

Your Reference: 201516/318

DATE:05/08/2015

Student name: Sadir Abdul Hadi

Centre al malaab al baladi Tripoli, 0000, Lebanon

Canto Court

122-128 (even)

Old Street

London

EC1V 9BD

Accommodation at Canto Court, 122-128 (even) Old Street, London EC1V 9BD

**Dear Sadir Abdul Hadi,**

Thanks for your recent application for accommodation at Canto Court you've made a great choice!

We are delighted you have chosen to stay with us and we're really pleased to be able to confirm that we have reserved a room for you.

There is quite a lot of detail in this pack because we always think it's important that you know what you're signing up to, so make sure you have a good read through all the information.

**Included in this pack, you'll find the following:**

**Your Tenancy Letter**

We need this to confirm the room booking and we'll need you and your Guarantor to sign this and for it to be witnessed.

**Your Payment Schedule**

This tells you when your rent is due to be paid, and how much will need to be paid.

**Payment Instruction**

If you haven't already told us how you want to pay, you'll need to complete this form.

The Tenancy Terms and Conditions attached to the Tenancy Letter tell you what you can expect from us and some of the things we need from you in return.

**The most important bit...**

Rooms at Canto Court are really popular, so we're only able to hold your room booking for a short period of time. To confirm your booking, you should return to us the Tenancy Letter, signed by you, your Guarantor and witnessed, along with your Payment Instruction (unless payment details were provided at the point of booking) and no later than 7 days from the day of this letter.

If we haven't received your documents by then, we'll need to offer your room to someone else, so make sure you don't miss out.

Please read on for details of where to send your documents.

### **Step by Step Guide to returning your documents**

1. Check the details on the Tenancy Letter and read through our Tenancy Terms and Conditions, this is what you're signing up to.
2. Sign the 'Tenant' section of the Tenancy Letter.
3. Your Guarantor also needs to sign the Tenancy Letter:
  - \* must be over 18 years of age
  - \* and will be credit checked to ascertain suitability.
4. Ask someone you know (but not your Guarantor) to witness you signing the Tenancy Letter. The witness must:
  - \* be over 18 years of age
  - \* Must NOT be a family member
  - \* Write their full name and address and sign in the spaces provided.
5. The same person or another (but not you) must also witness your Guarantor's signature.
6. Complete a payment instruction form (unless payment details were supplied at point of booking).

### **Final Checks**

Please ensure that you send us each of the items set out below:

- Your Tenancy Letter, signed by you, your Guarantor and witnessed
- Recent Passport Sized Photo with a copy of the passport
- Your Guarantor ID and Proof of Address

All you need to do now, is post the documents back to us at the following address:

**Tenancy Returns  
122-128 (even) Old Street, London EC1V 9BD**

Make sure you put enough postage on the documents - otherwise we might not receive them in time.

### **What happens next?**

1. Check your email account. We'll email you as soon as we've received your documents and providing everything we need is there, we'll confirm your room booking.
2. If you currently live outside the UK or you have decided to pay all your rent using a Credit or Debit Card not issued in the UK, please make contact with your bank to let them know the payment amounts and the dates the payments are due to be collected.

**Tenancy Letter**

Date: 05/08/2015

Student name: Sadir Abdul Hadi

Centre al malaab al baladi Tripoli, 0000, Lebanon

Dear Sadir Abdul Hadi,

Thank you for your recent application for accommodation.

Below you will find confirmation of the accommodation. As long as the Tenancy Letter is returned to us, signed by you and your Guarantor and witnessed, and then signed by us, your Tenancy will start from the date outlined below.

The Tenancy is subject to the Tenancy Terms and Conditions included in this pack.

The principal terms of the agreement are as follows:

**Landlord Details**

Landlord	Allman R2 Limited Partnership
Landlord / Agent Address	Landlord address: Landlord address: 161 Brompton Road, 4 <sup>th</sup> Floor, London, SW3 1QP <a href="mailto:infocanto@cantocourt.com">infocanto@cantocourt.com</a>

**Tenant & Guarantor Details**

Tenant's Full Name	Sadir Abdul Hadi
Tenant's Current Address	Centre al malaab al baladi Tripoli, 0000, Lebanon <i>DTripoli</i>
Tenant's email	<a href="mailto:Sadeer11@gmail.com">Sadeer11@gmail.com</a>
Tenant's phone number	009617687766 / 009616200445
Tenant's University/College	UCL
Tenant's year/course	1 <sup>st</sup> year, Meng Computer Science
Tenant's UCAS/Customer ID no.	1148753104
Guarantor's Full Name	n/a
Guarantor's Address	n/a
Guarantor's email	n/a
Guarantor's phone number	n/a

**Accommodation Details**

Property	Canto Court, 122 Old St, London EC1V 9BD
Flat/ Room Number	318

**Tenancy Period**

Tenancy Start Date	14/09/2015
Tenancy End Date	19/06/2016

**Payment Details**

Utility Fee	n/a
Security Deposit	£500.00
Cost per week	£309.00
Total rent charge	£12,360.00

**Payment Schedule****BANK ACCOUNT DETAILS FOR THE PAYMENTS**

Account name: Allman R2 Limited Partnership

Bank: The Royal Bank of Scotland

Sort code: 15-10-00

Account number: 24222880

BIC: RBOSGB2L

IBAN: GB49 RBOS 1510 0024 2228 80

Customer ID	201516/318
Customer Name	Sadir Abdul Hadi
Accommodation Details	Classic Studio

Below you'll find details of the payments you've agreed to make to us, and the method by which you've chosen to pay. Please check the payment details carefully to ensure you will be able to make the required payments on the due dates. If you have any queries relating to the payment information below, please contact the Manager as soon as possible.

Number of Instalments	1
Method of Payment	Debit / Credit Card / Bank Transfer

Amount Due	Date Due
£12,360.00	on or before 04 <sup>th</sup> September 2015

## **Special Conditions**

The following special conditions will apply to the Tenancy Agreement:

### **Cancellation Policy Standard Tenancy**

1. Unless you have already collected the keys to the accommodation, you may cancel your booking by writing or sending an e-mail to us at [infocanto@cantocourt.com](mailto:infocanto@cantocourt.com) at any time during the 14 days after you agreed and signed the terms and conditions of your tenancy agreement (the 14 Day Cooling-Off Period). If you do that, we will make no charge and will return your Security Deposit to you.
2. If you want to cancel after the expiry of the 14 Day Cooling-Off Period you will have to pay all amounts due under your Tenancy Agreement unless a replacement Tenant is found for your Room or you enter into a New Tenancy. If a replacement Tenant is found for your Room, we will release you from your Tenancy Agreement from the start date of the replacement Tenant's new Tenancy Agreement. If you have occupied the Room prior to this, you will be charged £50.00 to cover our costs of preparing the Room for the replacement Tenant. If no replacement Tenant is found for your Room we will retain your Security Deposit until all amounts due under your Tenancy Agreement have been paid. No refund will be made of the Utility Guarantee Fee (as referred to in the Tenancy Terms and Conditions).

### **3. No Place No Pay Applicable to 1st year students only**

If you are a prospective first year undergraduate student and your offer of a place at your preferred University / Higher Education Institution is withdrawn by the University / Higher Education Institution as a result of you not achieving their required entry grades, you may be eligible to be released from this agreement.

To apply to be released from this agreement in the circumstances referred to above, you will need to supply us with a copy of:

- ② A written rejection letter from your chosen university /college or UCAS; or
- ② A screen shot of your UCAS status which confirms that the required results were not achieved.

These document(s) must be received by us within 7 calendar days from the date your results are published.

Please email the documentation to [cantocourt@realstargroup.com](mailto:cantocourt@realstargroup.com). On receipt of the required documentation it will be verified and, provided we are satisfied, we will cancel your agreement and refund your deposit and any monies received in full.

### **Completion of Tenancy**

As long as this letter is signed by you and your Guarantor (both in the presence of a witness, who should add his/her signature, name, address) and is returned to and received by us within 7 days of this letter, together with payment of the Security Deposit, Utility Fee (if not already paid), we will also sign this letter, which will then, together with the Tenancy Terms and Conditions will form the Tenancy Agreement.

We will e-mail you confirmation that the Tenancy Agreement has been completed and if you or your Guarantor request, we will send you a copy of the completed Agreement.

**THE ATTENTION OF THE TENANT IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 4 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.**

Until the Tenancy Agreement is completed, the Landlord reserves the right to withdraw the provisional booking. In particular, the Landlord reserves the right not to complete the Tenancy Agreement if the Tenant is in breach of any other tenancy or other agreement entered into with the Landlord or any other landlord.

#### IMPORTANT NOTICE

By signing this letter, the Tenant and the Guarantor will, upon completion of the Tenancy Agreement, create a binding legal contract. If either the Tenant and/or the Guarantor do not fully understand the nature of that contract, it is recommended that they take independent legal advice before signing. IN PARTICULAR, THE ATTENTION OF THE GUARANTOR IS DRAWN TO CLAUSE 13 OF THE ENCLOSED TENANCY TERMS AND CONDITIONS.

#### Tenant and Witness - Complete section below:

Tenant Name: <i>Sadir Abdul Hadi</i>	Tenant Signature: <i>[Signature]</i>	Date: <i>15-08-2015</i>
Witness Name: <i>AIAIN Greige</i>	Witness Signature: <i>[Signature]</i>	
Witness Address: <i>AKL Residence Main Street - Kousba Lebanon.</i>	(witness must be over the age of 18 and not a family member)	

#### Guarantor and Witness - Complete section below

Guarantor Name: .....	Guarantor Signature: .....	Date: .....
Witness Name: .....	Witness Signature: .....	
Witness Address: .....	(witness must be over the age of 18 and not a family member)	
.....		
.....		
	Date signed: .....	

#### To be completed by Landlord:

Full Name: .....	Signature: .....
Job Title: .....	Date Signed: .....

## **TENANCY TERMS AND CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In these Tenancy Terms and Conditions:

"Accommodation Fee" means the total of those amounts referred to in the Payment Schedule;

"Building Common Areas" means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store and any other common areas in the Building provided for the benefit of all tenants;

"Building" means the building or buildings where the Room, Flat, Flat Common Areas and the Building Common Areas are situated;

"Contents" means the furnishings, fixtures and fittings in the Room or Flat Common Areas as listed on the inventory to be provided to you on moving-in to the Room;

"Flat" means the flat referred to in the Tenancy Letter, including its Contents, but excluding the Service Media in the Flat;

"Flat Common Areas" means the Flat, other than the Room and other rooms within the Flat occupied exclusively by other tenants of the Flat;

"Guarantor" means someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).

"Housing Act 1988" means the Housing Act 1988 (as amended by the Housing Act 1996);

"Manager" means Realstar Management (UK) Ltd, authorised and instructed to act on behalf of the Landlord in connection with the management of the Building.

"Payment Schedule" means the schedule setting out the amounts and the dates on which the Accommodation Fee must be made;

"Regulations" means such regulations, including, but not limited to those set out in the Appendix to these Tenancy Terms and Conditions, as we may make for the purpose of ensuring the safety, security, cleanliness and good management of the Building, any part of it, or the comfort or convenience of the tenants of rooms or flats in the Building, or the efficient or economic performance by us of our obligations under the Tenancy Agreement;

"Rent" means the Accommodation Fee, less the Utility Guarantee Fee and the Security Deposit, as set out in the Payment Details;

"Room" means the Room as referred to in the Tenancy Letter including its Contents, but excluding the Service Media within the Room;

"Security Deposit" means the sum of £500;

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Tenancy Agreement" means the tenancy agreement constituted by the Tenancy Letter, the Payment Schedule and these Tenancy Terms and Conditions;

"Tenancy Letter" means the tenancy letter addressed to the Tenant which is enclosed with or attached to these Tenancy Terms and Conditions;

"Tenancy Period" means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date.; and

"Tenant" means anyone who is entitled to use the premises under the terms of the tenancy, including guests, visitors or contractors of the Tenant. If this is a joint tenancy you are all responsible (separately and jointly) for the tenants' responsibilities. This is known as joint and several liability.

1.2. Unless set out to the contrary above, all terms defined in the Tenancy Letter shall have the same meanings given to them in these Tenancy Terms and Conditions.

1.3. The expression "Landlord" includes any person who at any particular time has the right to receive rent under the Tenancy Agreement.

1.4. When used in these Tenancy Terms and Conditions, the expressions us we and our shall be taken as references to the Landlord and the expressions you and your shall be taken as references to the Tenant.

1.5. Any obligation on us or you not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.

1.6. If any party to this Tenancy Agreement comprises two or more persons, all obligations can be enforced against them both or as separate individuals.

1.7. Headings used in these Tenancy Terms and Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

1.8. The Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement.

1.9. If when this Tenancy Agreement is signed you are under 18 years of age, the Tenancy Agreement will as a matter of law take effect as a Licence to occupy until such date as you become 18.

## **2. THE LETTING**

2.1. We let the Room to you for the Tenancy Period subject to these Tenancy Terms and Conditions.

2.2. You are granted the following rights for the benefit of the Room in common with us and all other tenants of the Building (including all other persons from time to time duly authorised by us):

2.2.1. The right to use the Building Common Areas and the Flat Common Areas, including the right to come and go to and from the Room over such of the Building Common Areas as are designed or designated to allow access; and

2.2.2. The right to use the shared facilities within the Flat Common Areas.

2.3. We reserve for ourselves and all those authorised by us the following rights over the Room:

2.3.1. The right (for us and those authorised by us) to enter the Room and the Flat on reasonable written notice (except in an emergency) for any purpose mentioned in these Tenancy Terms and Conditions; and

- 2.3.2. 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 and the Flat.
- 2.4. It is a condition of this Tenancy Agreement that you remain a student in full time education throughout the Tenancy Period; that you are not in breach of any previous tenancy agreement or any other agreement with us or any other company; and you have no unspent criminal convictions. If you breach this condition you will be in breach of the Tenancy Agreement, although such a breach will not allow you to avoid liability under the Tenancy Agreement. Similarly, if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity in entering into this Tenancy Agreement or in making any payment due under this Tenancy Agreement, you will be in breach of its terms.
- 2.5. If you breach any of these Tenancy Terms and Conditions, we reserve the right to (and you agree that we may), inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.

### **3. OUR OBLIGATIONS**

- 3.1. We agree with you that if you pay the Rent and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Tenancy Period without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions), we will:
  - 3.1.1. Maintain and repair the structure of the Building including the window frames and window glass;
  - 3.1.2. Maintain, repair, and provide adequate heating and lighting to the Building Common Areas and the Flat Common Areas; and to clean the Building Common Areas;
  - 3.1.3. Maintain all Service Media serving the Flat, the Building Common Areas and the Flat Common Areas;
  - 3.1.4. Provide a supply of hot and cold water, heating and electrical power to the Flat;
  - 3.1.5. Provide security facilities for the Building; and
  - 3.1.6. Provide and maintain equipment in the Building Common Areas and the Flat Common Areas.
- 3.2. We reserve the right during the Tenancy Period to move you to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs to the Room and/or the Flat or if we consider it necessary or desirable to avoid difficulties between tenants or for the better management of the Building PROVIDED THAT:
  - 3.2.1. You are given reasonable notice;
  - 3.2.2. The alternative accommodation is of no lesser standard than your Room/Flat; and
  - 3.2.3. You will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement.

#### **4. YOUR OBLIGATIONS**

##### **4.1. You agree to:**

- 4.1.1. Pay the rent in the amounts and on or before the dates as set out in the tenancy letter which constitutes an integral part of these tenancy terms and conditions.
- 4.1.2. Accept the Room, Flat, Building Common Areas, Flat Common Areas 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 from the Tenancy Start Date unless you let us know in writing of any defects in the condition and repair within 48 hours of you moving into the Room (which means when you collect the keys for the Room);
- 4.1.3. Accept that all the Contents are present in the Room and Flat unless you let us know in writing that items are missing from the inventory within 48 hours of moving into the Room;
- 4.1.4. Provide us with a certificate of exemption for council tax or, if you are not entitled to such a certificate, you will be responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption. You also agree to reimburse us for all other taxes, charges, duties, outgoings or assessments which are payable during the Tenancy Period relating to the Room and/or your use of the Room or any other part of the Building, including television licence fees, charges for the use of a telephone (if any) in the Flat or Room and rental or other recurring charges during the Tenancy Period;
- 4.1.5. Comply with any Regulations which we may notify you of in writing from time to time (including but not limited to those set out in Appendix 1 to these Tenancy Terms and Conditions), but if there is any conflict between these Tenancy Terms and Conditions and those Regulations, these Tenancy Terms and Conditions will apply; and
- 4.1.6. Report any accident or incident in or around the Building to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by us, you agree to complete an incident or accident form and return it to us.

#### **5. ACCOUNT PAYMENTS**

- 5.1. You agree to pay the Rent and all other payments included in the Payment Schedule on the dates set out in that schedule to us (or to whosoever we shall direct). You will not off-set any amounts against the Rent or any other amounts due.
- 5.2. Anybody who makes payments on your behalf of Rent or other amounts due from you under this Tenancy Agreement does so as your agent. Where applicable, funds will only be returned to the Tenant following the end of the Tenancy Period.
- 5.3. It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates.
- 5.4. You agree to pay any bank charges we are charged by our bank if your payment instruction, standing order or any other payment means is returned, cancelled or not paid for any reason.

## **6. ARREARS**

- 6.1. If payment of the Rent or any other amount due from you under this Tenancy Agreement is late, you agree to pay interest at the rate of 4% per annum above the base rate of Royal Bank of Scotland 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.
- 6.2. You agree to pay us (or to whosoever we shall direct), an administration fee of £25 for each letter we send you in respect of late payment of Rent and £24 for each disconnection and reconnection of the internet or any other amount you owe under the terms of the Tenancy Agreement.
- 6.3. If payment of the Rent or any other money due from you under this Tenancy Agreement is late we reserve the right to:
  - 6.3.1. Remove any promotional discounts relating to your Tenancy Agreement;
  - 6.3.2. Refer your account to a debt collection agency and charge you all reasonable and proper costs and expenses (including legal costs) and any VAT thereon incurred by us in order to recover outstanding Rent or other monies unpaid by you; and
  - 6.3.3. Enter the Flat Common Areas (with reasonable written notice) to discuss arrears with you.

## **7. TRANSFER OF TENANCY**

- 7.1. You agree that you will not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining our written consent, which we will not unreasonably withhold. However, we may as a condition of the proposed transfer:
  - 7.1.1. Charge you an administration fee of £250
  - 7.1.2. Require you and your Guarantor to enter into a guarantee of the incoming tenant's obligations under the Tenancy Agreement (but only for such time as the incoming tenant remains the tenant under the Tenancy Agreement) in a form reasonably required by us;
  - 7.1.3. If it is reasonable to do so, require the incoming tenant to provide a Guarantor of his/her own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and
  - 7.1.4. Require the incoming tenant to enter into an agreement with us which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.
- 7.2 You will not sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.

## **8. YOUR OBLIGATIONS TO MAINTAIN THE ROOM/ FLAT**

- 8.1. You agree that you will:

- 8.1.1. Maintain the Room and, with the other tenants of the Flat, the Flat Common Areas in at least as good repair and decorative order and clean condition as they are in at the Tenancy Start Date (except for damage by accidental fire and water from the Service Media);

- 8.1.2. 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 (the inventory we provide you on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted on the inventory in accordance with Clause 4.1.2);
  - 8.1.3. Not remove any of the Contents from the Room or the Flat Common Areas;
  - 8.1.4. Occupy the Room personally for residential purposes only;
  - 8.1.5. Promptly notify us of any damage or defect in the Room and/or the Contents and/or the Flat and/or the Building; and
  - 8.1.6. 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 are not supplied by us comply with all relevant standards and regulations.
- 8.2. You also agree to pay us a fair and reasonable proportion, as determined by us acting reasonably, of any costs we incur in repairing any damage to the Room or the Flat and/or in replacing any of the Contents of the Room/Flat, which damage is caused by you or your guests, or your failure to observe and comply with your obligations under this Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any such damage or replacing any such Contents shall be apportioned as if:

- 8.2.1. You caused the damage to the Room (or the Contents of the Room); and

- 8.2.2. All the tenants of the Flat caused the damage to the shared facilities or Contents in the Flat Common Areas.

## 9. TENANT CONDUCT

- 9.1. You agree that you will occupy the Room/Flat for personal residential purposes only and that you will not:

- 9.1.1. Sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances; or

- 9.1.2. Carry on any profession, trade or business whatsoever in the Room or the Flat.

- 9.2. You also agree that you will not use the Room, the Flat or the Building for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Building, any adjoining premises or to us. In particular, you will not:

- 9.2.1. Cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Flat Common Areas can be heard outside the Flat Common Areas;

- 9.2.2. Keep or use drugs, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971);

- 9.2.3. Keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat or Building;

- 9.2.4. Harass, threaten or assault any other tenants of the Building or their guests or any of our employees or any other person;
  - 9.2.5. Tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) and to vacate the Building (and to ensure that any visitors you have also vacate the Building), immediately whenever the fire alarm is sounded;
  - 9.2.6. Use designated fire escapes except for the purposes of emergency escape;
  - 9.2.7. Obstruct any means of access within the Building;
  - 9.2.8. Keep, store or use any gas or oil heater or other fuel burning appliance in the Building, including candles;
  - 9.2.9. Keep any animal, bird, insect or reptile in the Room, the Flat Common Areas or the Building Common Areas;
  - 9.2.10. Damage or leave in a dirty or untidy state any parts of the Building;
  - 9.2.11. Alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building;
  - 9.2.12. Fix anything to the interior of the Room or the Flat Common Areas in any manner which may damage the structure or decoration of the Room or the Flat Common Areas or place anything outside the windows of the Room or the Flat Common Areas;
  - 9.2.13. Erect any external wireless or television aerial or satellite dish; and
  - 9.2.14. Do anything in the Room, the Building Common Areas or the Flat Common Areas which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force;
  - 9.2.15. Tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
  - 9.2.16. Bring any of the following items into the Flat/Room without the written consent of the Manager: upholstered furniture (such as sofas and arm chairs), heating equipment or any electrical equipment which does not comply with all relevant British Standards;
  - 9.2.17. Mark or label any keys and will report the loss of any keys immediately to the Manager;
- 9.3. In the event of a failure by you and/or any of your guests to abide by Clauses 9.2.1 and/or 9.2.5 of the Tenancy Terms and Conditions, or you and/or any of your guests using the Building Common Parts in any manner which, in our reasonable opinion, causes a nuisance or annoyance to us, the other tenants of the Building or any adjoining premises, we may levy a fine of up to £50.00 on you. You shall pay such fine to us within seven days of such fine being imposed. Our right to levy such a fine or fines is without prejudice to any other right or remedy we may have.
- 9.4. You also agree that you will:
- 9.4.1. Take all reasonable steps to ensure that the Flat/Room are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when you leave);

- 9.4.2. Comply with the published Internet Usage Policy as amended from time to time;
- 9.4.3. Pay on written demand a reasonable sum of charges as determined by the Manager or as required by the relevant emergency service to cover any costs incurred by the Landlord or the Manager if you or your guests set off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of the Building;
- 9.4.4. Not prepare or cook food anywhere other than in the kitchen in the Building and not keep or use deep fat frying equipment anywhere on the Building;
- 9.4.5. Not smoke in the Building other than in the smoking areas designated outside the building;
- 9.4.6. Not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Building and not to dry clothes on any storage or electrical convector or fan heaters;
- 9.4.7. Not store bicycles in the Building or any access ways or staircases but instead will store any bicycle in the bicycles storage areas designated by the Manager. In the event that the Landlord or the Manager (as directed) is required to remove any bicycle stored in breach of this clause you shall pay on demand £25 (inclusive of VAT) before the release of the bicycle to you.

9.5. You also agree that you will allow us (and those authorised by us), with reasonable written notice (except in cases of emergency), to enter the Room and Flat at reasonable times (causing as little inconvenience as possible), to:

- 9.5.1. Inspect its condition;
- 9.5.2. Carry out viewings of the Room and/or Flat with prospective tenants or purchasers of the Building;
- 9.5.3. Carry out any necessary repairs or alterations to the Room and/or Flat and/or Building; and
- 9.5.4. Maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room.

9.6. You will also make sure that any guests/visitors you may have to the Building comply with the provisions of this Clause 9 and you agree that you will be responsible for the conduct of such guests/ visitors and will be in breach of these Tenancy Terms and Conditions if they fail to comply with the provisions of this Clause 9.

## 10. WHEN YOU LEAVE

10.1. You agree to:

- 10.1.1. Return the Room, the Contents and the key to the Room/Flat/Building to us at the end of the Tenancy Agreement (however and whenever it ends), in the same condition as recorded on the inventory and, by no later than 10am on the date the Tenancy Agreement ends;
- 10.1.2. Remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
  - Remove any of your belongings you leave in the premises after the end of the tenancy; or
  - Charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the building.

- 10.1.3. Jointly and severally with the other occupiers of the Building ensure that the Building Common Areas are left in the same clean state and condition as they were in at the beginning of the Tenancy Period;
- 10.1.4. Make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose; and
- 10.1.5. Pay all reasonable and proper costs and expenses (including legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations under the Tenancy Agreement.
- 10.1.6. Confirm to the Manager the correct address and/or bank details to which the Security Deposit (net of any deductions as applicable and made in accordance with the terms of this Agreement) should be refunded. If the Manager is not provided with such confirmation, within five (5) working days from the end of the Tenancy Period, the Security Deposit (in part or in full) will be returned by cheque to the Tenant's current home address indicated on page one (1) of this Tenancy Agreement.

## **11. YOUR SECURITY DEPOSIT**

- 11.1. You agree to pay to us the Security Deposit as security for the performance of your obligations under the Tenancy Agreement.
- 11.2. At the end of the Tenancy Period, you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Security Deposit. However, we reserve the right to give you notice of our intention to draw on the Security Deposit at any time in payment of any sums due from or spent on behalf of you under the Tenancy Agreement. Where applicable, the Security Deposit, or the relevant amount of the Security Deposit, will be returned to the Tenant following the end of the Tenancy Period.
- 11.3. You will not off-set the Security Deposit against any payment of Rent or other sums due to us under the Tenancy.
- 11.4. We agree that the Security Deposit shall be protected by "DPS" in accordance with the rules of the Tenancy Deposit Protection Scheme.

## **12. AGREEMENTS AND DECLARATIONS**

- 12.1. It is agreed between you and us that if:
  - 12.1.1. The whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
  - 12.1.2. There has been a breach, non-performance or non-observance of your obligations; or
  - 12.1.3. Any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply
  - 12.1.4. Then we may apply for a Court Order stating that we shall repossess the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy

either you or we may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.

- 12.1.5. If the Room, Flat and/or Building are destroyed, or are otherwise damaged so as to make the Room and/or Flat incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

### **13. GUARANTEE**

The Guarantor provides an additional security to the Landlord that the Tenant shall pay the Rent and is responsible for complying with any and all of the obligations created under this Tenancy Agreement and imposed upon the Tenant, whether pecuniary or otherwise, should the Tenant fail to meet such obligations.

- 13.1. The Guarantor covenants are a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent and/or to observe or perform any of the covenants under this Tenancy Agreement.

- 13.2. The liability of the Guarantor under clause 13.1 and 13.2 shall continue until the Tenancy comes to an end and all of the Tenant's obligations under the lease are fulfilled and the Tenant is released from the tenant covenants of this Tenancy Agreement.

- 13.3. The liability of the Guarantor shall not be affected by:

- 13.3.1. Any time or indulgence granted by the Landlord or the Manager to the Tenant; or

- 13.3.2. Any delay or forbearance by the Landlord, or the Manager in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Tenancy Agreement or in making any demand in respect of them; or

- 13.3.3. The Landlord or the Manager exercising or refraining from exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the Tenant covenants of this Tenancy Agreement;

- 13.3.4. The Landlord or the Management Company taking any action or refraining from taking any action in connection with the Security Deposit;

- 13.3.5. The Tenant dying or becoming incapable of managing their affairs.

### **14. SEVERABILITY**

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

### **15. DATA PROTECTION**

- 15.1. The tenant agrees that the Landlord or the Manager may provide the Tenant's name, address and other details to third parties including but not limited to; referencing companies; utility providers; the local authority; online tenancy processing agents and the appropriate tenancy deposit protection scheme provider. The Tenant acknowledges that this information may be processed on servers outside of the United Kingdom.

## **16. NOTICES**

16.1. As required by Section 48 of the Landlord and Tenant Act 1987 you are hereby notified that you may serve notices (including notices in proceedings) on us by you at the following address:

Allman R2 Limited Partnership  
161 Brompton Road  
London  
SW3 1QP

The addresses for service of notices on you and/or the Guarantor are the addresses of those parties as set in the Tenancy Letter.

## **17. JOINT AND SEVERAL LIABILITY**

If two or more people have signed this Tenancy Agreement, they are joint and severally liable for the terms and conditions of this Tenancy Agreement. This means that each individual is fully responsible for making sure that all the conditions in this Tenancy Agreement are adhered to, including (but not limited to) paying the Rent.

