

Assured Shorthold Tenancy Agreement
For a Studio Flat for
Bournemouth University Nominations at
Kaplan Residences
Lansdowne Point
51-65 Holdenhurst Road
Bournemouth
BH8 8GN

REFERENCE: LANS /17

IMPORTANT NOTES:

1. You must read this agreement in full before signing it.
2. If you do not have a UK based guarantor, be aware that you must pay your fees at the commencement of your tenancy.
3. Please return this Tenancy Agreement to us at lansdownepoint@kaplan.com within 48 hours of receiving it. (Due to demand, we will not be able secure your room if we do not receive it within this timeframe.)
4. We will provide you with a copy for safekeeping when you take up occupancy.

PLEASE NOTE: We do not hold a damage deposit. You will be charged for damage if necessary.

Note 2.1.3 below

DATE OFFER OF ACCOMMODATION MADE	(the date you send out the agreement)
DATE OFFER EXPIRES	(48 hours after the above)
LANDLORD	KAPLAN NT LTD., 2 nd Floor, Warwick Building, Kensington Village, Avonmore Road, London. W14 8HQ
TENANT'S NAME	NAME
GUARANTOR'S NAME	
PREMISES/ADDRESS	Kaplan Residences, Lansdowne Point, 51-65 Holdenhurst Road, Bournemouth, BH8 8GN
CONTRACT TYPE	Assured Shorthold Tenancy under the Housing Act 1988
ROOM NUMBER	ROOM NO.
WEEKLY RENT (including catering package & bus pass)	£198.27
TOTAL CONTRACT COST	£9913.50 (if paid in full before the commencement of the tenancy a 2% discount will be applied) however a charge of £30 is applied to credit card payments of £500 and over).
RENT INSTALMENT DATES	1 st Payment – 2 nd October 2018 - £3054.50 (minus £250 transferred from booking fee) 2 nd Payment – 9 th January 2018 - £3304.50 3 rd Payment – 3 rd April 2018 - £3304.50
TENANCY PERIOD AND NUMBER OF WEEKS	50 weeks commencing on 16 th September 2017
BOOKING FEE	£330.00. At the commencement of the tenancy £80 becomes a non-refundable administration charge and the remaining £250 is taken at the first rent payment. We

	do not hold a damage deposit.
BUILDING COMMON PARTS	The entrance halls, landings, staircases, passageways, lifts (if any) and any common rooms, bin areas, laundry and any other parts of the building which are intended to be or are capable of being used by the Tenant in common with other occupiers of the relevant part of the building
FLAT	[A self-contained flat in the Premises]
FLAT COMMON PARTS	The common parts of the Flat including kitchen/living area, corridor and any store cupboard
ROOM ITEMS	The items to be provided in the Room and the Flat as stated in the Inventory which is provided to the Tenant on arrival. It is the responsibility of the Tenant to ensure any defects are brought to the attention of the Landlord's Management Team
ROOM	Any room, including en-suite bathroom facilities, forming part of the Flat which is let to the Tenant
INVENTORY	The inventory for each Room and the Flat Common Parts to be completed by the Tenant on arrival

If the Tenant is based in the EU at the time that s/he signs this Tenancy Agreement and s/he enters into it other than face-to-face, the Tenant has fourteen days from the date of signing to cancel the contract by notifying the Landlord at the e-mail address provided above. Where the Tenant occupies the Room prior to the end of the fourteen day cooling off period, the Tenant's right to cancel will lapse immediately upon the commencement of such occupation.

This Tenancy Agreement is a legally binding document. By signing it each of the Tenant and Guarantor confirms that s/he has read, understood and agreed to be bound by its terms and the terms of behaviour policies, including the Halls and Residences policy that apply to this agreement.

LETTING TERMS																			
1			GENERAL																
	1.1		The Tenant is required to confirm the date of his or her intention to accept the tenancy no later than the advertised Accommodation Confirmation Date on Page 2 of this agreement. Failure to do so will result in the offer being withdrawn.																
	1.2		The Tenant must pay the £330 by return of this Tenancy Agreement in order to secure the Room.																
	1.3		At the request of the Guarantor, the Landlord lets the [Flat/Room] to the Tenant for the Tenancy Period. This agreement creates an assured shorthold tenancy under Part I of the Chapter II of the Housing Act 1988.																
2			RENT AND OTHER PAYMENTS																
	2.1		The Tenant agrees:																
		2.1.1	to pay the rent to the Landlord for the duration of the Tenancy Period;																
		2.1.2	to pay the instalments of the Rent in pounds sterling (£) by either: <ul style="list-style-type: none"> a. Where the Tenant is making a payment from outside the UK, by banker's draft or bank transfer to the Landlord's bank account. The payor may be charged for this transfer. Bank account name: <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 20%;">Name:</td> <td>Bournemouth University International College</td> </tr> <tr> <td>Account name:</td> <td>KAPLAN BOURNEMOUTH LIMITED</td> </tr> <tr> <td>Bank name:</td> <td>HSBC Bank plc</td> </tr> <tr> <td>Sort Code:</td> <td>401160</td> </tr> <tr> <td>Account number:</td> <td>60004294</td> </tr> <tr> <td>Swift Code:</td> <td>MIDLGB22</td> </tr> <tr> <td>IBAN:</td> <td>GB39MIDL40116060004294</td> </tr> <tr> <td>Bank Address:</td> <td>60 Queen Victoria Street, London, EC4N 4TR</td> </tr> </table> <p style="margin-left: 40px;">Please use the reference number on the front page of this document to ensure the Landlord can identify the payment:</p> <ul style="list-style-type: none"> b. where the Tenant is in the UK at the time of payment by: <ul style="list-style-type: none"> • banker's draft; • credit and debit card: credit card payments will be subject to a handling fee of £30 for amounts of £500 and over. 	Name:	Bournemouth University International College	Account name:	KAPLAN BOURNEMOUTH LIMITED	Bank name:	HSBC Bank plc	Sort Code:	401160	Account number:	60004294	Swift Code:	MIDLGB22	IBAN:	GB39MIDL40116060004294	Bank Address:	60 Queen Victoria Street, London, EC4N 4TR
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		2.1.3	to pay the Landlord within 7 days of written demand the cost of any damage and/or repairs (except fair wear and tear) caused by the Tenant whether or not as a result of a breach by the Tenant of this Tenancy Agreement. If the Landlord (acting reasonably) considers that the Tenant is jointly responsible for any damage and/or repairs then the Tenant will bear a proportion of the cost of any damage or repairs required as a result. The proportion will be determined by the Landlord (acting reasonably) and the Tenant will reimburse the Landlord for such cost within 7 days of the written demand. A list of the approximate charge for repairs is found at Schedule 2.																
	2.2		The Tenant agrees to indemnify the Landlord for any Council Tax due to the Local Authority as a result of change of status of the Tenant, and will within 7 days of written demand reimburse the Landlord in respect of any such Council Tax payable by the Landlord.																
	2.3		The termination or surrender of this Tenancy Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.																

	2.4		The Landlord's rights under this clause 2 are in addition to any other rights the Landlord has under this Tenancy Agreement, in particular, the Landlord reserves the right to seek compensation for a breach of this Tenancy Agreement or to cover any arrears.
3			TERMINATION
	3.1		The Landlord reserves the right to re-enter the [Room/Flat] if:
	3.1.1		the Tenant fails to pay any instalment of Rent or other amounts payable in accordance with the terms of this Tenancy Agreement whether it has been formally demanded or not;
	3.1.2		the Tenant's status as a student of the University/College is terminated or suspended for any reason whatsoever;
	3.1.3		the Tenant is in breach of any of the obligations contained in this Tenancy Agreement, the Internet Usage Policy (this can be found at) http://files.ask4.com/terms-of-use/ask4-residential-terms.pdf or the provisions prohibiting smoking on the Premises and/or the use of illegal drugs;
	3.1.4		the Tenant is adjudged bankrupt under the Insolvency Act 1986;
	3.1.5		any of the grounds for possession mentioned in Section 7(6)(a)&(b) of the Housing Act 1988 occur or apply; or
	3.1.6		Any of the grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply;
	3.1.7		AND the effect of such termination will be to end the Tenancy Period and the Tenant will still be liable for the outstanding Rent and any other payments due. If the Landlord re-enters the [Room/Flat] pursuant to this clause, the Tenancy shall end immediately. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
	3.2		If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.
	3.3		If the Tenant's visa application has been refused, the amounts paid will be refunded on production of all of the following documents: (1) original visa refusal letter; (2) copy of the Tenant's passport showing both a photograph and a signature; and (3) where the payor was not the Tenant, an original authority letter from the Tenant authorising repayment to the payor.
4			LANDLORD'S OBLIGATIONS
			Throughout the Tenancy Period the Landlord will:
	4.1		give the Tenant exclusive uninterrupted occupation of the Room and the right (shared with others) to use the Flat Common Parts and the Building Common Parts during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement;
	4.2		use reasonable efforts to arrange for any damage to be remedied as soon as practicable at the Tenant's cost (as applicable);
	4.3		refund to the Tenant any Rent paid for any period in which the Premises is uninhabitable or inaccessible as a result of any such damage not caused by the Tenant;
	4.4		arrange for the Building Common Parts to be clean;
	4.5		comply with the current regulations for fire safety of the Premises and furniture provided;
	4.6		to provide the services set out in the appended services schedule appendix.
5			TENANT'S OBLIGATIONS
			Throughout the Tenancy Period the Tenant agrees:
	5.1		to allow the Landlord, its agents, the Managing Agent and the Accommodation Provider at all times upon 24 hours prior notice (unless there is an emergency in which case no notice will be given) to access the Room/Premises at any time for the purposes of: inspection and the carrying out of repairs, maintenance and cleaning; showing prospective new tenants and examining the state and condition of the Room/Premises;
	5.2		to clean and keep in a tidy condition the Room and the Flat Common Parts (as applicable) and to pay on demand any additional cost of cleaning or clearing these areas arising from breach of this obligation by the Tenant or the Tenant's visitors or to pay a proportionate share as determined by

		the Landlord;
5.3		to keep and deliver up the Room/Premises and the items listed in the Inventory in a good and clean and tidy condition (fair wear and tear excepted) and not to remove any of the said items from the Room/Premises and if at the termination of this Tenancy Agreement either the Room/Premises are damaged or the said items and effects are damaged or lost, to pay the Landlord on demand the amount or value of such loss or damage in accordance with clause 2.1.3;
5.4		to dispose of all refuse in accordance with the directions made by the Landlord from time to time;
5.5		not to use the Room or Premises otherwise than as a private living accommodation and not to use or allow to be used the Room or Premises for the running of a trade or business;
5.6		not to share the occupation of the Premises or any part of it and not under any circumstances to part with, assign or sub-licence the whole or part of the Premises; NO SUB-LETTING
5.7		not to have overnight visitors and to ensure that all visitors comply with the Tenant's obligations set out in this Tenancy Agreement. The Landlord will be entitled to refuse entry to any visitor in its absolute discretion;
5.8		not to cause any disturbance, distress, annoyance, nuisance or damage to any other occupiers of the Premises or occupiers of neighbouring properties and in particular not to make nor permit the making of any noise so as to be audible outside of the Room (including the playing of loud music at any time) or undertake any activities which are dangerous or offensive;
5.9		not to make any additions or alterations to the Premises nor to make any alteration to the decoration of the Premises nor to affix any poster or similar article anywhere in the Premises;
5.10		to notify the Landlord of all repair or maintenance work which are necessary and not to attempt any repairs or maintenance work;
5.11		to keep all doors and windows locked when the Tenant is not in the Room;
5.12		to sign and comply with the internet provider's Internet Usage Policy where the Tenant is granted access to the internet;
5.13		not to prepare or cook food anywhere other than the kitchen in the Premises;
5.14		<p>that all electrical items brought into the premises – in particular, rice cookers and hair straighteners - MUST be safe. Travel plugs and adaptors are not allowed in any Kaplan premises and appliances must be Portable Appliance Tested (PAT) (testing will be available on site). In the UK, portable appliances must have a CE marking, the CE marking shows that the manufacturer has checked that these products meet EU safety, health or environmental requirements; it is also an indicator of a product's compliance with EU legislation. Any item found which does not carry a CE mark and / or is not safe, may be removed and securely stored until the end of the tenancy.</p> <p>not to bring onto the Premises any: liquid fuel, gases, noxious or explosive substances, paraffin or gas heaters, oil burners or lamps, electrical or gas powered heating equipment, deep fat frying equipment, incense sticks, candles or other naked flame devices or consumables, furniture (such as sofas and armchairs), electrical cooking equipment, washing machines or refrigeration equipment.</p>
5.15		subject to clause 5.14 to hold a current television licence for any television sets brought onto the Premises;
5.16		not to bring any firearms, knives or any other weapons or imitation weapons of any form onto the Premises;
5.17		not to bring any drugs or illegal substances onto the Premises and not to use or allow the Premises to be used for any illegal or immoral purposes;
5.18		to treat and talk to all members of staff and other persons staying or at or visiting the Premises with respect and not to behave in a way that can be considered aggressive, threatening, abusive, offensive, racist or sexist;
5.19		not to expose or allow to be hung laundry, washing, flags, banners, notices or other items outside the Rooms and not to dry clothes on storage heaters;

	5.20		not to mark or label or give away keys, door entry fobs, car park fobs or car park stickers to anyone or make copies of the same;
	5.21		to report the loss of any keys, door entry fobs, car park fobs, car park stickers immediately to the Landlord and on termination of the Tenancy Agreement to immediately return all such items to the Landlord;
	5.22		not to tamper, force or in any way open the windows beyond their restricted opening, which have been restricted for health and safety purposes. This may include windows to balconies which may be locked. Not to tamper or misuse or damage any equipment or other items in the Premises which are provided by the Landlord in the interests of health and safety (including but not limited to fire fighting equipment and fire doors);
	5.23		not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises;
	5.24		not to install a telephone landline at the Premises;
	5.25		not to erect any external television aerial or appliance for any televisions sets used at the Premises;
	5.26		not in any way to misuse any fire alarm or fire safety appliance or tamper with or obstruct any smoke or heat detectors;
	5.27		to respond immediately to the fire alarm at the Premises and to follow the evacuation procedures;
	5.28		not to set off a fire alarm without due cause (even if accidentally), and the Tenant further agrees that if the Tenant or Tenant's guest does set off a fire alarm without due cause, resulting in attendance of the emergency services or the evacuation of the building(s), the Tenant will pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord;
	5.29		to attend a site safety meeting at the beginning of the residence period arranged by the Landlord and local Fire and Rescue Service as required;
	5.30		not to wedge or jam open any fire door or any kitchen door;
	5.31		not to do or permit to be done on the Premises any act where the insurance policy of the Premises may become void or voidable or whereby the premium thereon may be increased;
	5.32		not to take or allow to be taken into the Room, the Flat Common Parts or the Building Common Parts (except in such places as the Landlord may from time to time designate) any bicycles or motorcycles. In the event of the breach of this clause to pay the Landlord on demand £25 (inc VAT) before release;
	5.33		to have due regard to all notices and rules prohibiting smoking within the Premises and to comply with all requests therein;
	5.34		to observe and be bound by any reasonable regulations issued from time to time by the Landlord, Accommodation Provider or the Managing Agent; and
	5.35		to consent to the Landlord disclosing his or her personal data (including but not limited to the Tenant's age, gender, postal address, telephone number, e-mail address, educational background and information relating to his/her health) to the Accommodation Provider, any provider of catering services, Kaplan International Colleges UK Limited, Bournemouth University and the Landlord for the purposes of performing its obligations to the Tenant under this Tenancy Agreement.
	5.36		To comply with the Behaviour Code applying to Lansdowne Point.
	5.37		To accept and comply with the Terms and Conditions of the Catering Package provided and attached to this tenancy agreement as an appendix.
	5.38		To accept and comply with the Terms and Conditions of Wilts and Dorset Buses which can be found at https://key.thebusforbu.co.uk/smart-card/faq/help-i-have-a-problem/305/ .
6			MOTORISED VEHICLE PARKING
			The Tenant agrees:
	6.1		not to park any car or other motorised vehicle at/within the Premises without the consent of the Landlord; and
	6.2		that unless specific arrangements have been made with the Landlord not to allow visitors to park motorised or non-motorised vehicles at the Premises.

7			
			GUARANTOR
	7.1		The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
	7.2		The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.
8			NOTICE UNDER SECTION 48 OF THE LANDLORD AND TENANT ACT 1987
			The Tenant is hereby notified that notice (including notices in proceedings) must be served on the Managing Agent by the Tenant at the following address Kaplan Bournemouth Limited, 2 nd Floor, Warwick Building, Kensington Village, London, W14 8HQ for the attention of Kaplan Bournemouth Limited Accommodation Manager.
9			COUNTERPARTS
			This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
10			END OF THE TENANCY PERIOD
			At the end of the Tenancy Period the Tenant agrees:
	10.1		To vacate the room and remove all belongings from the Premises and leave the Room, the Flat Common Parts and the Room Items in the same clean state and condition as they were at the beginning of the Tenancy Period. If the Tenant so fails to remove any of their belongings from the Premises upon this Tenancy Agreement coming to an end then the Landlord may dispose or sell such belongings and the Tenant will indemnify the Landlord against any liability to any third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after two months the sale proceeds net of any disposal and reasonable management cost have not been claimed by the Tenant the Landlord will be entitled to keep them;
	10.2		to ensure that any Room Item or shared item which may have been moved during the Tenancy Period is returned to the location that they were in at the beginning of the Tenancy Period;
	10.3		not to leave any refuse for disposal within the Premises;
	10.4		to return to the Landlord all keys, door entry fobs, car park fobs, car park stickers and for any such item nor returned at the end of this Tenancy Agreement the Tenant will pay to the Landlord the cost of replacements together with the cost of supplying and fitting replacement locks as necessary.

TABLE OF CHARGES

Approximate Costs for replacement/repair/cleaning 2017/18

Please note that this is only a guide and does not include labour charges. In the event of an issue, we will invoice you for actual charges. Also, note that a 2% charge is made for administration charges on all invoices.

ITEM	REPLACEMENT	REPAIR	CLEAN/PAINT
Bed base	£170.00	£75.00	
Ceiling	£150.00	£50.00	£25.00
Ceiling heat/smoke detectors	£140.00		
Clothes Rail	£50.00		

Coat Hooks	£30.00		
Combination Microwave (Studios)	£200.00		£10.00
Cupboard	£100.00		
Curtain/Blind	£75.00		
Desk	£160.00		
Desk Chair	£80.00		
Dining Tables/Breakfast Bars	£120.00		
Door Lock	£260.00		
Door Stop	£10.00		
Doors with Closers	£360.00		
Drain Cover to shower	£10.00		
Easy Chairs	£100.00		
Extractor Fan in Shower Pod/Room	£50.00		
Extractor fan over cooker	£100.00		
Fire Blanket	£25.00		
Fire Extinguisher (if applicable.)	£80.00		
Fire Signage	£15.00 per sign		
Flooring	Dependant on extent of issue	Dependant on extent of issue	Dependant on extent of issue
Fridge Freezer	£360.00		
Hallway Carpet (per tile)	£30.00		
Hob	£280.00		
Kitchen chairs/stools	£45.00		
Kitchen Double Storage Cupboard	£250.00	£30.00	
Kitchen Larder Cupboard	£150.00	£30.00	
Kitchen Single Storage Cupboard	£200.00	£30.00	
Kitchen Sink Top	£100.00		
Kitchen Worktop	Dependant on size	Dependant on size	
Light switches	£40.00		
Lights and Covers	£50.00		
Lost Key	£10.00		
Mattress	£140.00		
Microwave	£80.00		£10.00
Mirror	£80.00		
Oven	£350.00		£20.00
Oven Shelves	£25.00		
Painted Walls (per wall)	£25.00		
Pin Boards	£75.00		
Plug Sockets & Ports	£30.00		
Sensor	£30.00		
Shaver Socket	£30.00		
Shelves in Fridge Freezer	£25.00		
Shelving	£30.00		
Shower door	£200.00		£10.00
Shower head	£40.00		
Shower pod flooring	Dependant on extent of issue	Dependant on extent of issue	£10.00
Shower pod shelving	£40.00		
Shower Pod Sink Plug	£25.00		
Shower Pod Soap Dish	£25.00		

Shower Pod Toilet bowl and seat	£250.00		
Shower pod walls	Dependant on extent of issue	Dependant on extent of issue	£15.00
Shower Pod Wash hand basin	£200.00		
Skirting	Dependant on extent of issue	Dependant on extent of issue	
Taps	£125.00 per pair		
Toilet Roll Holder	£20.00		
Toilet Seat	£45.00		
Wall heater	£150.00		
Wardrobe	£300.00		
Window with handle and restrictor	£500.00		

Signed by the TENANT	
Signed by the GUARANTOR	
Address for the GUARANTOR	
Contact Telephone No. for GUARANTOR	
In the presence of: WITNESS NAME: WITNESS ADDRESS: OCCUPATION:	
LANDLORD SIGNATURE	