

This is a legally binding agreement and the tenant and guarantor should read this carefully.

In accepting this agreement the tenant agrees to abide fully by these terms and conditions which include paying all sums due for the full duration of the tenancy period

All UK students must have a UK guarantor and can either pay their rent termly or for full year in advance. In special agreed circumstances rental can be paid monthly in advance with additional cost of £5 per week rental.

Any International students or UK students without guarantor must pay rent for full year in advance

This agreement is between

The Landlord – Name and address stated on page one of this agreement

The Tenant – Name and address stated on page one of this agreement

The Guarantor – Name and address stated on page one of this agreement

1 LETTING

1.1 In consideration of the rent and the tenants obligations in this agreement The landlord agrees to let the room to the tenant for the tenancy period.

1.2 The rent shall be payable as per the rent schedule on page one of this agreement and should be transferred by the tenant into the account details below on or before the due date

Barclays Bank Sort Code 204917 Account 63144984 Payee Sangha Developments Limited. Please ensure you quote your name and room no as reference.

1.3 On making the reservation the tenant shall pay the Reservation Fee which at the start of the tenancy reverts to being the Deposit. This is security for the performance of the Tenant`s obligations under this agreement. The Landlord shall be entitled to draw on the deposit for any sums due from/or expended or expenditure on behalf of the Tenant in accordance with the terms of this agreement including but not limited to:

1.3.a. Any damage or compensation for damage to the Room and/or the Flat and/or Common Parts, any fixtures and fittings or missing items for which the tenant may be liable. The Tenant is also liable for any damage caused by visitors invited into the Building by the Tenant.

1.3.b. The reasonable costs incurred in compensating the Landlord and or for rectifying or remedying any breach by the Tenant of the Tenant`s obligations under this Agreement including those relating to the cleaning of the Room and/or the Flat and/or the Common Parts and any fixtures and fittings.

1.3.c. Any unpaid accounts for Council Tax for which the Tenant is liable

1.3.d. Any rent or money due or payable by the tenant under this Agreement which remains unpaid at the end of the Term

1.4 At the start of the Tenancy when the reservation fee reverts to Deposit this will be lodged with Deposit Protection Service (a company which is accredited by the Government) in accordance with their terms and conditions which can be viewed at www.depositprotection.com

1.5 The Landlord shall notify Deposit Protection Service at the expiration of the tenancy period and the vacation of the room by the tenant to return the balance (if any) of the deposit to the Tenant provided that all of the Tenant`s obligations contained in this agreement have been complied with to the reasonable satisfaction of the Landlord. The Tenant will be given the opportunity to attend a check out inspection with a representative of the Landlord at the time of vacation and the list of charges applicable to rectification of any cleaning or damages for the

bedroom/bathroom which the Tenant is wholly responsible for and the cleaning or damages to the common area inside the Flat which the Tenant has shared responsibility for with their Flatmates will have been supplied to them in advance of check out.

1.6 Any monies received from UK or overseas Banks from a Tenant that result in the Landlord incurring charges from their bank will be paid by the Tenant

1.7 The Tenant in common with The Landlord and all other persons similarly entitled (including all other persons from time to time duly authorised by the Landlord for that purpose) is granted the following rights for the benefit of the Room:

1.7.a The right to come and go to and from the Room and pass over the common parts designed or designated to afford access to the Room

1.7.b The right to use the shared facilities within the common parts of the Flat.

1.8 The Landlord reserves the following rights over the Room

1.8.a The right of access for the Landlord or the persons authorised by the Landlord to enter the room on reasonable notice (except in an emergency and if the Landlord believes clauses 2.3.a 1- 2.3.a. 11 inclusive are being breached where no notice may be given) for any purpose mentioned in this agreement.

1.8.b The right to the free passage of running water, soil, gas, electricity, and any other media through any cable, pipe, wire, sewer or drain passing through the Room.

2. TENANT OBLIGATIONS

2.1.a To pay the rent without right of deduction or set off in accordance with clause 1.2 of this agreement. If it is necessary to write to the Tenant regarding non payment a charge of £15 per letter will be imposed.

2.1.b In the event of late payment of rent by the Tenant in excess of 14 days from the due date a late payment charge of £30 will be incurred and if still outstanding after 30 days interest at 8 per cent above Bank of England Base rate will in addition be charged on the amount outstanding. Any cheque returned unpaid by the bank will incur a charge of £30

2.2.a The tenant shall be deemed to have accepted the Room, Flat and Common parts of the building as being in good tenable condition and repair (save for reasonable wear and tear) and fit for the purpose 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, Flat and Common parts of the building shall have been expressed in writing to live@sanghastudentaccommodation.com within 48 hours of commencement of the tenancy period. The Landlord shall accept that there are no deficiencies if no such notification is received.

2.3.a The Tenant shall show respect for other persons living/working in the Building at all times, including but not limited to:

2.3.a.1. Keeping noise at a level that does not interfere with the study sleep or comfort of other residents, staff, visitors and your neighbours. This includes TVs, music equipment, CD players, stereos and loud talking or shouting. It is understood that if such item can be heard outside of the Room itself it is deemed as too loud and should not be used at all between 11pm-8am. The Tenant shall reduce the level of noise if asked to do so. If Security is required to attend a noise complaint which is found to be justified then the charge of £50 will be imposed on the person/persons creating the disturbance.

2.3.a.2. Behaving with respect and consideration towards other residents, staff visitors and your neighbours. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other tenants possessions without permission and respecting the privacy of others.

2.3.a.3. Not harassing, threatening or using violence towards any person.

2.3.a.4 Not committing any arrestable offence, or acting in a manner which conflicts with the Landlord's policies on drugs, offensive weapons or equal opportunities, nor in any way acting in a manner which is likely to bring the Landlord into disrepute

2.3.a.5 Not bringing any fireworks or any other items which the Landlord reasonably considers to be dangerous, including (without limitation) firearms, air weapons, bows, knives, swords, martial arts weapons and any other offensive weapons including paint ball guns and replica, ceremonial and toy weapons.

2.3.a.6 Being responsible for Tenant`s visitor`s behaviour whilst they are in the building. This includes being responsible for payment of repair of any damage and any losses they may cause.

2.3.a.7 Not to congregate in groups within the common area of the Flat or the building so as to cause nuisance to others.

2.3.a.8 Not to smoke or permit guests to smoke tobacco, use electronic cigarettes, shisha pipes or any other smoking implement anywhere inside the building or within the exterior boundary of the building. Any person/s found smoking or having evidence of smoking taking place either within the bedroom/bathroom or common area of the Flat or common area of the building will incur an immediately payable fine of £200.

2.3.a.9 A Tenant should not use their own wireless router within the Flat or use the internet to receive any copyrighted material or for illegal or immoral purposes.

2.3.a.10 Not to sleep in the common area of the Flat overnight or allow visitors to do so. A Tenant may have one guest to sleep overnight in their room for a maximum of 2 nights in any week.

2.3.a.11 The Tenant agrees that the Landlord or their representative has absolute discretion to remove or exclude any guest from the building where the Landlord or the representative believes their exclusion is necessary for the safety and well being of others.

2.3.a.12 The Tenant agrees to pay the Landlord the relevant charge for each and every occasion that persons authorised by the Landlord are required to visit the building to attend an incident which includes giving access to Tenants who are locked out due to not having keys in their possession, noise disturbance etc. Such charges are £35 during 9am-6pm Monday-Friday and £50 6pm-9am Monday-Friday and at any time on Weekends and Public Holidays. The Tenant understands that lost key replacement can only take place during Monday-Friday (excluding Public Holidays) 10am-6pm on the following working day after the loss is reported on payment of £20 for each key or fob that requires replacement.

SAFETY AND SECURITY

2.4.a. It is the Tenant`s responsibility to ensure that the building remains safe to live in. The Landlord accepts no responsibility for itself, it`s employees or others for any injury or loss of property which results from the resident`s faulty appliances or from residents misuse of electrical installations and wiring. The Landlord reserves the right to remove any appliances or equipment they suspect to be defective, faulty or dangerous.

2.4.b. The Tenant agrees to vacate the building and ensure any of it`s visitors do so whenever the fire alarm is sounded and follow the evacuation procedure attached to this contract., at all times co-operating with the staff and emergency services.

2.4.c. The Tenant agrees not to do anything which may cause a fire hazard including but not limited to those listed in 2.4.c 1-6 inclusive and should the premises suffer from fire damage caused by breaches of these terms and/or negligence of the tenant, the tenant will be responsible for the repayment of the excess payable on the Landlords buildings or contents insurance or the full cost of the repair whichever is the lower value.

2.4.c.1. Using any candles, joss sticks or anything with a naked flame.

2.4.c.2 Obstructing corridors, stairwells or fire escapes with refuse or other objects.

2.4.c.3 Using any additional heaters within the building except those supplied by the Landlord for temporary emergency use.

2.4.c.4 Using any cooking equipment in the bedroom

- 2.4.c.5 Using deep fat fryers or chip pans
- 2.4.c.6 Bringing and using additional fridges, freezers, microwaves or other kitchen equipment into the bedroom.
- 2.4.c.7 The tenant agrees not to tamper with any fire doors/wedge them open, or any fire prevention or control equipment including covering of smoke detection devices. Any persons found to have tampered with or covered fire detection devices will incur an immediately payable fine of £200.
- 2.4.d The tenant agrees to observe the No Smoking policy within the building
- 2.4.e. The Tenant agrees to ensure that their bedroom door is locked when they leave the room.
- 2.4.f The Tenant agrees not to copy or part with the room key or flat fob to others and to report any loss immediately
- 2.4.g The Tenant agrees that the Landlord is not responsible for any loss or damage to personal belongings within the Room, Flat, building or bicycle storage areas and that the Tenant acknowledges that the Landlord has no responsibility to the Tenant for any such items and that it advises Tenants to take out their own possessions insurance.

LIVING ENVIRONMENT

- 2.5.a. The Tenant shall keep the Room and Flat in a clean and tidy condition at all times and to carry out its share of cleaning in the common area of the Flat. The Tenant understands that kitchen/lounge/corridor inspections will be carried out fortnightly and if found to be in an unacceptable state of cleanliness and tidiness then all tenants within that Flat will be given 24 hours to rectify and if on reinspection areas are still in an unacceptable state then the Tenants will share the cost of the Landlord employing cleaning staff to rectify. The Tenant understands that mid tenancy inspections will be carried out of the bedroom/bathroom with prior notice given and if the areas are found to be in an unacceptable state of cleanliness and tidiness then the Tenant will be given 24 hours to rectify and if on reinspection after this time the area is still in an unacceptable state then the Tenant will pay the cost of the Landlord employing cleaning staff to rectify and grant them access to do so.
- 2.5.b. The Tenant will regularly remove all refuse from within their bedroom/bathroom and share in the duty of removing refuse from the kitchen/lounge/corridor areas. This should be placed inside the refuse containers provided and not under any circumstances left on the floor. Any Tenant found to be dumping refuse on the floor will incur a fine of £20 per item or bag of refuse.
- 2.5.c. The Tenant shall not remove any items of furnishings from the Room or common area of the Flat
- 2.5.d. The Tenant shall not change or damage the decorative finish of the Room or Flat. This includes not to glue, stick, nail or screw or otherwise fix anything whatsoever to the interior of the Room or Flat except on the notice board in the Room. Any failure to observe this which results in damage to redecoration will incur a charge of £50 per wall to repaint and any additional charges to repair any damage caused.
- 2.5.e The Tenant shall not remove, damage or interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installations in the building.
- 2.5.f The Tenant shall not erect or install any outdoor aerial, satellite dish or wireless router.
- 2.5.g. The Tenant shall not keep any animals, birds, reptiles, insects or fish in the building.
- 2.5.h The Tenant shall promptly report any loss, breakage, damage or failure of facilities by email to live@sanghastudentaccommodation.com.
- 2.5.i. The Tenant agrees that the Landlord or their representatives may, at reasonable times enter the Room/Flat and building to clean, inspect, repair, or for any other

reasonable purpose. Prior notice will be given except in cases of emergency or where the Tenant has reported maintenance required where entry can be at any time and without prior notice.

2.5.j The Tenant agrees that on the Landlord giving 24 hours notice that their bedroom/Flat can be viewed by prospective tenants accompanied by the representative of the Landlord..

2.5.k The Tenant agrees to take reasonable precaution to keep the building/Flat/Room free from infestation by vermin, rodents, bed bugs or animal flees. Where such infestation occurs as a result of Tenant action or inaction to prevent the full cost of fumigating and cleaning any affected parts and for removing the cause of such infestation will be borne by the Tenant.

2.5.l The Tenant agrees not to expose or allow to be hung any laundry, washing or other items so as to be visible from outside and not to dry items on the radiators in the Room or Flat except any radiator in the bathroom designated for such purpose.

2.5.m The Tenant agrees not to store bicycles in the building other than in the designated bicycle rack .

2.5.n The Tenant agrees not to affix or distribute any leaflets or posters within the building.

USE OF ACCOMMODATION

2.6.a. The Tenant agrees to use the Room and Flat only as study and living accommodation.

2.6.b. The Tenant agrees to occupy the Room as a single private residence by itself as Tenant personally except in the case of an agreement relating to double occupancy. The tenant shall not assign or sublet or allow others to occupy the Room or Flat unless by prior written consent of the Landlord.

2.6.c. The Tenant shall provide to the Landlord evidence of full time student status and certificate of exemptions for Council Tax within 7 days of the start of the tenancy or otherwise reimburse the Landlord for any council tax payable as a result of the failure to provide this.

2.6.d. The Tenant will arrange any TV license that is required for them to view programmes in their Room or reimburse the Landlord for any charges/fines incurred arising from a failure to do so.

2.6.e If the Tenant is requested to move from the Room whether or not for the purpose of carrying out emergency repairs then all the terms of this agreement are transferable to the new room.

VACATING AT THE END OF THE TENANCY

2.7. At the end of the tenancy period the Tenant will:

2.7.a Leave the Room and Flat in the same condition as they were at the start of the tenancy save for wear and tear.

2.7.b. Remove all possessions and refuse from the Room and Flat.

2.7.c Return the Room key, door entry fob and post box key and pay the Landlord the charges applicable for lost keys if any are missing.

2.7.d. Jointly with other flatmates ensure that the kitchen/lounge and corridor areas are returned in the same clean and tidy condition as on move in and without damage. This includes but is not limited to defrosting and cleaning fridges/freezers, cleaning oven, hobs and extractors, and ensuring all kitchen cupboards are empty of food, kitchen equipment and possessions and cleaned. This area will be inspected when the last occupant of the flat is vacating and all Tenants of the Flat are jointly responsible for the cost of any cleaning required and damage repair/replacement costs incurred.

2.7.e. The Tenant acknowledges that if they do not comply with 2.7 the Landlord is entitled to take legal action to require the Tenant to leave the building. The Landlord reserves the right to claim for damages and loss which it suffers or incurs as a result

of the Tenant failing to leave the building at the end of the tenancy period including (but not limited to) legal action.

2.7.f The Landlord may dispose of the Tenant's personal possessions and deduct the cost of doing so (and any storage costs) from any sale proceeds and/or the deposit if the Tenant does not collect or remove personal possessions within one week of the end of the tenancy period or the date this agreement ends if it is terminated early.

INDEMNITY

2.8 The Tenant is liable to the Landlord for any loss and damage suffered as a result of any breach by the Tenant (or its visitors) of this agreement. This includes (but is not limited to) any expense properly incurred in collecting arrears, paying professional advisors and in relation to court proceedings.

3. LANDLORDS OBLIGATIONS

3.1 The Landlord shall provide the following during the tenancy period:

3.1.a Cleaning of the common areas of the building.

3.1.b Operation, inspection, servicing and repair of all plant, machinery and equipment in the building including the provision of electric light, hot water, internet.

3.1.c Reasonably adequate heating for the tenancy period having regard to weather conditions which may mean the heating is deactivated during the summer period.

3.2. The Landlord will not unreasonably interfere with the Tenant's privacy.

3.3. Where there is reasonable suspicion that the Tenant or its guests are in breach of the rules contrary to regulation and warning given, spot checks will be carried out without further warning. A serious breach may affect others enjoyment of their accommodation or contravene health and safety regulations.

3.4.1 The Landlord shall not be liable for the failure or interruption to any services . or for the loss arising from such failure or interruption unless it is caused by the Landlord's negligence.

3.4.2 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 the Landlord shall not under any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by their negligence.

3.4.3. The Landlord has the right to carry out any alterations or building works to the building without any liability for disturbance where the Landlord has used reasonable endeavours to carry out works at times likely to minimise disturbance and for as short a time as possible (save in an emergency).

3.4.4. The Landlord shall insure the building against fire and other risks they consider appropriate.

PROCEDURE FOR BREACH BY TENANTS

3.5.1. If the Tenant or any of its visitors contravenes any of the obligations given in Clauses 2.3.a.3., 2.3.a.4, 2.3.a.5 of this agreement then the Landlord will take steps to terminate the tenancy without releasing the Tenant or Guarantor from their rental obligations for the tenancy.

3.5.2 Where minor offences are repeated these will be advised to the Guarantor

3.5.3 The cost of charges for any breach of this agreement must be paid on demand. To clarify any damage to a Room shall be deemed to have been caused by the Tenant of that Room. Damage to the shared facilities or Landlord's contents in the common areas of a Flat shall be deemed to have been caused by all of the tenant's who use that flat unless an individual Tenant accepts responsibility for this. The Landlord agrees to use reasonable endeavours to identify the Tenant/s responsible.

3.5.4 The Tenant will pay any reasonable costs incurred in employing Professional services (including Legal costs) in connection with the recovery or rent arrears or in connection with rectifying any damage caused by any tenancy breach.

3.5.5 If the Tenant contravenes any of the Tenant's obligations the Landlord may exclude the Tenant from the building during further appropriate investigations of the offence if it considers acting reasonably that the Tenant's continued presence in the building will constitute a threat to life, limb or well being and or damage to the building.

3.5.6. The Landlord reserves the right during the tenancy to move the Tenant to alternative accommodation in the event of emergency repairs being required to be carried out and it is understood that the Tenant will occupy the alternative accommodation under the same terms as this Agreement.

3.5.7 It is agreed by the parties that if at any time:

3.5.7.a The whole or any part of the rent shall remain unpaid for 60 days after it becomes due (whether formally demanded or not) or

3.5.7.b. If any obligation of the Tenant in this Agreement has been breached or not fully performed and/or observed or

3.5.7.c. If any of the grounds set out in the Housing Act 1988 Schedule 2, Grounds 2,6,8 10-15 inclusive and 17 of the Housing Act 1996 apply.

The landlord shall be entitled to repossess and enjoy the room as if the tenancy had not commenced and the 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 obligations of the Tenant contained in this agreement.

4. TENANTS RIGHT TO TERMINATION

Once this agreement is signed the Tenant will not have any right for whatever reason to cancel the tenancy. The Landlord will agree to releasing the Tenant from these obligations when and if the Tenant has found an alternative Tenant to take their place who has completed all the reservation requirements and signed an Assured Shorthold Tenancy for the term of the original Tenant agreement. The Tenant understands that in the meantime they will be responsible for the payment of rent whether they live in the property or not and that any reservation fee/deposit paid will not be eligible for refund to the Tenant.

5..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 and Flat under Grounds 28 and 10-16 inclusive of the Housing Act 1988 and 17 of the Housing Act 1996.

The Landlord further gives notice that the building is subject to a mortgage granted before commencement of this Agreement and possession may also be required under Ground 2 in Part One of Schedule 2 of the Housing Act 1988 where

5.1 The Mortgagee is entitled to exercise a power of sale conferred by mortgage deed Or section 101 of the Law of Property Act 1925

5.2 The mortgagee requires possession of the property to dispose of it with vacant possession.

6. GUARANTOR

The Guarantor guarantees to the Landlord that the tenant will pay the rent and comply with the obligations on the Tenant's part contained in this agreement for as 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 non compliance by the Tenant with its obligations contained in this agreement. The Guarantor must complete the guarantor declaration contained in this Assured Shorthold Tenancy

7. SEVERABILITY

If any term, condition or provisions 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.

SANGHA HOUSE FIRE EMERGENCY DETAILS STRATEGY

BACKGROUND INFORMATION

Sangha House is equipped with a fire alarm which has been programmed in accordance with Leicestershire Fire Service `ALL OUT` Policy.

In the event of the fire alarm being activated the electronic door locking system ceases to operate and all flat entrance doors and corridor doors (all those you need a key fob to enter) will be unlocked to allow free access to escape and smoke vents located around the building will automatically open.

The Main stairway is as a fire exit route for the whole building but once on the second or first floor you can also exit the building by turning right and entering the corridor of either Flat G (second floor) or Flat E (first floor) and leaving by another staircase at the far end of the corridor of these flats.

Fire doors are provided throughout the building for your safety. These should be kept shut as per the instruction sign placed on them and should not under any circumstances be wedged open.

PROHIBITED ITEMS

Under no circumstances should any items using a naked flame be used anywhere in the building for instance candles, tea lights or any portable heaters. It is also not allowable to use deep fat fryers or cook with any chip pan using fat or oil. Do not leave cooking on the hob plates unattended at any time. Sangha House is a No Smoking building and smoking is prohibited at any time within the building.

IN CASE OF FIRE

In the event of the fire alarm sounding you should exit the building by your nearest fire exit

Please shut any fire doors behind you as you leave but do not stop to collect any belongings etc.

Please call 999 to alert the emergency service once you are safely away from the building

Do not return to the building until you are advised it is safe to do so

IN CASE OF ACTIVATION OF THE FIRE ALARM WITHOUT ANY EVIDENCE OF FIRE – For instance due to excessive smoke from cooking or tampering with fire equipment

Please leave the building by the nearest available fire exit

Please call Security 07739870077 if between 6pm and 9 am on weekdays or at any time on weekends and public holiday.

Please call 077495353010 between 9am-6pm on weekdays

Do not return to the building until you have been advised it is safe to do so

The meeting point for evacuation is the payment area outside Spa Supermarket

GUARANTOR DECLARATION

I confirm I have read the tenancy agreement and agree to the obligations set out in clause 6 in respect of the tenancy for in Room

In signing this agreement I confirm that I am (delete those not applicable) Resident in the UK/ A Homeowner/ In full time paid employment and or /Self employed/Retired and in receipt of private pension

Guarantor Full Name and Address (in capital letters)

Please provide previous address if resident for less than 3 years (in capital letters).

Relationship to Tenant:

Contact Telephone No:

Contact Email Address:

I confirm I am providing two of the following as proof of address (delete as not applicable) Utility Bill (gas, elec, water, or council tax), Bank statement Driving License.

If anyone other than the Guarantor signs this agreement or forges their signature this is a criminal offence which will be reported to the Police.

SIGNED BY THE GUARANTOR

DATE

Guarantor to print name

SIGNED BY THE TENANT

DATE

Tenant to print name

IN THE PRESENCE OF (witness to sign)

Witness to print Name and Address

SIGNED BY A REPRESENTATIVE OF THE LANDLORD

DATE

IN THE PRESENCE OF (witness to sign)