



THIS AGREEMENT is made between the Landlord and the Tenant and is for letting of a furnished or unfurnished residential property and is intended to create an Assured Shorthold Tenancy (AST) within part I of chapter II of the housing Act 1988 and the provision for recovery of possession by the Landlord in section 21 of that act applies.

The Property:	Fountain Hall,	St. Georges Way Hall (Murphy Hall)	
	1 Fountain Street	2-10 St Georges Way	1 Kent Street
	PO1 1BW	PO1 3AJ	PO1 3RJ

Landlord: Fenton Property Holdings Ltd/ G Murphy Property

Tenant:

Room No:

The Content: The fixtures and fittings at the property together with any furniture, carpets, curtains and other effects recorded in the inventory/ condition survey.

The Term: For the fixed period of **48 weeks** Commencing on **01/09/19**

The Rent: £____per week. A minimum of 1 week's rent is payable in advance on signing of this agreement (payment requirements for International Students can be found on page 2). The agreement must be signed and returned at least one month prior to the commencement date. The remainder of the rental payments will be agreed in accordance with the terms below.

The Damage Deposit: £500 refundable deposit (if no damage or deductions on termination of AST) is payable on or before the signing of this agreement.

Clauses

1. damage deposit of £500 is to cover any damages found or if cleaning is required at the end of the tenancy
2. if the damages found are to be over £500 then additional charges will apply
3. room inspections will be carried out on the first week of third month (students will receive a 24 hour notice).The right to enter a student's room is reserved providing notice has been given. During inspections, students will be charged at that point for any damage caused by them (this will be noted down and money will be deducted from their damage deposit). However, if at the end of their tenancy, more damages are found and the total amount is over the amount of the remaining deposit, additional charges will apply
4. Students are encouraged to report any maintenance issues or defects and will not be charged for any subsequent repairs. You are required to complete and sign the inventory within 10 days of your accommodation contract start date. The inventory reflects the condition of your accommodation at the start of your occupancy, so it is important you complete this to ensure you are not charged for pre-existing damages and defects when you move out. Please note that after the 10-day period, the inventory will be locked and you forfeit the right to amend it. It is each resident's responsibility to check the details for their room and record on the inventory if the condition of furniture, fixtures and fittings varies from that stated. This applies to single occupancy and those share with others. The inventory for the shared facilities should be submitted by one person however all tenants must agree the content and sign the document to that effect. If you are in doubt about any item or have a question about how to record a comment, you should speak with the staff.
5. your guarantor is liable for both rental arrears and any additional charges in relation damage that the student fails to pay.
6. use of the communal kitchen and communal space is subject to its continued cleanliness. It is the responsibility of each student to clear up and clean after their use. Failure to keep these areas clean will lead to closures for periods to allow the staff to undertake a deep clean. Self-regulation among all students is necessary. Items left in the refrigerators or kitchen provided at students' own risk and staff may remove any item that is rotting, overage or causing a nuisance to other users. It is recommended that items are clearly marked with the room number or name of the user.



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- 7. UK students are required to provide a UK guarantor and pay their rent in 3 instalments (If unable to provide a UK guarantor, student is required to either pay 1 full instalment or 2 instalments)
- 8. International Students are required to pay their rent in either 1 full instalment or 2 instalments (unless able to provide a UK guarantor, then International students have the option for the 3 instalments noted at clause 7 above)

Instalment plan for **UK students** (excluding 1 week’s rent payable in advance of signing this agreement) must be set up as follows:

1nd: 1st of October (£_____)

2rd: 1st of January (£_____)

3th: 1st of April (£_____)

International Students:

1st: 1st August (£_____)

2nd: 1st January (£_____)

(if chosen 2 instalments)

Total Sum of Rent (48 WEEKS) = £ _____

When making a payment, students must ALWAYS reference their payments with

- 1. Name Initials of the Halls (**FH** or **SH**)
- 2. Room Number

i.e. FH38 (Fountain Halls Room 38) or SH16 (St.George’s Way Halls Room 16)

Thereafter payments shall be made by standing order from one account to

Fountain Hall

Bank: Lloyds Bank
Account Name: Fenton Property Holdings Ltd
Account Number: 46168860
Sort Code: 30-96-11
BIC: LOYDGB21154
IBAN: GB48 LOYD 3096 11461688 60

St.George’s Way Hall

Bank: Lloyds Bank
Account Name: G Murphy Property
Account Number: 38882360
Sort Code: 30-96-11
BIC: LOYDGB21154
IBAN: GB51 LOYD 3096 1138 8823 60

- 9. keys to access rooms will only be provided when all necessary paperwork is signed and returned to the office. Delays in the provision of this paperwork could lead to delayed occupation.
- 10. proof of the set up of a standing order/payment dates must be shown before keys will be given



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11. there will be a £50 per week late payment fee chargeable when students fail to pay their rent on the given dates above.
12. International students may be charged a transaction fee if transfers are made from the landlord to your foreign bank accounts.
13. during the last week before the holidays, if we have a limited number of students, they must be prepared to go over the short distance to the other Halls for food (notice given of course). No security/ emergency services are available during the holidays.
14. A set of plate and cutlery will be provided to students at the beginning of the tenancy and included in the Inventory. Students are responsible for keeping, washing and bringing their plate and cutlery to allow themselves to be served at breakfast and dinner. Failure to bring these will result in food being served on a paper plate and provision of plastic cutlery for 3 days only. If you lose or damage your set of plate and cutlery, you will be charged £10 for a new set. The set of plate and cutlery must be returned at the end of your tenancy as included in your inventory.
15. food is served and can only be consumed in the canteen area. Students must not bring food up to their rooms unless permitted by the Hall Manager.
16. if you lock yourself out of the property or lose your keys we may make a charge to use or provision of duplicate keys in our possession. It is important that you notify the Landlord as soon as you lose a key. A £50 charge may apply for unlocking your room and provision of a new key.
17. smoking is prohibited in all areas of our halls of residence and is only allowed in a designated smoking area. If you are caught smoking within the Halls and outside of the designated area, you will be fined £25 on the spot. This fine may be paid immediately or after your signed acceptance deducted from your deposit refund. Failure to pay may be deemed a breach of your contract and lead to its termination.
18. this AST should be read in conjunction with requirements of the Welcome Pack which must be followed

The LANDLORD agrees to let the room to the tenant at the Rent payable as set out above for the duration of the FIXED TERM.

This agreement creates an **ASSURED SHORTHOLD TENANCY** within the meaning of Part 1, Chapter 2 of the Housing Act 1988.

The Landlord has an absolute right to recover possession at the Expiry of the fixed term, by following the procedures as specified in section 21 of the Housing Act 1988, as amended. If the FIXED TERM ends and no new tenancy agreement has been signed, a statutory periodic tenancy is automatically created.

If the landlord believes that the tenant has broken any part of this agreement, and if landlord wishes to recover possession of the room prior to the end of the fixed term, the tenant must first be served with notice in accordance with section 8 of the Housing Act 1988, as amended.

The Tenant Agrees with the Landlord

1. to pay the rent as it becomes due
2. not to decorate the room without first obtaining the permission of the landlord
3. to use the room as a private residence only (i.e. not to run a business from it)
4. not to sublet the room, or any part thereof
5. to allow the landlord access to the room for the purpose of inspecting its condition or carrying out non-emergency repairs, provided that they have been given 24 hours' notice in writing. In the case of an emergency, the landlord reserves the right to enter the room without any notice.
6. not to use any form of heating electrical or otherwise within the room apart from fixed heating supplied by the landlord.
7. not to leave any property in the common corridors outside the rooms or to wedge open any doors within the dwelling.
8. to abide by all published fire regulations
9. to observe communal area notices
10. not to share their rooms with any other person
11. not to behave in such a way that may disturb the quiet environment of the premises as a whole by other tenants.
12. to take notice of and abide by the rules of the welcome pack situated at one per room on joining.
13. to behave with respect and consideration and use appropriate and acceptable behaviour at all times towards other residents, the fabric of the building and, in accordance with the our good neighbour



policy, towards neighbours and members of the wider local community. This includes not injuring or damaging the personal property of others or the Hall, not using foul or abusive language and/or intimidating or threatening behaviour, not using other residents' possessions without their permission or conducting any behaviour that constitutes a criminal or illegal act. Criminal acts will normally result in information being passed to the police for criminal proceedings.

14. to conduct yourself in an appropriate manner that respects the rights of other residents to live comfortably in Halls, free from bullying, harassment or anti- social behaviour
15. to take responsibility for any electrical equipment to be PAT tested and to pay the small charge per item for this. If any electrical item(s) that have not been PAT tested are found in your room, the landlord reserves the right to remove/confiscate the item(s) until a PAT test is arranged and paid for.
16. that deliberate or negligent behaviour such as smoking and cooking in your room resulting in a fire or activation of the fire alarms is a breach of contract. Action will be taken against those found responsible, which will result in a fine of £250 plus full replacement costs to the Hall of any repair, call out and/ or replacement costs that may arise as a result of your action
17. to move to an alternative room in any halls of residence when necessary for operational or maintenance reasons or if it is considered necessary or desirable to avoid difficulties between residents or for the better management of the building. All reasonable endeavours will be made to ensure that the alternative room is suitable and as much notice as possible is given.
18. to keep noise at a level, in all areas of the building, that does not interfere with the study, sleep or comfort of other residents, staff, neighbours and the wider local community at all times.
19. to not hold any parties, or large gatherings without the written consent of the Hall Manager who will require at least 48 hours' notice of the proposed event. You also agree not to hold pre- drinking sessions that interfere with the study or comfort of other residents.

The Landlord Agrees

1. to allow the tenant quiet enjoyment of the dwelling house
2. to carry out all necessary repairs, at his expense other than those that were caused by malicious or reckless or accidental acts by the tenant.
3. to follow the procedures for recovering possession of the dwelling house as stated in the Housing Act 1988 (as amended) and to comply with the provisions of the Protection from Eviction Act 1977 (i.e. not to evict the tenant without first obtaining a court order)
4. should any of the tenants belongings be left in the dwelling house after the tenancy has ended, the landlord will only retain them for 28 days. The landlord will be entitled to assume the belongings are no longer required if not contacted by the tenant within this period. The landlord will be entitled to charge the former tenant for the costs of storage should they arise in these circumstances.
5. to provide meals as below :

Breakfast Monday-Friday from 08.00 to 09.30

Breakfast Saturdays from 11.00 to 13.00

Evening meals Monday-Friday from 17.00 to 19.00

Note: no meals will be provided on Sundays or during the University Christmas, Easter and Summer vacations. The accommodation fees account for this and no further reductions are made.

The Deposit

Fountain Street, Portsmouth
PO1 1BW

2-10 Georges Way, Portsmouth
PO1 3AJ

1 Kent Street , Portsmouth
PO1 3RJ



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The Tenant has paid a deposit of £500 which the Landlord has protected / will protect in the following government approved Tenancy deposit protection scheme: **My Deposit.co.uk**

The deposit may not be used by the tenant as rent or part of the rent at any time during the Tenancy.

NOTICE OF LANDLORD'S ADDRESS IN ACCORDANCE WITH THE LANDLORD AND TENANT ACT 1997, SECTION 48

Fenton Property Holdings Ltd/G Murphy Property
The Royal Beach Hotel
St Helens Parade
Southsea
Hampshire
PO4 0RN

WARNING: This agreement is legally binding document. As tenants you are advised to read it carefully before signing and ensure that it contains everything that you are not prepared to agree to. If you do not understand any of the terms ask your Landlord or his Agent to explain them or seek independent legal advice (e.g. from student union advice centre) before signing.

Signed on Behalf of the Landlord

Signed By the Tenant:

Or Agent:

**In the Presence of
Witness Name:**

Signature:

Occupation:

Address: Royal Beach Hotel
St Helens Parade
PO4 0RN

Date:

Summary of Principle Terms



ASSURED SHORTHOLD TENANCY AGREEMENT



Date:

Landlord(s) **Fountain Hall / St. Georges Hall (Murphy Hall)**

Landlord's Address: **Royal Beach Hotel
St Helens Parade
Southsea
Hants
PO4 0RN**

Landlord's Alternative N/A

Tenant(s):

Email Address:

Address:

Telephone number:

Mobile number:

Address of Property: **Fountain Hall/St. Georges Way Hall**

Room number:

Occupants:

Contents: the Fixture and Fitting, Furniture belonging to the Landlord as specified in the Inventory and schedule of conditions (if any)

Term: **48 WEEKS**
Subject however to any Special Tenancy Conditions

From and including the: _____

To and including the: _____

Rent per Week:

Payable: The rent is payable by standing order to the Landlord in advance by following instalment.
Deposit: A security deposit of _____ to be held by the Landlord as stakeholder until the end of the Tenancy and to be returned without interest.

Signed Tenant:
Name and Address:

Signed Witness:
Name and Address:

As Above

N/A

Occupation: Student
Date:

Occupation:
Date:

"Each party shall comply with its obligations under applicable data protection laws, including GDPR (EU General Data Protection Regulation 2016/679)."



Welcome to Your New Home

We would like to take this opportunity to welcome you to your new home. We hope you will find your new property comfortable and that you settle in well. There are several matters that we would like to bring to your attention. Hopefully, by addressing these points at the beginning of your tenancy we can avoid any later misunderstanding or disappointments.

Contact Details of the Agent: Portsmouth Student Accommodations: **02392610875**

info@portsmouthstudentaccommodations.com

The Contents Of the property

You have entered into a formal agreement with the Landlord to rent the property together with certain fixtures and fittings and, where applicable, items of furniture. . We accept that there may be occasions when certain items are overlooked in the haste to reserve and move into the property, however, the Landlord is only required to honour legal obligations under the Tenancy Agreement. The Landlord is not required to provide additional items that you may later decide you need in the property. Therefore please do not be disappointed when the Landlord refuses to supply any items requested after you have moved in.

Maintenance works and responsibilities

Any maintenance issues you may have during your tenancy should be reported to the above named person. Please do not contact a contractor directly as all repair work has to be agreed by the Landlord/Agent and carried out by fully approved contractors.

You must undertake regular cleaning of your room, emptying the bins in the rooms and ensure that the room is aired. Do not make holes or using sticky tapes, blue tack on the wall and please do not mark the walls with your shoes. No Electrical Appliances are to be used in the rooms apart from a small fridge if needed, iron or computer equipment.

If you fail to report a problem and the condition causes further damage to the Landlord’s or neighbouring properties, you could be held liable for cost of the repair. Electrical items you introduce must be declared to the Agent who will undertake a PAT test at a nominal fee.

Keys

Please note, if you lock yourself out of the property or loose your keys we may make a charge use or provision of duplicate keys in our possession. It is important that you notify the Landlord as soon as you loose a key.

Payment of Rent

Please ensure that your rent is paid in accordance with the term and conditions of the Tenancy Agreement. In the unlikely event that payment is going to be delayed for any reason whatsoever, it is important that you notify the landlord beforehand.

Tenant Insurance

Lastly, don’t forget your tenant contents insurance. If you haven’t already done this and need some help we can recommend a good company.

We sincerely hope that you enjoy your new home and that your tenancy will proceed without difficulty.

Yours Sincerely

On Behalf of Fountain Hall /St. Georges Hall

INVENTORY

Room Number: _____

Fountain Street, Portsmouth
PO1 1BW

2-10 Georges Way, Portsmouth
PO1 3AJ

1 Kent Street , Portsmouth
PO1 3RJ



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