

[STUDIO]

Assured Shorthold Tenancy Agreement

Date:	
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The Landlord

Landlord:	Pure Highbury Limited
Address:	4 th Floor, Imperial House, 15 Kingsway, London , WC2B 6UN

The Tenant

Last Name:	
First Name(s):	
Address:	
Postcode:	
Phone Number:	
Email Address:	

Please do not complete - for office use only	
The Studio:	The studio known as (insert studio number) being part of the Building known as:
The Building	Pure Highbury

The Studio shall include fixtures and fittings, doors, sanitary ware and internal glass or any replacements and more particularly specified in the inventory list to be signed by the parties when the Tenant takes possession (“**the Landlord’s Contents**”).

Term & Contract Value					
A term certain of	xxx	Starting	xxx	Ending	xxx (“ fixed term”)
Contract Value £*	£ xxxx	Deposit (the “Deposit”) £*:		£400.00	

Instalment Options (the “Rent”)					
Single Payment in Advance £ xxx (incl 3% discount)			Date due [xx September 2013]		
Or, Instalment Payment option:-					
Payment 1 £*	£ xxx	Payment 2 £*	£ xxx	Payment 3 £*	£ xxx
Date due [xx September 201x]		Date due [xx January 201x]		Date due [xx April 201x]	

* **Excluding Credit Card charges.**

Recitals

1. The Landlord is committed to abide by the rules of the National Code of Standards for Larger Developments (“the Code”).
2. The Tenant has been provided with the Student Handbook, which is available through the student portal <https://78.137.168.65/purestudentliving/student/> and is also available on www.PureStudentLiving.com or by contacting the Landlord directly.
3. The student handbook and the Assured Shorthold Tenancy Agreement go hand in hand and both these documents need to be complied with. Should the handbook have to be updated, the most up to date copy will be available for you to read through your student portal or at the front desk.

1. (a) The Landlord lets and the Tenant takes the Studio for the Term at the Rent and this Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Studio be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
- (b) The Tenant shall have the right to use (for access and egress and otherwise) the entrance lift (if any) staircase landings lobbies laundry bicycle store and other common areas within the Building for use by and the benefit of all tenants within the Building (“**the Building Common Parts**”).

2. THE TENANT WILL:

- (1) Pay the Rent at the times and in the manner specified without set off whether demanded or not.
- (2) Pay to the Landlord the Deposit against any breach by the Tenant of any of the terms of this Agreement and the Landlord is authorised to retain out of the Deposit all Rent owed to him and/or compensation for damage caused to the Building and/or compensation for any breach by the Tenant of any clause of this Agreement but not so that the Deposit shall at any time during the Term entitle the Tenant to set off the Deposit against any liabilities arising under the terms of this Agreement.
- (3) In the event the Rent is not paid by the due date to pay to the Landlord upon demand a £30 late payment charge. Additionally a £10 charge will be made on each occasion it is necessary to write to the Tenant regarding Rent arrears.
- (4) (a) Keep the interior of the Studio and the Landlord’s Contents in good repair and condition and not to alter the Studio or make any holes or affix anything to the walls ceiling and floors of the Studio. Further not to decorate the Studio or any part of the Building nor in any way modify or remove the Landlord’s Contents or other contents belonging to the Landlord within the Building
- (b) Not to damage any part of the Building or leave it in an untidy or dirty condition and pay a fair and reasonable proportion, as determined by the Landlord acting reasonably of the expenses incurred by the Landlord in making good damage to the Studio or the Building and/or replacing any fixture or fitting damaged therein which is caused by any act or admission of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this Agreement.
- (c) Unless there is sufficient evidence to the contrary the expenses referred in Clause 4(b) above shall be apportioned as if the Tenant caused all damage to the Studio
- (5) Permit at all reasonable times upon reasonable written notice of not less than 24 hours duration (save in case of emergency when as much notice as reasonably practicable shall be given) the Landlord and others authorised by the Landlord to enter into the Studio for the purposes of inspecting and, where necessary, repairing and painting the Studio or examining the state and condition of the Studio or for any other reasonable purpose in connection with the management of the Studio or the Building.
- (6) Upon receipt from the Landlord of notice in writing specifying any want of cleaning and restoration to the interior of the Studio or of any loss of or damage to the Landlord’s Contents that the Tenant shall be bound to make good, then the Tenant shall immediately clean and restore or make good the same.
- (7) (a) Not assign underlet charge this Agreement (or any part thereof) and to use the Studio only for the purpose of a private residence for the occupation of the Tenant only.
- (b) Not permit any other person to reside in or to occupy the studio, with the exception of approved overnight guests.
- (c) Not carry on or permit to be carried upon the Studio any business whatsoever.

- (8) Not bring into the Building or use on the Building any gas paraffin electric or other oil burning apparatus any candles nor inflammable combustible materials or any chip pan or deep fat fryer.
- (9) Not do or permit to be done in the Studio any act which is illegal or may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining property or which may invalidate any insurance of the Building or of the Landlord's Contents against fire or otherwise, a copy of such policy being available from the Landlord and in particular (and without limitation) the Tenant will not:
 - (a) cause any noise which, if made within the Studio, can be heard outside the Studio;
 - (b) keep or use drugs, the possession or use of which is prohibited by statute;
 - (c) keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Studio or Building; or
 - (d) harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person
- (10) Not place or exhibit any notice whatsoever on any part of the Building or hang anything from any of the windows thereof.
- (11) Not bring into the Studio and/or Building any bicycles (save in the Building Common Parts designated for the same), bird, fish or any animal and not to leave anything in any Building Common Parts.
- (12) Not make or have made any duplicate keys to the Studio and/or Building nor replace nor add any new locks to the Studio.
- (13) Not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Building and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
- (14) Permit the Landlord or its representatives to enter upon the Studio to show the same to prospective tenants upon reasonable prior notice being given to the Tenant.
- (15) Deliver up to the Landlord the Studio and the Landlord's Contents at the expiration or sooner determination of the Term in such good condition cleanliness and complete repair as aforesaid so that the Studio is ready for immediate re-occupation.
- (16) If any of the Tenant's belongings have not been removed from the Studio at the expiration of the Term pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such goods PROVIDED ALWAYS that after the end of the Term the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.
- (17) Hand over to the Landlord or its representatives by 10.00 hrs on the last day of or sooner determination of the Term (howsoever ended) all keys to the Studio and Building, PROVIDED ALWAYS that if the keys are not handed over by the Tenant to the Landlord or the Landlord or its representatives by the end of the last day of the Term the Tenant shall be assumed thereafter to have given up his right to occupy the Studio from the expiry of the last day of the Term if at that date the Tenant is not physically occupying any part of the Studio PROVIDED ALSO that for the purposes of this sub-clause the fact that any of the Tenant's belongings may at the expiry of the Term still remain in any part of the Studio shall not in itself be deemed to be physical occupation of any part of the Studio by the Tenant.
- (18) Not leave the Studio unoccupied for any period whatsoever without locking and securing all doors and windows.
- (19) Within 7 days of a demand from the Landlord provide a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council and pay all other charges or assessments which may become payable in respect of the Studio or by its occupier and which are not paid by the Tenant directly (including but not limited to television licence fees, charges for the use of a

telephone (if any) in the Studio but excluding all charges relating to the supply of electricity, water, drainage and internal telephone calls).

- (20) Adhere to and obey the rules and regulations of the Building as may be varied from time to time and notified to the Tenant or updated in the student handbook.
- (21) If the Rent or any part of it is unpaid for 7 days after becoming payable (whether demanded or not) pay to the Landlord interest calculated on a day to day basis at the rate of 2% above the base rate of Barclays Bank plc from time to time upon all rent and other payments due to the Landlord under the terms of this Agreement.
- (22) Indemnify the Landlord and the Landlord's agent against all liabilities and expenses incurred arising from any breach on the part of the Tenant of this Agreement and in particular pay upon demand to the Landlord all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in connection with proceedings relating to the recovery of arrears of Rent or arising from any breach of the Tenant's obligations under this Agreement and to indemnify the Landlord in respect of any damage caused to the Building by the Tenant during the term of this Agreement.
- (23) Not apply for any parking permit from Islington Borough Council and to surrender to the Landlord any parking permit that may have been granted by Islington Borough Council. [N/A for disabled students]
- (24) Declare a change of status if at any time they cease to be a full-time student of any London Educational Institution. For the avoidance of doubt, where the Tenant ceases to be a full-time student of any London Educational Institution the Tenant shall be liable to pay an amount equivalent to the Rent for the period from the point of termination of this Agreement until the earlier of i) the date that would have been the expiry of the Term and ii) the date the Landlord re-lets the Studio.
- (25) Report any defect in the Building accident or incident to the Landlord or its representative as soon as possible after the Tenant becomes aware of it or it occurs and in any event within 48 hours after noticing the said defect or the said accident or incident occurring. If reasonably requested to do so by the Landlord to complete an incident or accident form and return it to the Landlord or its representative.

3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:-

- (1) That the Tenant may quietly possess and enjoy the Studio during the Term without any interruption from the Landlord.
- (2) To maintain and repair the structure of the Building including the window frames and window glass.
- (3) To maintain, repair, decorate, clean and provide adequate heating and lighting to the Building Common Parts.
- (4) To maintain all Service Media serving the Building.
- (5) To provide an adequate supply of hot and cold water, heating and electrical power to the Studio provided that the Landlord shall not be liable for i) any failure to provide such services for reasons beyond its reasonable control and ii) any temporary interruption due to any maintenance or replacement or other alteration of any of the relevant service conduits provided the Landlord shall use reasonable endeavours to restore such services as soon as reasonably practical.
- (6) To provide security facilities for the Building.
- (7) To provide and maintain equipment in the Building Common Parts.
- (8) (a) To insure the Building and the Landlord's Contents against fire, lightning, explosion, aircraft (not being hostile aircraft) and articles dropped therefrom, riot, civil commotion, earthquake, storm, tempest, flood, subsidence, landslip, heave, burst water pipes and impact by road vehicles and any other insurable risks which the Landlord acting as a prudent landowner shall from time to time deem it reasonable to insure against (subject in all cases to such exclusions, excesses, limitations and conditions imposed by the insurers and subject also to the extent cover for such risk is available in the UK insurance market at commercial

rates).

(b) To insure the Tenants possessions in accordance with a policy scheme provided by Endsleigh Insurance.

4. THE LANDLORD IS ENTITLED TO TERMINATE THIS AGREEMENT AND RE-ENTER THE STUDIO IF:-

- (1) (a) Any of the Rent is unpaid 14 days after becoming payable whether formally demanded or not, OR
 - (b) The Tenant fails to materially comply with any of the Tenant's obligations under this Agreement, OR
 - (c) The Tenant becomes bankrupt or an interim receiver of his property is appointed; OR
 - (d) The Tenant ceases to be a full-time student of any London Educational Institution; OR
 - (e) Any of the Grounds 2,8,10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.
- (2) This clause 4 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- (3) If the Landlord re-enters the Studio pursuant to this clause, then the Tenancy shall immediately end. Termination of this Agreement under this clause 4 ends the Agreement but does not release either party from any outstanding obligation to each other.
- (4) If the Landlord terminates this Agreement in accordance with clause 4(1), the Landlord will retain your Deposit.
- (5) The Tenant may terminate this Agreement by serving written notice by email to [reservations@purestudentliving.com] provided that such email notice is received no later than the earlier of: (i) 7 days after the Tenant has received an email confirmation from the Landlord accepting the booking of the Studio; and (ii) the date that the Tenant takes possession of the Studio.
- (6) Any right that the Tenant may have to cancel this contract (including any right which would apply if this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000) will cease immediately that the Tenant takes possession of the Studio.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:-

- (1) Notwithstanding anything contained in this Agreement the Landlord shall be under no greater liability than the obligations involved in the common duty of care either to parties to this Agreement or to strangers to this contract who are permitted to enter into or use the building for accidents or injuries sustained or for loss or damage to goods or chattels in any part of the Building whether arising from the negligence of the Landlord or that of any employee or agent of the Landlord.
- (2) If the Studio shall at any time during the Term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation either the Landlord or the Tenant may terminate this Agreement by giving the other one month's notice in writing but without prejudice to the rights of the parties hereunder.
- (3) The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise vibration or disturbance that may be occasioned by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Building or to any adjoining or adjacent property PROVIDED the Landlord is mindful that the Studio is used for residential purposes by the Tenant nor shall the Tenant be entitled to object to any interference with the access of light and air to the Studio caused by any such works or any alterations or additions to any property (including the Building) resulting therefrom.
- (4) Any notice under this Agreement shall be in writing and may be served upon the Tenant at the Studio by hand or by registered post or recorded delivery and upon the Landlord at its address as noted in clause 9 below.
- (5) In this Agreement words importing the masculine gender shall include reference to the feminine gender and

reference to the singular shall include the plural.

- (6) This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 so far as applicable to the tenancy hereby created.
- (7) NOTICE under section 48 of the Landlord and Tenant Act 1987: The address for service of notices in England and Wales (including notices in proceedings) upon the Landlord is: Pure Highbury Ltd, 4th Floor, Imperial House, 15 Kingsway, London, WC2B 6UN
- (8) The Tenant hereby consents (for the purposes of the Data Protection Act 1998) to the disclosure of information about the student status of the Tenant by any London Educational Institution to the Landlord or its representative.
- (9) The Landlord reserves the right during the Term to move the Tenant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs and provided that the Tenant is given reasonable prior written notice and the Tenant will occupy the alternative accommodation on terms similar to this Agreement and further provided that the Tenant agrees to vacate the said alternative accommodation upon the completion of the emergency repairs.
- (10) The Landlord shall be entitled to appoint a representative or representatives to carry out all or some of its duties set out herein. If the Landlord appoints such a representative or representatives it shall notify the Tenant of the name and contact details of such person(s) and the duties that such person(s) will be carrying out on its behalf.

Signed by the Tenant

Last Name:

First Name(s):

Date:

Signature:

Signed by a Witness

Last Name:

First Name(s):

Date:

Signature:

Signed by the Landlord

Last Name:

First Name:

Date:

Signature: