

Owner's (Landlord) Lease Agreement

Date:	19 th January 2015
Landlord's Name:	Winnall Place Winchester Limited (the Landlord)
Landlord's Address:	Newtown House, 38 Newtown Road, Liphook, Hampshire, GU30 7DX
Landlord's Email	Winchester@martinco.com / srw.davies@gmail.com
Tenant:	The University of Winchester, Sparkford Road, Winchester, SO22 4NR (the University)
Tenant's email	housing@winchester.ac.uk
Premises Let:	Flat 10, Winnall Place, Winnall Close, Winchester, Hampshire, SO23 0LB
Term (means period of lease):	
From:	5 th July 2015 (Term commencement date)
To:	4 th July 2020 (Terminable date)

and this agreement shall determine on the expiry of any notice served by either party pursuant to the terms of this agreement but without prejudice to the rights and remedies of either party in respect of any breach committed by the other.

Annual rent (payable monthly in advance based on the term commencement date:

Years 1-3

If occupied for 52 weeks: £26,250

If occupied for 48 weeks or fewer: £25,200

Years 4 and 5

The rent will be reviewed as per clause 4 of this agreement.

Number of Tenants: 3

Included in the rent:

- All water and sewerage charges
- Broadband internet connection
- Gas charges
- Electricity charges
- Weekly cleaning service
- Weekly change of bed linen and towels

Not included in the rent:

- Council tax
- Car parking charges

- 1) The Landlord agrees to let to the University the premises at the rent and for the period stated above.
- 2) **The University agrees**
 - a) to pay the rent as stated above
 - b) not to use the premises except as a residential dwelling house to be occupied by existing or intending students not exceeding the number stated above (occupiers)
 - c) not to assign this tenancy or sub-let or part with possession of all or any part of the premises except to existing or intending students of the University
 - d) not to allow anyone else to live at the premises except for visitors of the students for not more than three nights in any consecutive seven
 - e) not to cause or permit any waste within the premises
 - f) to return the premises at the end of the term in as good a condition as at the start of the term commencement date, fair wear and tear excepted
 - g) not to cause damage to the premises or its contents
 - h) not to make any additions or alterations to the premises or its contents without the consent of the Landlord
 - i) not to display or allow to be displayed on the premises any advertisements, notices or name plates
 - j) not to remove any contents from the premises without the consent of the landlord.
 - k) not knowingly to do anything which may invalidate or increase the premium payable in respect of any insurance of the premises
 - l) not to cause a nuisance or annoyance to the Landlord or any occupiers of neighbouring or adjoining premises
 - m) not to keep any pet or animal on the premises
 - n) that smoking or the use of e-cigarettes is prohibited in all areas of the property
 - o) not to construct or repair any motor vehicle or motor cycle on, in front of or at the rear of the premises, except with the prior consent of the Landlord
 - p) to allow the Landlord and or the Landlord's properly authorised agent at any reasonable time after a minimum of 48 hours notice access to be granted Monday to Friday 09.00-17.00 (save in case of emergency) for the following purposes:
 - i. to inspect the premises and contents
 - ii. to collect mail
 - iii. to inspect and/or maintain the garden
 - q) to co-operate with the Landlord and public utilities if so requested in order to facilitate payment of all gas, electricity and telephone charges relating to their occupancy of the premises during this agreement
 - r) to require all occupiers to keep the landing, hallway, stairs and other communal passageways clear from obstruction at all times
 - s) to give vacant possession of the premises at the expiry or sooner determination of the term
- 3) **The Landlord agrees**
 - a) to allow the University to gain access to the premises upon reasonable notice prior to the commencement of the tenancy for the purpose of showing the premises to prospective student tenants
 - b) to carry out any works set out in the Schedule of Works attached and to complete all works to the reasonable satisfaction of the University by the agreed date of the commencement of the tenancy:
 - (i) in order for the property to reach the agreed standard of the Winchester Accreditation Scheme.

- (ii) Any other works as agreed between the University and the Landlord
- c) to ensure that the premises are in a clean, hygienic condition at commencement of tenancy
- d) in the event that the works are not completed by the required date
 - (i) the Landlord shall pay to the tenant by way of liquidated damages the sum of £90 per week (or part of a week) per unit of student accommodation (meaning study bedroom) for the period from the required date until the works are completed or termination of the agreement under clause (dii), whichever shall occur first
 - (ii) if the works are not completed within 28 days the University may end the agreement by serving 7 days written notice on the Landlord and at the end of that 7 day period this agreement shall terminate
- e) if the premises or part of the premises becomes unfit for occupation then the rent or a fair proportion of it (dependent on the area unfit for occupation) is to be suspended until the premises are fit for occupation and use. The Landlord will pay to the University an amount equal to all costs, charges and expenses incurred by the University, including any money the University is required to pay to third parties, as a result of the premises being unfit for use
- f) to keep the premises and contents owned by the Landlord insured against fire, storm, material damage and public liability
- g) to pay any rates, water and sewerage charges, taxes and outgoing charged in respect of the premises except that the University may (where rent does not include the same) pay sums charged in respect of utility charges supplied to the premises during the term direct to the appropriate statutory authority, and provided that where the services are metered or charged for together with other property owned by the Landlord the Landlord will pay charges made in respect of services. The University will pay the Landlord a sum equal to the charges made for the services supplied to the premises during the term
- h) to ensure that no key meters (or any other similar type of 'pay as you go' meter) are installed in the property
- i) to supply a broadband internet service to the property and to ensure that any related phone line is not able to make outgoing calls. The account with the broadband provider should be set up to allow the University or its licensees to discuss any technical issues with the company.
- j) that provided the University pays the rent and performs its obligations under this agreement, the University will hold the property without interruption by the Landlord or any persons acting on behalf of the Landlord
- k) to keep the premises, the contents and the roof, main walls and structure and the installations in the premises for sanitation, water supply, water and space heating, food storage and preparation in good repair and decoration and to carry out any repairs to the standard of the Winchester Accreditation Scheme
- l) to keep all gullies, waste pipes and drains free from obstruction
- m) to maintain any garden in a neat and tidy condition
- n) to ensure that the premises and contents comply at all times with every order, regulation, bylaw, licence, statutory and other legal requirement relating to the premises, the contents and/or their use
- o) to provide satisfactory evidence to the University that the premises and contents are compliant with the requirements of (3k) within 7 days of the commencement of the term
- p) the Landlord will pay and indemnify the University against
 - (i) all actions, proceedings, costs, claims and demands brought or made against the University by any tenant, occupier, adjoining owner or any other person whatsoever or any competent authority in relation to the premises, its occupation and or use without limitation
 - (ii) all claims, demands, losses, damages, liability, costs, fees and expenses whatsoever including any internal administrative costs, incurred or sustained by the University by reason or arising in any

way directly or indirectly out of any default by the Landlord in the performance and observance of any of its obligations under this agreement

- q) that the University may disclose to public utilities and Winchester City Council the name and address of the Landlord for the purposes of facilitating payment of outstanding accounts and to immediately inform the University and if required to do so pass to the University copies of any notices, orders, directions and other documents received which relate to the premises and/or its use
- r) to allow the University access to the premises on reasonable notice at the end of the term to carry out any remedial works and or final cleaning of the premises
- s) no rent will be payable by the University to the landlord for any period in respect of which the landlord does not hold one or all of the following statutory certificates: gas safety certificate pursuant to the gas safety (installation and use) regulations 1988 (as amended from time to time), electrical safety certificate or HMO licence (if applicable).
 - (i) to provide the University with all certificates required by the University as detailed in Appendix A no later than 7 days before the term commencement date.
 - (ii) to provide the University with sets of all keys for the premises for each occupier and two sets for the University no later than 14 days before the commencement of the term
 - (iii) until such time as the landlord has complied with 3 r) (i) and (ii) above then no rent will be payable by the University and in addition the landlord shall pay the University the sum of £90 per week or part week per study bedroom comprised in the premises
- t) to inspect the premises and send the University notice of any damage together with receipt and/or proof of payment in respect of any costs or expenses claimed by the Landlord within 14 days of the termination date. If notice is not received within this period it will be assumed no claims will be made

4) **The parties agree that**

- a) if the rent is more than one monthly payment in arrears or if the University breaks any term of this agreement, this tenancy will end and the Landlord may resume possession of the premises
- b) notices under this agreement may be delivered by email, in person or by 1st class post to the landlord or to the Head of Housing and Security of the University of Winchester at their respective address stated above.
- c) if after having been given reasonable notice of any defect or want of repair in the premises the University may carry out those works and recover the costs (together with any administrative costs incurred by the University and any compensation paid by the University to the occupiers) from the Landlord and the University may deduct these amounts from the rent or invoice the landlord for such costs
- d) where works are required as a case of emergency the University will take reasonable steps to contact the Landlord and their nominated contractors. If the Landlord cannot be contacted or the Landlord refuses to or does not carry out necessary repairs immediately the University may carry out the works required and recover the cost of the works together with any administrative costs incurred by the University and any sums paid out by way of compensation to the occupiers from the Landlord and the University may deduct these amounts from the rent or invoice the landlord for such costs.
- e) When requested, the University may need to supply information to HMRC in respect of the payments made to the landlord arising from this agreement.
- f) Rent reviews will take place on 1st July 2018 and 1st July 2019 and the annual rent will be increased at each review date.
- g) The formula by which the revised rent is to be calculated is:

$$R = \frac{C}{P} \times E$$

Where:


- R = the revised Rent;
- C = the Current Index Figure (the figure given in the Index for the April in the year of that review date);
- P = the Previous Index Figure (means the figure given in the Index for the April in the year of the previous Review Date); and
- E = the Existing Rent.

provided that:

- (a) if C/P is at any time less than 1.01, C/P shall be deemed to be 1.01; and
- (b) if C/P is at any time greater than 1.035, C/P shall be deemed to be 1.035.

- h) In respect of each review date, the Landlord shall give the University notice of the revised rent.

Signed by the owner:

Signature:  Date: 1.2.15

Print Name: STEVE DAVIS

Address: THE OLD TOWNHALLS.
BY WORTH, BURNHAM
W. SS 6L28 0HL.

In the presence of:

Signature: 

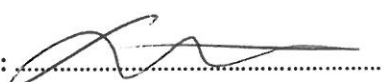
Print Name: JULIAN BAILEY

Signed on behalf of The University of Winchester:

Signature:  Date: 19.02.2015

Print Name: Professor Neil Marriott
Deputy Vice-Chancellor
The University of Winchester

In the present of:

Signature: 

Print Name: JEMMA LEWIS

APPENDIX A

SCHEDULE OF WORKS

The Landlord agrees

- (i) to provide a copy of the Winchester City Student Accreditation Scheme Certificate
- (ii) that the following maintenance issues (stipulated by the University of Winchester) have been addressed:

Maintenance	Yes ✓	Date

- (iii) to provide a current valid gas safety certificate
- (iv) to provide a current electrical wiring safety certificate
- (v) To provide a current HMO licence (if applicable)
- (vi) to provide a copy of the British Gas Property care for Landlord's policy (including appliances)
- (vii) to provide the name and contact details of a nominated maintenance contractor from a registered company with adequate insurance
- (viii) to provide a copy of buildings and contents insurance certificate (with public liability included)
- (ix) to provide one set of keys to the property for each tenant and two sets for the University
- (x) to provide a detailed inventory of all fixtures and fittings
- (xi) that all furniture complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988
- (xii) to provide a current energy performance certificate
- (xiii) to provide details of the broadband provider and account access details for technical issues.


Signed by the Landlord:

Signature: 

Date: 1.2.15

Print Name: 

In the presence of:

Signature: 

Print Name: 

APPENDIX B

SCHEDULE OF PAYMENTS


The University agrees to pay the Landlord the annual amount of rent stipulated in monthly instalments as follows:

Year 1:

		If let for 52 weeks	If let for 48 weeks or fewer
1	By 13 th July 2015	£2187.50	£2100.00
2	By 13 th August 2015	£2187.50	£2100.00
3	By 13 th September 2015	£2187.50	£2100.00
4	By 13 th October 2015	£2187.50	£2100.00
5	By 13 th November 2015	£2187.50	£2100.00
6	By 13 th December 2015	£2187.50	£2100.00
7	By 13 th January 2016	£2187.50	£2100.00
8	By 13 th February 2016	£2187.50	£2100.00
9	By 13 th March 2016	£2187.50	£2100.00
10	By 13 th April 2016	£2187.50	£2100.00
11	By 13 th May 2016	£2187.50	£2100.00
12	By 13 th June 2016	£2187.50	£2100.00

Years 2-5 to follow the same payment pattern as above

Signed by the University:

Signature:  Date: 19.02.2015
 Print Name: Professor Neil Marriott
 Deputy Vice-Chancellor
 The University of Winchester

In the presence of:

Signature: 
 Print Name: Jemma Keys