

One Penrhyn Road, Kingston Upon Thames: Holiday Letting Agreement

THIS AGREEMENT dated:

BETWEEN: -

(1) SAS Kinplus (“the Owner”) care of Victoria Hall Management Limited operating as HOST;
and

(2) (Insert name of student) (“the Occupier”) of *(Insert address)*
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1. Nature of the Agreement

- 1.1 The Agreement is granted by the Owner to the Occupier for the purpose of holiday accommodation and is not intended to create the relationship of landlord and tenant between the parties.
- 1.2 The Occupier shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Agreement ends.

2. Premises

The Owner agrees to let and the Occupier agrees to occupy a studio (“the Room”) within premises known as One Penrhyn Road (“the Building”) together with the right to use in common with all other persons authorised by the Owner the common facilities within the Flat (applicable to Twin Studios) for a term commencing on and expiring at 10.00am on (“the Contractual Term”).

3. Holiday Letting

- 3.1 The Occupier declares that he/she will occupy the Room as holiday accommodation only for the purposes of study or travel only and that he/she will vacate the Room at the end of the Contractual Term.
- 3.3 This Agreement may be determined before the end of the Contractual Term by the Owner without notice in the event of the Occupier being in material breach of the terms of this Agreement or if the Room becomes uninhabitable by reason of an event covered by any insurance policy.
- 3.4 This Agreement is personal to the Occupier. The Occupier must not use the Room except for the purpose of holiday accommodation let by the Occupier during the Contractual Term and not for any other purpose or longer period.

4. Payment

- 4.1 The Occupier shall pay to the Owner a fee of £ (the “Letting Fee”) for the Contractual Term payable in advance.
- 4.2 The Occupier must have vacated the Room with all his/her effects, by the end of the Contractual Term. Failure to do so will result in the Occupier being charged a further day’s fee calculated proportionately by reference to the Letting Fee referred to at clause 4.1 above.

5. Letting Provisions

Throughout the Contractual Term the Occupier agrees with the Owner as follows: -

- 5.1 to pay the Letting Fee in advance of the Contractual Term.
- 5.2 to keep the interior of the Room the fixtures and fittings the doors and the glass in the windows and the contents as listed in the attached inventory ("the Contents") in good repair and condition as they are now in and to make good all damage and undue wear to the Contents and at all times to keep the Room in a clean and tidy condition failing which the Owner may at its absolute discretion instruct cleaners to enter and clean the Room and the cost of which will be payable by the Occupier on demand.
- 5.3 not to store or keep any unlawful substance or materials in the Room at any time and to report the possession of such substances to reception forthwith and further not to use the Room for any illegal or immoral purposes and not to commit or otherwise be involved in any criminal activity.
- 5.4 not to keep or use in the Room any lighted candles portable heater lamp or other portable apparatus fed by paraffin or liquid gas.
- 5.5 not to keep or use in the Room any electrical heating and/or electrical cooking equipment.
- 5.6 not to bring or store in the Room any inflammable or dangerous articles.
- 5.7 not to expose or allow to be hung any laundry washing or other items so as to be visible from outside of the Room and not to dry clothes on the storage heaters.
- 5.8 not to glue stick nail tack screw fix or fasten (whether with Blue-Tack or similar materials) anything whatsoever to the interior or the exterior of the Room.
- 5.9 not to assign underlet or otherwise part with or share possession of the Room with any other person and not to take in any lodgers. For the avoidance of doubt this prohibition includes children, dependents and other family members.
 - 5.9.1 to use the Room only as a single private residence for occupation by the Occupier personally and not to allow visitors to remain in the Room overnight unless the Occupier has registered the visitor at reception and obtained the Owner's consent thereto and further to ensure that any visitor who is a minor is properly looked after by a responsible adult at all times and further provided that any visitor may stay a maximum of three consecutive nights.
- 5.10 not to part with the keys or fob to the Room and to report forthwith any loss of the same to the Owner.
- 5.11 not to canvass in any part of the Building
- 5.12 not to cause a nuisance annoyance or interference to any other residents in the Building or the owners and occupiers of the surrounding properties and not to damage the Room, the contents, or any part of Building
- 5.13 that the Owner is not responsible for any loss or damage to personal belongings within the Room or the Building and acknowledges that the Owner has no responsibility to the Occupier for any such items and that it has advised the Occupier to take out its own insurance

- 5.14 to open or tilt the windows in the Room on a daily basis to ventilate the Room and notwithstanding this requirement the Owner shall not be responsible for any loss caused by reason of the said opening or tilting of the windows
- 5.15 not to make any alterations or additions or redecorate the Room and not to remove the Contents from the Room or allow them to be used outside the Room save as is necessary for the Occupier to comply with its obligations contained in this agreement.
- 5.16 to dispose of all refuse in accordance with the requirements of the Owner as shall be notified from time to time to the Occupier
- 5.17 not to keep any dog cat bird insect pet or other animal of any kind in the Room (without the Owner's prior written consent not to be unreasonably withheld or delayed)
- 5.18 not to hold any party in the Room.
- 5.19 not to play or use any musical instrument or television radio or other means of reproducing sound at all between the hours of 11pm to 7 a.m. or at any other time so that the sound is audible outside the Room.
- 5.20 to allow the Owner and its authorised agents and workmen to enter the Room and the with 24 hours' notice: -
- i. to inspect the condition at least once in every week;
 - ii. to carry out work the Occupier is liable for but has failed to carry out or remedy work that the Occupier has carried out without consent;
 - iii. to repair clean or alter the Room or The Building whether the Owner is legally liable to carry out such work or not; and
 - iv. for any purpose mentioned in this agreement or connected with the Owner's interest in the Property or any other property.
- 5.21 not to use the Room for the purposes of conducting a business
- 5.22 to pay for all telephone charges and to pay for all other data and telecommunications services consumed by or supplied to the Occupier on demand failing which the telephone and any other data and telecommunications services will be disconnected without notice to the Occupier and thereafter the cost of any reconnection will be payable by the Occupier on demand and prior to the telephone being reconnected
- 5.23 not to store bicycles in the Studio or on any access ways or staircases forming part of The Building but to store any bicycle in the designated bicycle areas of The Building only
- 5.24 on the expiry of the Contractual Term: -
- i. to deliver the keys and fob to the Owner and to remove all personal effects from the Room by no later than **10am on departure day.**
 - ii. to make good any loss or damage caused by a breach by the Occupier of the Occupier's obligations in this Agreement
 - iii. to make good all damage and undue wear to the Contents
- 5.25 to supply his/her own bed linen and towels
- 5.26 not to smoke in the Room or the Building

6. Termination

If at any time the Letting Fee or any part of it is unpaid for fourteen days after it is due (whether legally demanded or not) or if there is a breach of any of the Occupier's agreements the Owner is entitled (in addition to any other right) to repossess the whole or any part of the Room and the tenancy shall immediately then terminate but without affecting the Owner's right to sue the Occupier for any breach of obligation.

7. Occupier's Property

If after the Occupier has vacated the Room any property of the Occupier remains in or on the Room or if any bicycle remains in the designated bicycle areas the Owner may as agent of the Occupier sell, or dispose of, such property or bicycle and the Occupier will indemnify the Owner against any liability incurred by it to any third party whose property shall have been sold by the Owner in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property or bicycle belonged to the Occupier and the Owner shall be entitled to retain such proceeds of sale absolutely and the Occupier shall indemnify the Owner against any damage occasioned to the Room any actions claims proceedings costs expenses and demands made against the Owner caused by or related to the presence of the property in or on the room.

8. Costs of Enforcement

The Occupier must pay the Owner's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to the recovery or attempted recovery of arrears of the Letting Fee or other sums due under this agreement.

9. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

BEFORE SIGNING THIS AGREEMENT, THE OCCUPIER SHOULD READ THE FOLLOWING NOTES:

This agreement is a legally binding document. Signing it means that the Occupier has read, understands and agrees to be bound by its terms. The Occupier should therefore satisfy himself/herself that this is indeed the case before signing. The Occupier should be aware that he/she will be bound for the whole of the Contractual Term (as defined above) and will not be released from his/her obligations until the Contractual Term expires. If the Occupier does not understand anything in this Agreement, then it is strongly suggested that he/she asks for an explanation before signing it. The Occupier may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Signed on behalf of the Landlord:

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Dated:

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Signed by the Occupier:

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Dated:

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