



LETTING TERMS

JULY 2008

1. **TENANT'S OBLIGATIONS**

The Tenant agrees to pay to Roomspace the accommodation charge which incorporates the weekly rate for each week of the Term including utilities (with the exception of telephone charges), council tax, water rates and services. The services shall include a weekly clean of the Property including vacuuming and/or washing floors, washing and changing all bed linen and towels provided by Roomspace, cleaning of bathroom sanitaryware and kitchen fittings and the provision of television services at the Property. The Tenant shall pay the accommodation charge by the same frequency of which the rent installations are paid, of which 20% shall be paid to Roomspace for the provision of the services and 80% paid as rent to Roomspace as agent for the Landlord. Accommodation charge demands shall be issued from time to time for the number of days in the accommodation charge period to be paid in advance and charged at the daily rate.

1.1. **SUPPLIES**

The Tenant agrees to pay for telephone call charges (if any) at cost plus VAT.

1.2 **REPAIRS**

1.2.1 To keep the Property (including doors window frames and glass in windows) in as good a state of repair and decorative condition as it is at the arrival date (fair wear and tear excepted)

1.2.2 To keep the furniture and water appliances in good repair (otherwise than by reasonable use and wear) and to make good or (at the option of the Landlord) pay for the repair or replacement of the Furniture with articles of a similar kind and of equal value as the Landlord shall require in respect of any Furniture which shall be destroyed lost broken or damaged by the Tenant or his visitors servants or agents during the Term

1.2.3 To make good all damage caused through the act or default of the Tenant or any servant agent or visitor of the Tenant to the building

1.2.4 To make good all damage which may be done to the Property or the Building by the Tenant

1.3 **CLEANING**

To keep clean the Property and the Furniture

1.4 YIELD UP

Subject to Clause 3.3 to give RS two weeks' written notice confirming the Departure Date and to leave the Property together with all the Furniture on the Departure Date in such repair and decorative condition as accords with the Tenant's covenants contained in this Agreement and in the event that the Tenant shall fail to do so the Landlord shall be entitled to employ a professional company to decorate the Property and to recover the costs thereof from the Tenant and unless the Landlord by written notice to the Tenant requires otherwise (in which case the Tenant shall comply with that requirement) to leave the Furniture upon the Property in the same position as at the commencement of the Term

1.5 ACCESS OF LANDLORD AND NOTICE TO REPAIR

To permit the Landlord and RS with servants workmen and others upon prior notice (save in the case of emergency) to enter the Property with all necessary workmen and appliances:

- 1.5.1 to inspect the state and repair and decoration of the Property or any part of it and the Furniture
- 1.5.2 to make inventories of all fixtures on the Property
- 1.5.3 to execute all work necessary for remedying any breach by the Tenant of any covenant contained in this Agreement regarding repair or maintenance
- 1.5.4 to carry out in the Property or from the Property any maintenance repairs additions alterations decoration or other works to the Property or the Building or any adjoining premises now or during the Term belonging to the Landlord

1.6 ALTERATIONS

- 1.6.1 not to make or permit to be made any alterations or additions whatsoever to the Property and not to put up shelves or hang or fix any notices pictures mirrors ornaments or wall or ceiling coverings to the ceilings walls or doors of the Property

1.7 USE

- 1.7.1 to use the property in a good and tenantable manner and not to do or permit to be done on or in connection with the Property or the Building anything which may be or tend to be a nuisance inconvenience annoyance or cause of damage to the Landlord or the occupiers of the Building or any adjoining Premises or to any neighbouring or adjoining property or the owners or occupiers of it
- 1.7.2 not to install or use on the Property any equipment which causes noise or vibration detectable outside or damage to the Property or the Building or which is or may become dangerous
- 1.7.3 not to play or use at the Property any equipment or apparatus that produces sound audible outside

- 1.7.4 not to deface the Property or permit or suffer it to be defaced internally or externally
- 1.7.5 not to discharge into any Conducting Media servicing the Property any substance that may obstruct them or cause damage or danger or any poisonous or radioactive matter or anything likely to pollute
- 1.7.6 not to use or permit to be used in the Property any oil or paraffin heater or lamp or any other lamp or heater which may be a fire hazard
- 1.7.7 not to carry on any trade profession or business whatsoever on the Property
- 1.7.8 not to use the Property or permit or suffer the Property to be used for any unlawful or immoral purpose or otherwise than as a private residential flat for the use of the Tenant and his immediate family as notified to the Landlord in advance

1.8 PETS

Not to keep any pets or animals or bird (including fish or reptiles) on the Property

1.9 PROHIBITION AGAINST INVALIDATION OF LANDLORD'S INSURANCE

Not to do anything or suffer or permit anything to be done as a result of which any policy of insurance effected by the Landlord on the Property or on the Building or on the adjoining premises may become void or voidable or as a result of which the rate of premium on any such policy may be increased and to comply in all respects with the reasonable requirements of the insurers with whom the Property or the Building or the adjoining premises may from time to time be insured and to make good to the Landlords satisfaction all loss or damage sustained by the Landlord consequent on any breach of this provision

1.10 ALIENATION

Not to assign underlet charge or part with or share possession of the Property or any part of the Property and not to take in any lodgers or paying guests and not to permit any person to occupy or reside at the property other than the tenant and his immediate family

1.11 INTEREST

To pay interest on any Accommodation Charge or other sum payable under this Agreement which is not paid on the date on which it is due whether formally demanded or not from the date on which the Accommodation Charge or other sum is due to the date of payment (whether before or after any judgement) at the rate of 4% above the base lending rate of Barclays Bank PLC or such other bank as the Landlord may from time to time nominate in writing such interest to be calculated on a daily basis and compounded with rests on the 25th March 24th June 29th September and 25th December in each year but noting in this clause shall entitle the Tenant to withhold or delay any payment or shall prejudice the rights of the Landlord in relation to non payment

1.12 DEPOSIT

1.12.1 To pay to the Landlord or RS on the signing of this Agreement. The deposit to be held until the expiration of the Term as security towards the Tenant's liability for:

1.12.1.1 dilapidations to the Property or the Furniture

1.12.1.2 Accommodation Charge owed to the Landlord and RS (including Accommodation Charge in advance which has fallen due and any Accommodation Charge retrospectively charged by the Landlord or RS where the Tenant has ended the Term prematurely under Clause 3.3)

1.12.1.3 any sum expended by the Landlord in remedying any breach of covenant by the Tenant including without prejudice to the generality of the foregoing any costs incurred by the Landlord pursuant to clauses 1.3, 1.4 and 1.5 hereof and

1.12.1.4 any breach or non-performance by the Tenant of any of the covenants and conditions contained in this Agreement and to be observed and performed by the Tenant

1.12.2 on the expiration or sooner determination of the Term the Landlord or RS shall apply the Deposit or any part of it in payment of any outstanding Accommodation Charge or any amount due to it as specified in sub-clause 1.12.1 above and the Deposit or the balance of the Deposit shall be repaid to the Tenant as soon as possible

1.13 REIMBURSEMENT OF THE LANDLORD'S COSTS

To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord incidental to the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred in or in contemplation of proceedings under the Law of Property Act 1925 Sections 146 or 147 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the court

1.14 VAT

To pay and indemnify the Landlord against any VAT or tax of a similar nature which may be or become chargeable in respect of any payment:

1.14.1 made by the Tenant under this Agreement or

1.14.2 made by the Landlord where the Tenant agrees under this Agreement to reimburse the Landlord for it

1.15 INDEMNITY

Indemnity to be responsible for and to keep the Landlord indemnified against all losses resulting directly or indirectly from:

1.15.1 any negligence of the Tenant its servants agents or licensees or

1.15.2 any breach by the Tenant of the provisions of this Agreement

1.16 KEYHOLDERS

1.16.1 to pay to the Landlord the cost of:-

1.16.1.1 providing any sets of keys to the Property in addition to the two sets of keys provided by the Landlord at the commencement of the Tenancy and

1.16.1.2 changing the locks to the Property in the event of the loss by the Tenant of any of the sets of keys to the Property provided by the Landlord

1.16.2 to return both sets of keys to the Landlord upon the expiry of the Term together with any other sets of keys which may have been provided by the Landlord during the Term and if the Tenant should fail to do so:

1.16.2.1 to pay all costs incurred by the Landlord in changing the locks to the Property and obtaining two sets of new keys to the Property and

1.16.2.2 to pay Accommodation Charge to the Landlord up to the date upon which either all the sets of keys to the Property provided by the Landlord are returned to it or the locks to the Property shall be changed as the case may be

1.17 REGULATIONS

To observe and perform the regulations set out in the Third Schedule hereto together with such reasonable additions and amendments thereto as the Landlord may from time to time make for the proper management of the Building

1.18 RE-LETTING

To permit persons with the authority of the Landlord or its agents to view the Property at any time during the last month of the Term

2. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:-

2.1 INSURANCE

To keep the Property and the Furniture insured at all times throughout the Term against loss or damage by fire for the full cost of reinstatement provided that the Landlord's obligations to effect insurance does not extend to any contents belonging to the Tenant

2.2 QUIET ENJOYMENT

That the Tenant paying the Accommodation Charge and performing and observing

the covenants on his part contained in this Agreement shall peaceably hold and enjoy the Property without any interruption by the Landlord or any persons rightfully claiming under or in trust for him

3. PROVISOS AND DECLARATIONS

3.1 RE-ENTRY

If at any time:-

- 3.1.1 any part of the Accommodation Charge is outstanding for fourteen days after becoming due (whether formally demanded or not) or
- 3.1.2 any covenant by the Tenant or other term contained in this Agreement is not performed or observed or
- 3.1.3 the Property shall (without an arrangement having been made with the Landlord) be left vacant or unoccupied for a period exceeding one month or
- 3.1.4 the Tenant shall become bankrupt or insolvent or enters into a voluntary arrangement with his creditors
- 3.1.5 it shall be lawful for the Landlord at any time after that to re-enter upon the Property or any part of the Property in the name of the whole and upon re-entry this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant by the Tenant contained in this Agreement

3.2 CESSER OF ACCOMMODATION CHARGE

In the event of the Property or any part of it being damaged or destroyed by fire so as to be unfit for occupation and use the Accommodation Charge or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended until the Property is again rendered fit for occupation and use provided that this clause shall not apply if the policy of insurance effected by the Landlord has been vitiated and payment of the policy money has been refused in whole or in part in consequence of any act or default of the Tenant

3.3 EARLY TERMINATION BY TENANT

If the Tenant shall wish to terminate the Term prior to the Term expiring

- 3.3.1 the Tenant shall give the requisite number of weeks' written notice to Roomspace in accordance with clause 1.4 specifying a date upon which the Tenant vacate the Property and upon the expiration of such notice and the Tenant having complied with clause 3.3.2 and 3.3.3 hereof and this shall be in accordance with the number of weeks written notice required by the Tenancy Agreement
- 3.3.2 the Tenant shall ensure that prior to the vacation of the Property the Accommodation Charge due up to the Departure Date shall be paid to the Landlord and it is hereby agreed that:-

- 3.3.3 if the Tenant has been given any discounts on the RS standard rates in return for the Tenant agreeing, at the time of booking, to a minimum 1, 3 or 6 month stay, the Accommodation Charge will be retrospectively adjusted to the RS standard applicable rate as previously advised to the tenant. where the Tenant ends the Term before this minimum period, and the adjusted Accommodation Charge will constitute the Accommodation Charge which is properly due from the Tenant for the Property for the whole of the Term, and
- 3.3.4 any Deposit paid by the Tenant shall not be taken into account in determining the amount of Accommodation Charge due to the Landlord and
- 3.3.5 the Tenant shall ensure that all the agreements on its part herein contained are observed up to the Departure Date, and in particular without prejudice to the generality of the foregoing the Tenant shall ensure that the Property is left in a state of good repair and decorative condition and thoroughly cleaned in accordance with the provisions of clauses 1.2, 1.3 and 1.4 hereof.

3.4 SERVICES OF NOTICES

- 3.4.1 a notice under the Tenancy must be in writing and unless the receiving party acknowledges receipt is valid if (and only if) it complies with the provisions of this Clause
- 3.4.2 the provisions are that:
- 3.4.2.1 the notice must be given by hand or sent by registered post or recorded delivery
- 3.4.2.2 the notice must be served:
- where the receiving party is the Landlord at the address given for RS on page one of this Agreement
 - where the receiving party is the Tenant at the Property
- 3.4.3 a notice sent by registered post or recorded delivery is to be treated as served on the third day after posting whenever and whether or not it was received
- 3.4.4 if the receiving party is more than one person a notice to one is notice to all
- 3.4.5 any notice under this Agreement received by the Landlord from any of the individuals comprised within the definition of "the Tenant" shall be deemed to have been received on behalf of all of the individuals comprised with the definition of "the Tenant"

3.5 EXCLUSION OF LIABILITY

Except as required by law the Landlord shall not be responsible to the Tenant for any personal injury or any damage which may at any time be done to or for any loss in respect of any goods or property of the Tenant in the Building or for any loss or inconvenience occasioned by the closing of the lifts in the Building for repairs or any

other necessary purposes or for any accidents that may occur to persons using such lifts but the provisions of this clause shall not apply:

- 3.5.1 where such injury damage or loss is due to any matter in respect of which written notice has been given to the Landlord by the Tenant and
- 3.5.2 to any injury loss or damage covered by any of the Landlord's policies of insurance relating to the Building

3.6 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by English law and the parties hereto submit to the non exclusive jurisdiction of the courts of England and Wales.

THE FIRST SCHEDULE

The rights granted

- 1. The right to pass and repass on foot only along the entrance hall staircase passages (lifts if any) and landings of the Building in common with other tenants and occupiers of the Building for the purpose of access to and egress from the Property
- 2. The free and uninterrupted passage and running of water soil and electricity from and to the Property

THE SECOND SCHEDULE

The exceptions and reservations

- 1. The free and uninterrupted passage and running of water soil and electricity over along and through the Property for the benefit of other parts of the building equivalent to those set forth in paragraph 2 of the First Schedule hereof
- 2. The right of the Landlord with servants workmen and others at all reasonable times on prior appointment (except in case of emergency) to enter into and upon the Property for any of the purposes specified in clause 4.7 hereof
- 3. The right from time to time and at all times hereafter to erect or cause to be erected and to maintain any building whether permanent or otherwise adjoining or near to the whole or any part of the Property and for such purposes to erect any necessary scaffolding or gantries and to alter add to vary pull down or re-erect or any part of such Building notwithstanding that such Building alterations gantries scaffolding additions or re-erectments shall impair injure or affect the free access of light and air to the Property

THE THIRD SCHEDULE

Regulations

1. No person of unsound mind or of drunken or immoral habits shall be permitted to reside in the Property and no illegal drug or drugs shall be taken on the Property
2. All pianofortes or other like instruments shall be placed on rubber insulators to deaden sound
3. No music or singing whether by instruments voices wireless gramophone television or other means shall be allowed in the Property or the Building between 11.00pm and 9.00am in such manner as to cause a nuisance or annoyance to neighbouring properties
4. Nothing shall be deposited or left in the entrance hall stairways passages of the Building or the approaches thereto neither shall any carpets mats or rugs be beaten or washing hung out to dry therefrom or from any windows or balconies (if any) of the Property or children allowed to play in or on such entrance hall stairways or passages or the approaches to the Building neither shall the same respectively be in any way obstructed
5. No flower pots or other things shall be placed outside the windows of or on any balconies (if any) of the Property
6. No advertisements or notices of any description shall be placed on the outside of any of the windows walls or doors of the Property or the Building or so as to be visible through any window of the Property
7. No television wireless or other aerial shall be placed on the outside of the Property
8. Entrance doors of the Property shall be kept shut as streets doors and the Tenant shall on no account whatever leave any door mat boxes parcels refuse or rubbish in the passage or the landings
9. No use whatsoever shall be made of any flat roof of the Building except in the case of fire or other like emergency
10. No coal or other fuel shall be carried upon the staircases and landings of the Building
11. No oil heater shall be taken into or kept in the Property
12. The Tenant shall not remove or bring into the Property or the Building any furniture or bulky objects except between the hours of 8.00 am and sunset without the consent of the Landlord
13. All dust and refuse shall be put in receptacles as provided by the Landlord