit the Landlord access to the Room to execute all necessary works of repair and maintenance, providing the Landlord has given the Tenant 24 hours notice.
- 3.7 To provide certificates of exemption for or otherwise reimburse the landlord for the council tax and all other taxes charges duties outgoings or assessments which are not or which may at any time in the future be payable in respect of
 - 3.7.1 the Room and/or Tenant's use of any property of which the Room forms part and/or
 - 3.7.2 by the occupier of the Room

(Including but not limited to television licence fees, in the Areas/Room and rental or other recurring charges during the Tenancy Period):-

- 3.8 To maintain the Room in good and tenable repair and decorative order and in a clean and tidy condition (damage by accidental fire and water damage from domestic services infrastructure excepted)
- 3.9 To maintain the Contents in at least as good repair and condition as they are in at the commencement of the Tenancy Period (and the inventory provided upon occupation shall be evidence of such existing condition which shall be deemed to be good unless a defect is noted in the inventory) fair wear and tear excepted and not to remove any of the Contents from the Room.
- 3.10 To occupy the Room personally for residential purposes only and not to assign charge sub-let or part with possession or share occupation of the Room or any part of it.
- 3.11 To not have more than one guest in the Building at any one time.
- 3.12 Not to carry on any profession trade or business whatsoever in the Room.
- 3.13 Not to use the Areas/Room for any improper immoral or illegal purpose not in anyway which may in the opinion of the Landlord be a nuisance damage or annoyance to the Landlord or to the tenants of the remainder of the Building or any adjoining premises including (but not limited to) the following obligations.
- 3.13.1 not to cause any noise which is audible outside the Room in which it is made
- 3.13.2 not to 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)
- 3.13.3 not to keep store or use in the Building any gas oil heater or other fuel burning appliance including candles.
- 3.13.4 Parties are not encouraged within the Building. Parties with non-residents of U Student are **strictly not allowed**.
- 3.13.5 Smoking is strictly NOT permitted within any U Student building**
- 3.14 Not to damage or leave in a dirty or untidy state any parts of the Building in respect of which rights are granted in clause 2.2
- 3.15 Not to alter modify decorate add to or in anyway interfere with the construction or arrangement of the Room the Areas the Contents or the Building.
- 3.16 Not to glue stick nail screw or otherwise fix anything whatsoever to the interior of the Room with the exception of the notice board provided or to place anything outside the window of the Room.
- 3.17 Providing the Tenant is still and will remain a student in full time education for the whole of the following academic year, if the Tenant wishes to renew this agreement for the following year, and has in the reasonable opinion of the Landlord fully complied with the terms of this Tenancy Agreement (subject to rent review).

- 3.18 At the end of the Tenancy Period to deliver to the Landlord the Room and the Contents in accordance with the Tenant's obligation in this clause and to clear the Tenant's own effect to deliver the key to the Landlord.
- 3.19 To ensure that any refuse is deposited in the receptacles provided for the purpose in the Building and to ensure that all such receptacles are emptied regularly and properly into the refuse store designated.
- 3.20 Not to erect any external wireless or television aerial or satellite dish.
- 3.21 Not to keep any animal bird insect or reptile in the room.
- 3.22 Not to do anything in the Room the Areas, and the Building which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 3.23 Not to obstruct any means of access within the Building.
- 3.24 To pay 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 or in reasonable contemplation of the proceedings in connection with recovery or arrears of rent or arising from any breach of the Tenant's obligations under this Agreement.
- 3.25 To allow the Landlord and those authorised by the Landlord upon reasonable notice (24 hours notice except in case of emergency) to enter the Areas and the Room to:-
- 3.25.1 Inspect its condition; and
- 3.25.2 Carry out any necessary repairs or alterations to the Room and/or Areas and/or building; and
- 3.25.3 Maintain repair and if necessary replace the Service Media and any pipes cables wires drains and sewers within the Room; and
- 3.24.4. Carry out view of prospective tenants.
- Provided that in so doing the Landlord will cause minimum possible inconvenience to the Tenant and will wherever possible carry out the works described in sub-clauses 3.24.2 and 3.24.3 after the end of the Tenancy Period.
- 3.26 The Deposit is payable to the Landlord as security for the performance of the Tenant's obligation. A fee of £17.50 is payable to the Landlord to register this deposit with a Tenancy Deposit Scheme. This is non-refundable. The Landlord shall draw on the Deposit in payment of any sums due from/or expended or expendable on behalf of the Tenants in accordance with the terms of this Agreement with the tenants consent, and shall return the balance of the Deposit (if any) to the Tenant within one month of the termination of the Tenancy and vacation of the Room by the Tenant.

- 3.27 Not to change the locks or security codes without the prior written consent of the Landlord, and to supply the Landlord with a set of keys or the new code immediately upon replacement..
- 3.28 To report immediately to the Landlord if keys or security codes or devices are lost or compromised during the Term and take immediate steps to provide new keys and or new security codes or devices, supplying the Landlord with a set of keys or the new code or device immediately upon replacement.
- 3.29 To hand over to the Landlord or the Landlord's Agent all keys and security devices or codes by 12 noon on the date the Term ends.

4. THE LANDLORD'S OBLIGATIONS

The landlord agrees with the Tenant as follows:-

- 4.1 That the Tenant paying the rent and performing all the obligations on the Tenant's part herein contained may quietly possess and enjoy the Room during the Tenancy without any interruption from the Landlord or any person on the Landlord's behalf.
- 4.2 To maintain and repair the structure of the Building including the window frames and [window glass].
- 4.3 To maintain repair clean decorate and provide adequate heating and lighting to the Common Parts.
- 4.4 To maintain all Service Media serving the Areas and or the Common Parts.
- 4.5 To provide an adequate supply of hot and cold water, heating and electrical power to the Areas.
- 4.6 To provide security facilities for the Building.
- 4.7 To provide and maintain equipment in the Common Parts.
- 4.8 Shared broadband internet access is available in each en-suite study bedroom.
- 4.9 U-student cleaner will attend three times a week. General cleaning duties will be carried out to all areas excluding en-suite study bedrooms. It is your responsibility to ensure the kitchen and common rooms are maintained tidily for cleaning. Cleaner will not wash or tidy away dirty dishes

Provided always that in relation to the obligations contained in clauses 4.2 - 4.7 the Landlord shall not be liable for any failure or delay caused by industrial disputes, shortages of supplies, inclement weather, and other causes beyond the control of the Landlord

5. ALTERNATIVE ACCOMMODATION

- 5.1 The landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation only for the purpose of carrying out emergency repairs PROVIDED THAT
- 5.2 The Tenant is given reasonable notice.
- 5.3 The Tenant will occupy the alternative accommodation on the terms of this Agreement.

6. AGREEMENTS AND DECLARATIONS

- 6.1 It is agreed that between the parties that if at any time:-
- 6.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
- 6.1.2 any obligation of the Tenant has been broken or not performed and/or observed; or
- 6.1.3 any of Grounds 2 or 8, 10-15 (inclusive) set out in the Housing Act 1988 Schedule 2 or Ground 17 of the Housing Act 1996 apply.

The Landlord shall be entitled to repossess and enjoy the Room as if this Tenancy had not been granted and Tenancy shall immediately then terminate but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of the undertakings by the Tenant contained in this Agreement.

- 6.2 Where any party to this agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 6.3 Any person who is not the Tenant and who makes payments due from the Tenant under the Tenancy Conditions does so as agent for the Tenant.
- 6.4 Ownership of the Tenants fixtures and fittings and effects left at the Room and/or Areas and/or Building at the end of the Tenancy Period and not cleared within 7 days thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell or dispose of the same for its own benefit.
- 6.5 It is agreed that an inspection of the tenants room will be carried out a month after the commencement of occupation by prior arrangement. Any damage recorded will be confirmed to you in writing and the appropriate money shall be levied against the tenants damage deposit at that time.

7. NOTICE OF MORTGAGE

The Landlord hereby gives notice to the Tenant and the Tenant hereby accepts receipt of such notice that the landlord may recover possession of the Room under ground 28 and 10 - 16 inclusive of the Housing Act 1988 and Ground 17 or the Housing Act 1996.

The Landlord further gives notice that the Building is subject to a mortgage granted before commencement of this Tenancy Agreement and possession may be also be recovered under Ground 2 in part one of Schedule Two of the Housing Act 1988 where:-

- (a) the mortgagor is entitled to exercise a power of sale conferred by mortgage deed or by section 101 of the Law of Property Act 1925
- (b) the mortgagee require possession of the property to dispose of it with vacant possession

8 GUARANTEE

The Guarantor guarantees to the Landlord that the Tenant will pay the rents reserved by and comply with the obligation on the Tenant's part contained in the Tenancy Agreement for so long as the Tenant remains bound by such obligations and the Guarantor will indemnify the Landlord against all losses damages costs and expenses suffered or incurred by the Landlord through no-compliance by the Tenant with its obligations in the Tenancy Agreement.

9 SEVERABILITY

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

10. NOTICE

Under section 48 of the Landlord and Tenant Act 1987.

11. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. ENTIRE AGREEMENT

This agreement embodies the entire understanding of the parties relating to the Areas and to all matters dealt with by this agreement.

13. REPRESENTATIONS

The Tenant acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representation expressly set out in this agreement.

14. INSURANCE

- 14.1 Subject to the same being available in the normal commercial insurance market the Landlord must insure the Building, but not the Tenant's personal property against fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles or such other risks as the Landlord from time to time in his absolute discretion decides to insure against ('the Insured Risks')
- 14.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord on the Building may become void or voidable or by which the rate of premium on any such policy may be increased
- 14.3 If and whenever during the Term the Room or any part of it or the means of access to it is damaged or destroyed by any of the Insured Risks so that the Room is not habitable, the Rent shall be suspended or a partial abatement allowed according to the nature and extent of the damage or destruction until the Room has been reinstated and is fully habitable again

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address

U Student Limited
Oakvale House
Thomas Lane
Burgh Road Industrial Estate
Carlisle
Cumbria
CA2 7ND

Dated:

The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for rent, period and in accordance with the conditions stated in this agreement.

Signed by the Landlord/Agent:

Date:

Signed by the Tenant:

Date:

Signed by the Guarantor:

Date:

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