

Unilife Assured Shorthold Tenancy Agreement

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement:

2.1.1. **"The Building"** means,

2.1.1.1. **"The Building Common Parts"** means the entrance hall, stairs, corridors, laundry, lifts, bicycle store and any other common areas within the Building and, where the Studio comprises only a room, a kitchen and bathroom to be allocated by the Landlord;

2.1.1.2. **"The Contents"** means the furnishing and effects to be found in the Studio and the Studio Common Parts as listed in the inventory to be provided to the Tenant on moving into the Studio;

2.1.2. **"The Contract"** means the document to which this Agreement is attached;

2.1.3. **"The Deposit"** means the Accommodation Deposit as defined in the Contract;

2.1.4. **"The First Payment Date"** means the date Instalment 1 is due as set out in the payment methods schedule;

2.1.6. **"The Interest Rate"** means the rate of 4% above the base lending rate of Santander

2.1.7. **"The Landlord"** means as defined in the Contract

2.1.8. **"The Rent"** means the rent set out in the Contract;

2.1.9. **"The Service Media"** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data for internet and phone services provided;

2.1.10. **"The Studio"** means as defined in the Contract;

2.1.11. **"The Term"** means the period for which the Studio is let under this Agreement as established by the Tenancy Start Date and Tenancy End Date, including any subsequent period when the Tenant remains in the Studio or extension or continuance of that period by law;

2.1.12. **"The Termly Payments"** means as defined in the Contract;

2.1.13. **"The Tenancy End Date"** means as defined in the Contract;

2.1.14. **"The Tenancy Start Date"** means as defined in the Contract;

2.1.15. **"The Tenant"** means as defined in the Contract;

2.2. **Interpretation** Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

3. ASSURED SHORTHOLD TENANCY

It is confirmed that this Agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.

4. AGREEMENT TO LET

4.1. The Landlord agrees to let and the Tenant agrees to take the Studio for the Term at the Rent.

4.2. The Tenant is granted the following rights for the benefit of the Studio in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):

4.2.1. The right to use the Building Common Parts including the right to come and go to and from the Studio over such of the Building Common Parts as are designed or designated to afford access.

4.3. The Landlord reserves the following rights over the Studio:

4.3.1. The right for the Landlord and those authorised by the Landlord to enter the Studio on reasonable written notice (except in cases of emergency) for any purpose mentioned in this Agreement; and

4.3.2. The right to the free passage and running of water, soil, gas, data and electricity through any pipes, cables, wires, drains or sewers passing in or through the Studio.

5. COMPLIANCE WITH AGREEMENT

The Tenant and the Landlord agree with each other to comply with the requirements of this Agreement.

6. RENT AND INTEREST

6.1. Obligation to pay

The Tenant must pay the Rent during the Term by Termly Payments payable in advance to the Landlord's bank by standing order or credit card payment using the credit card online facilities, including the first payment on the First Payment Date.

6.2. Interest on sums not paid

The Tenant must pay interest at the Interest Rate on any rent or other payment lawfully due under this Agreement that is not received by the Landlord by 14 days after the payment was due. This interest is payable from the date on which payment of the rent or other payment was due to the date of actual payment, both before and after any Court judgment.

7. THE TENANT'S OBLIGATIONS

7.1. The Tenant shall accept the Studio, the Building Common Parts, and the Building as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the commencement of the Term unless the Tenant informs

the Landlord in writing of any defects in the condition and repair within 48 hours of the commencement of the Term.

7.2. The Tenant shall accept that all the Contents are present in the Studio unless the Tenant informs the Landlord in writing that items are missing from the inventory within 48 hours of the commencement of the Term.

7.3. The Tenant will pay to the Landlord (or to whosoever the Landlord shall direct), an administration fee of £30 for each letter sent to the Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of this Agreement.

7.4. The Tenant will promptly notify the Landlord of any damage to or defect in the Studio and/or the Contents and/or the Building.

7.5. The Tenant will operate the Service Media and electrical appliances in the Studio in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations.

7.6. The Tenant will pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Studio, the Building Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under this Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:

7.6.1. The Tenant caused the damage to the Studio;

7.6.2. All the tenants of the Studio caused the damage to the shared facilities in the Studio Common Parts; and

7.6.3. All the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts

7.7. The Tenant will allow the Landlord and those authorised by the Landlord upon reasonable written notice (except in cases of emergency) to enter the Studio at reasonable times to:

7.7.1. Inspect its condition;

7.7.2. Carry out any necessary repairs or alterations to the Studio and/or Building;

7.7.3. Maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Studio; and

7.7.4. Carry out viewings of the Studio with prospective tenants. In exercising its right of entry to the Studio the Landlord will cause minimum possible inconvenience to the Tenant.

7.8. The Tenant shall reimburse the Landlord for charges for the use of a telephone (if any) in the Studio and rental or other recurring charges during the Term.

7.9. The Tenant will maintain the Studio, in at least as good tenantable repair and decorative order and clean condition as it is in at the commencement of the Term (except for damage by accidental fire and water from the domestic services infrastructure).

7.10. The Tenant will maintain the Contents in at least as good repair and condition as they are in on the commencement of the Term except for fair wear and tear (and the inventory provided to the Tenant on moving in to the Studio shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with clause 7.2.

7.11. The Tenant will not remove any of the Contents from the Studio.

7.12. The Tenant will occupy the Studio personally for residential purposes only and will not occupy the Studio unless he is a full time student of a University in the Cities of Portsmouth or Southampton or a full time student on a recognised course of full time education attending a college within the vicinity of the Building.

7.13. The Tenant will not transfer the tenancy created by this Agreement. The Tenant will not sublet the Studio or part with possession or share occupation of the Studio or any part of it.

7.14. The Tenant will not carry on any profession, trade or business whatsoever in the Studio.

7.15. The Tenant will not use the Studio for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants of the Building or any adjoining premises and in particular, the Tenant will:

7.15.1. Not cause any noise which, if made within the Studio, can be heard outside the Studio.

7.15.2. Not smoke in the Studio, the Building, or the Building Common Parts;

7.15.3. Not to keep in the Studio, the Building or the Building Common Parts or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

7.15.4. Not to keep in the Studio, the Building or the Building Common parts or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind;

7.15.5. Not to harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person; and

7.15.6. Not to keep in the Studio, the Building or the Building Common Parts or use any gas or oil heater or other fuel burning appliance including candles.

7.16. The Tenant will not damage or leave in a dirty or untidy state any parts of the Building.

7.17. The Tenant will not alter, modify, decorate, add to or in any way interfere with the structure of the Studio, the Contents or the Building.

7.18. The Tenant will not fix anything whatsoever to the interior of the Studio in any manner which may damage the structure or decoration of the Studio or place anything outside the windows of the Studio.

7.19. The Tenant will deliver the Studio, the Contents and the key to the Studio to the Landlord at the end of the Term in the same condition as recorded in the inventory and, by no later than the end of the Term, clear the Tenant's own belongings from the Studio. To the extent that the Tenant fails to remove his belongings from the Studio by the end of the Term, the Landlord shall be under no duty of care towards the same and reserves the right to dispose of such belongings as it thinks fit without any liability whatsoever of the Tenant.

7.20. The Tenant will ensure that any refuse is deposited in the receptacles provided for the purpose of the Building.

7.21. The Tenant will not erect any external wireless or television aerial or satellite dish.

7.22. The Tenant will not keep any animal, bird, insect or reptile in the Studio.

7.23. The Tenant will not do anything in the Studio, the Building Common Parts which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.

7.24. The Tenant will not obstruct any means of access within the Building.

7.25. The Tenant will pay all reasonable and proper costs and expenses (including legal costs, unless a Court orders otherwise, and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under this Agreement.

7.26. The Tenant will not tamper with the Landlord's fire prevention and control equipment and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.

7.27. The Tenant will not use the designated fire escapes except for the purposes of emergency escape.

7.28. The Tenant will comply with any rules and regulations of the Landlord which may be notified to the Tenant in writing from time to time and in the event of conflict between the terms of this Agreement terms and conditions and any such regulations, the terms of this Agreement terms and conditions shall prevail.

7.29. The Tenant will report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.

8. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

8.1. that if the Tenant pays the Rent and performs all the obligations of the Tenant under this Agreement, then the Tenant may quietly possess and enjoy the Studio during the Term without any interruption from the Landlord or any person acting on the Landlord's behalf (save as otherwise expressly set out in this Agreement to the contrary);

8.2. To maintain and repair the structure of the Building;

8.3. To maintain, repair, decorate and provide adequate heating and lighting to the Studio the Building Common Parts;

8.4. To maintain all Service Media serving the Studio, the Building Common Parts;

8.5. To provide an adequate supply of hot and cold water to the Studio;

8.6. To provide security facilities for the Building; and

8.7. To maintain the equipment in the Building Common Parts and the Studio.

9. ALTERNATIVE ACCOMMODATION

9.1. 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 PROVIDED THAT:

9.1.1. The Tenant is given reasonable notice; and

9.1.2. The Tenant will occupy the alternative accommodation on the terms of this Agreement.

10. LANDLORD'S DETAILS

The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 Sections 47 and 48 that the name and address of the Landlord is Unilife Limited of 96 Broad Street, Old Portsmouth, Hampshire, PO1 2JE and that the name and address of the receiver of rent is Unilife Limited of 96 Broad Street, Old Portsmouth, Hampshire, PO1 2JE.

11. THE DEPOSIT

11.1 Payment

The Tenant must pay the Deposit to the Landlord to be protected as security towards the discharge of any liability referred to in clause 10.3 SUMS THAT MAY BE RETAINED and subject to this on trust for the Tenant absolutely.

11.2. Tenancy deposit protection scheme

11.2.1. The Deposit shall be held on the terms of a deposit protection scheme established under to the Housing Act 2004 Section 212 ('the Scheme').

11.2.2. The Landlord shall comply promptly with its obligations under the Scheme.

11.3. Sums that may be retained

The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

11.3.1. Any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

11.3.2. Any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this Agreement;

11.3.3. Any sum which the Landlord expends or incurs in remedying damage made by the Tenant to the Studio, the Building Common Parts, the Building or the Contents;

11.3.4. After the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control; and

11.3.5. Any interest due under this Agreement on any of the above sums at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.

11.4. Restoration of the Deposit

If the Deposit or part of it is applied as authorised by clause 10.3 SUMS THAT MAY BE RETAINED and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in the Particulars and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

11.5. Refund of the Deposit

Subject to the provisions of clause 10.4 RESTORATION OF THE DEPOSIT, the Deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme but any interest earned on the Deposit may be retained by the Landlord.

11.6. A check-out administration fee of £150.00 is charged at the end of a tenancy. This can be deducted from the deposit along with any costs for professional cleaning, damages and any outstanding charges

12. AGREEMENTS AND DECLARATIONS

12.1. It is agreed between the Landlord and Tenant that if at any time:

12.1.1. The whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

12.1.2. There has been a serious breach, non-performance or non-observance of the Tenant's obligations; or

12.1.3. Any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10, 15 (inclusive) and 17 the Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Studio as if this Agreement has not been granted. If the Court order is granted this Agreement shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under this Agreement.

12.2. If the Building or any parts of it are destroyed, or are otherwise damaged so as to render the Studio incapable of occupation, then either the Landlord or the Tenant may end this Agreement by giving the other one month's written notice.

13. SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of this Agreement shall not be affected.

13.1 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 laws of England and Wales.

13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).