

VEDI-Apart Hotel Standard Agreement

Summary

- No pets
- No Smoking anywhere on the Premises
- No noise between the hours of 11pm-7am
- Cause no nuisance to other tenants
- No naked flames in rooms
- No use the Property for any illegal, unlawful or immoral purpose
- Maximum 2 guests, overnight stays for guests limited to 1
- No Minors under age 18 for overnight stay on Premises
- Tenants must use sign in book for all guests - mandatory for fire protocols
- No subletting of rooms or unregistered occupation
- Breakages and missing inventory items will be charged in full
- No repairs or alterations to be performed by Tennant
- No hanging items out of the window or balcony
- No fixings to be secured to walls without written permission

PAYMENT

Rent

The Tenant must pay the Rent in advance in cleared funds during the Term whether the Landlord has demanded the Rent or not. The first payment must be made by debit card, bank transfer, banker's draft or building society cheque, and paid to the Agent when this Agreement is signed. All subsequent payments must be made by the date set by Bank Standing Order into the account of the Landlord or as otherwise directed by the Agent

Interest on Late Payments

The Tenant must pay interest at the Interest Rate on any Rent or other sum owed under this Agreement which is not received by the Landlord or the Landlord's Agent within 14 days after the date on which payment was due, such interest to be calculated on a daily basis from the date on which payment was due until the date of actual payment, both before and after any judgment.

Cost of new keys and locks

The Tenant must pay the reasonable costs of replacing any keys that are lost. If keys have been lost by the Tenant then the Tenant must pay the reasonable costs of changing the locks for the Property and replacing any keys.

Compensation for damage to the Property

At the end of the Term, the Tenant must pay reasonable compensation to the Landlord if the Tenant has failed to take reasonable care of the Property. This may include paying for any breakages and any professional cleaning if this is necessary.

Landlord's costs of dealing with breaches of this Agreement

The Tenant must pay in full all expenses and costs, including all legal costs, fines and penalties, incurred by the Landlord or the Agent in dealing with any breach of this Agreement by the Tenant, including but not limited to, advice, the service of notices, and the issue and conduct of any legal proceedings.

Dishonoured payments

The Tenant must ensure that payments they make to the Landlord or Agent are not dishonoured. The Tenant agrees to pay to the Landlord all reasonable costs and/or expenses that the Landlord may incur or suffer as a consequence of any payment made by the Tenant (whether made to the Landlord, or to the Agent) being dishonoured.

WHAT YOU ARE REQUIRED TO DO AS TENANT(S)

Use of the Property

The Tenant must use the Property only as a home for the named Tenants

The Tenant must not sub-let the Property in whole or in part.

The Tenant must not use the Property in any way so as to create a licensable HMO under Part 2, Housing Act 2004

The Tenant must not do anything which causes a breach of any condition attached to any licence granted in respect of the Property under Part 2 or Part 3 of the Housing Act 2004.

Immigration status and right to rent

It is a condition of the Tenancy that, at all times during the Term, all occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014.

The Tenant shall, promptly on request by the Landlord, comply with such checks and provide such documents certifying the Right to Rent of all adult occupiers as are reasonably required by the Landlord.

Where any adult occupier has a time limited Right to Rent the Tenant shall provide to the Landlord proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.

The Tenant shall notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost.

Care of the Property and its Contents

The Tenant must maintain the interior of the Property, the internal decorations, the furniture and effects and any fixtures, fittings and appliances in as good a condition as they were in at the beginning of the tenancy. This condition is set out in the Inventory and handover certificate.

Tenant's Contents insurance

The Tenant is strongly advised to take out through a reputable insurance company sufficient cover for their contents, personal possessions and also third party cover in respect to the Tenant's use of the Property.

Breakages

The Tenant must pay to replace with identical items (or items of a similar kind, quality and value) or pay a fair sum to the Landlord in compensation for any of the Contents which are damaged, destroyed, or lost as a result of any action or omission by the Tenant, fair wear and tear excepted. Prices for all room items made available on request.

Returning the Property and its Contents at the end of the Term

The Tenant must return the Property and the Contents to the Landlord at the end of the Term with full vacant possession, removing all rubbish and the Tenant's possessions. The Property and the Contents must be in the same condition as they were in at the start of the Term, fair wear and tear excepted.

Broken glass

The Tenant must promptly replace any glass broken during the tenancy.

Failed light bulbs

The Tenant must promptly replace any light bulbs or fluorescent tubes that fail with those of a similar quality.

Notice of disrepair

The Tenant must inform the Landlord promptly of any disrepair which the Tenant believes is the responsibility of the Landlord. NOTE: Your Landlord's duty to carry out repairs is set out below. Your Landlord may not be liable for repairs if you do not tell him about repairs which are needed and do not provide him with reasonable access to carry them out.

Comply with the Landlord's repair notice

The Tenant must:

comply within one month with any notice given to the Tenant by the Landlord which sets out breaches of this Agreement and requires the Tenant to put them right. The Tenant may ask the Landlord to extend this period, and the Landlord will not unreasonably refuse an extension

allow the Landlord, the Agent or anyone with written authority from the Landlord or the Agent, with or without workmen, to have access to the Property to carry out any works of repair and decoration specified to the Tenant that have not been carried out before the notice expired. The Landlord or Agent must give at least 24 hours' written notice that they require access and work will only be carried out at reasonable times of the day.

pay within 30 days of demand the Landlord's reasonable costs of doing such works if the Tenant has failed to comply with a notice given by the Landlord

The Landlord must first produce itemised bills for all costs claimed.

The Tenant must:

keep the Property clean

use baths, sinks, taps, and toilets carefully and reasonably and must pay for any reasonable costs resulting from failure to use them in a Tenant-like manner

take adequate precautions to prevent flooding of the Property by washing machines and other appliances or by baths or showers

work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep

shower heads and taps clean, not interfere with or adjust the boiler temperature, and run the taps in order to flush through the plumbing system after any prolonged period of inactivity.

NOTE: It is your Landlord's duty to maintain the installations in the Property in proper working order for the supply of water, gas, electricity and sanitation and for heating and water heating. Your Landlord's obligations are set out in section 11 of this Agreement.

Landlord's rights of entry into the Property

The Tenant must allow the Landlord or the Agent or workmen with written authority from the Landlord or the Agent to enter the Property:

to inspect the condition of the Property and/or to carry out works to the Property which are not the responsibility of the Tenant and/or to ensure the safety of the Landlord's gas service and appliances and/or to carry out the annual gas safety record and electrical tests that are required. Unless it is an emergency, the Landlord must give not less than 24 hours' prior written notice to the Tenant before entering the Property and the Landlord, Agent or contractor will attend at a reasonable time. Even in an emergency, the Landlord will try to give you as much notice as possible.

Security of the Property The Tenant must:

ensure that the Property is properly secured at night and whenever it is unoccupied, secure all windows and doors using all locks provided. NOTE: Failure to do this may invalidate the insurance of both Landlord and Tenant.

reimburse the Landlord in respect of any refusal by the Landlord's insurers to make a payment because the Tenant did not properly secure the Property.

At the end of the tenancy The Tenant must:

replace all furniture and effects in their original locations(as described in any Inventory and Schedule of Condition). NOTE: It is for the benefit of both the Landlord and the Tenant to make the check-out procedure as simple as possible.

give the Landlord vacant possession by 12.00 noon on the last day of the Term.

on vacating the Property, return to the Landlord all keys (both the original keys as well as any additional keys made) relating to the Property.

remove all personal possessions and any rubbish from the Property.

provide any comments on the Check-out Inventory and Schedule of Condition report to the Landlord within seven days of receiving of a copy of that report.

WHAT YOU MUST NOT DO AS THE TENANT

Use of the Property

The Tenant must not:

use the Property for any trade, business or profession other than use as a home business as defined in s43ZA, Landlord and Tenant Act 1954 NOTE: this will not prevent you from bringing work home or making some business telephone calls from the Property.

have more than 2 guests in the property at one time, and have all guests sign in and out of the guest log sheet kept on reception

use the Property for any illegal, unlawful or immoral purpose.

Subletting or Assignment

The Tenant must not assign the tenancy, sublet, part with, or share possession or occupation of the Property or any part of it or take in lodgers or paying guests without the Landlord's written permission.

Carrying out of repairs by the Tenant

Except in an emergency, the Tenant must not arrange for any repairs to be carried out to the Property that are the Landlord's responsibility unless he has previously notified the Landlord of the disrepair and the Landlord has failed to carry out repairs within a reasonable time of his notice. If the Tenant arranges repairs without notifying the Landlord other than in a genuine emergency then the Landlord will not be liable to pay any additional costs incurred by the Tenant over those the Landlord would have incurred to make that same repair himself and the Tenant must pay any reasonable costs incurred by the Landlord in ensuring that the repair is carried out to a proper standard.

Altering the Property

The Tenant must not:

alter or add to the Property in any way

alter or change or install any locks to doors or windows in the Property without the consent of the Landlord, such consent not to be unreasonably withheld. The Tenant must leave any such installed items in place at the end of the Agreement at no cost to the Landlord. The Tenant must hand over all keys cut.

Redecorating

The Tenant must not redecorate any part of the Property.

The Contents

The Tenant must not:

remove any of the furniture and effects from the Property, bring any new items of furniture onto the

Property without the Landlord's prior written consent which will not be unreasonably withheld providing the Tenant's items are of proper quality and suitable for a residential unit.

Not to cause nuisance or annoyance

The Tenant must not do anything or allow anything to be carried out on the Property which could obstruct the lawful business of, cause annoyance, or be a nuisance to the owners or occupiers of neighbouring properties (which may include the Landlord if he retains property nearby such as the common parts of a building), to any employee or agent of the Landlord, or to persons in the locality.

Making a noise

The Tenant must not play any music, sing or make any sound in the Property that annoys or is a nuisance to the occupiers of neighbouring properties. In particular, the Tenant must not play any music, sing or make any sound in the Property that can be heard outside the Property between 11pm and 7am.

Pets

The Tenant must not keep any animals or birds or pets of any type in the Property

Fire hazards

The Tenant must not:

keep anything at the Property which is a fire hazard, other than a reasonable quantity of domestic cleaning and household products stored in appropriate containers

use any paraffin stove or similar appliance

use any naked flame (such as candles)

obstruct or allow to be obstructed any fire exit at the Property. NOTE: This is for the benefit of both the Tenant and the Landlord as this could invalidate the Landlord's and the Tenant's insurance policies.

Leaving the Property empty

The Tenant must not leave the Property unoccupied for more than 21 days at a time without notifying the Landlord or the Agent in advance. NOTE: This is so that due consideration can be given by both Landlord and Tenant to the insurance, security and safety of the Property while the Tenant is away. Long absence by the Tenant could invalidate the Landlord's and the Tenant's insurance policies.

Landlord's Insurance

The Tenant must not do anything which may cause the Landlord's insurance policy that covers the Property to become void or voidable or the premium on any such policy to be increased.

Nothing in this Agreement obliges the Landlord to make a claim on any insurance policy he might hold.

Hanging items out of the window or balcony

The Tenant must not hang any clothes or items out of the windows or from any balcony at the Property.

Fixing items to the walls

The Tenant must not attach any item to the walls of the Property using adhesive tape or other fixture and must not insert any nails, screws or pins into the walls or any woodwork in the Property.

NOTE: This is to avoid damage to the Property. Any damage done to the Property and decorations will be noted on the damage schedule at the end of the tenancy and a claim will be made against the Tenant.

Satellite Dish

The Tenant must not affix or permit to be affixed any satellite television dish or other similar apparatus.

THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

The Tenant has the right to occupy and enjoy the Property during the Term without interruption from the Landlord, his agents or servants, subject to the Landlord's rights under this Agreement.

Paying charges on the Property

The Landlord must pay or reimburse the Tenant against all charges in respect of the Property except those which the Tenant has expressly agreed to pay.

Repair

The Landlord must repair and keep in repair the structure and exterior of the Property. He must also keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space and water heating. The Landlord must further ensure that the Property is reasonably fit for human habitation. The Landlord must also comply with his repair obligations under section 11 of the Landlord and Tenant Act 1985.

Equipment in working order

The Landlord must ensure that all mechanical, electrical and gas equipment is in working order at the beginning of the Term and has been checked.

Landlord's Insurance

The Landlord must insure the Property and the Contents under a general household policy with a reputable insurer; or use reasonable endeavours to ensure that the Superior Landlord insures the Property against loss or damage by fire and all other normal risks. For the avoidance of doubt, this clause does not require the Landlord to insure any possessions belonging to the Tenant and the Tenant is strongly advised to take out his own policy of insurance for any items kept at the Property belonging to the Tenant.

The Tenants acknowledge that they have read and agree with the standard agreement.

Date of this Standard Agreement: ____ / ____ / ____

Studio number: _____

[Tenant Name 1] [Tenant Signature 1]

[Tenant Name 2] [Tenant Signature 2]