



## LEASE AGREEMENT

Date:

Landlord: Anglo American Educational Services, trading as Anglo Educational Services

Of: Monticello House, 45 Russell Square, London, WC1B 4JP

Tenant:

Of:

Property:

Contents: The furniture, furnishings, equipment and other goods in the Property

Lease Period:

Deposit: 4 weeks rent

Rent:

Payment: Two equal instalments 50% prior to occupation, balance half way during stay

Occupier(s):

The Landlord lets the Property and the Contents to the Tenant, for occupation by the Occupier, at the Rent for the Lease Period on the Letting Terms set out in this Lease Agreement as varied or supplemental by any Special Letting Terms.

This Lease Agreement supercedes and replaces any previous existing lease arrangements between the Landlord and the Tenant, which are no longer in force.

The Landlord's name and address set out above are to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

## Standard Lease Terms

In these Letting Terms:-

- (a) provisions relating the Property apply to every part of it and its fixtures fittings and decorations;
- (b) when two or more persons are together the Landlord or the Tenant, they are responsible for their obligations both jointly and severally;
- (c) the Landlord includes the persons from time to time entitled to receive the Rent;
- (d) if the Landlord holds the Property on a lease, the Landlord will procure that (where appropriate) his obligations are fulfilled by the superior landlord; and
- (e) the headings are only for convenience and are not part of the Letting Terms.

### A. Landlord's Obligations

#### A1. Occupation by Tenant

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property, together with the exclusive use of the Contents, during the Lease Period for as long as the Tenant complies with the Tenant's Obligations under this Lease Agreement.

#### A2. Main Repairs

The Landlord will maintain in good condition:-

- (a) the outside of the Property;
- (b) the main structure of the Property; and
- (c) the fixed gas, electrical and heating appliances in the Property,

but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause A4.

#### A3. Landlord's Obligations

The Landlord will:-

- (a) if the Landlord holds the Property on a lease, pay the rents and other sums payable under that lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's obligations under this Lease Agreement;
- (b) pay the Council Tax or similar tax in respect of the Property or its occupants for the Lease Period;
- (c) pay the water charges for the Property; and
- (d) pay all charges for gas and electricity services consumed on or supplied to the Property during the Lease Period, including standing and rental charges as well as charges for units consumed or used, and including a proper part of any sums paid for period starting before or ending after the Lease Period.

#### A4. Insurance

The Landlord will:-

- (a) arrange for the Property and the Contents (but not the Tenant's or the Occupier's possessions) to be insured under comprehensive insurance policies;
- (b) use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable; and
- (c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, any dispute as to the refund to be decided by arbitration,

but (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

### B. Tenant's Obligations

#### B1. Payment of Rent

The Tenant will pay the Rent on the Rent Days without any deduction or set-off, by bank transfer. Account details listed on invoice.

#### B2. Interest on late payment

If the Tenant fails to pay, within 7 days of the due date, any amount of Rent or other sum payable to the Landlord under this Lease Agreement, the Tenant will, on demand, pay to the Landlord interest on that amount at the rate of one percent per year above the base rate of a London clearing bank chosen by the Landlord calculated from the due date until actual payment.

### **B3. Use of the Property and Contents**

The Tenant will, and will ensure that the Occupier will:-

- (a) use the Property and the Contents carefully and properly and will not damage them;
- (b) take proper precautions to prevent the escape of water from the Property; and
- (c) not bring any dangerous substances onto the Property or do anything which may invalidate the insurance of the Property or the Contents or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.

### **B4. Maintain and condition of the Property**

The Tenant will, or will ensure that the Occupier will:-

- (a) keep the inside of the Property in as good condition as at the date of this Lease Agreement;

but if the Tenant complies with clause B5, the Tenant will not be responsible for fair wear and tear caused by normal use.

### **B5. Replace damaged items**

The Tenant will upon demand pay for or replace:

- (a) broken glass;
- (b) any Contents which are damaged, destroyed or lost; and
- (c) any components of gas, electrical, heating or other appliances which become defective due to misuse.

### **B6. Allow entry by the Landlord and Agent**

The Tenant will, and will ensure that the Occupier will, allow the Landlord or the Landlord's Agent and any superior landlord (and where necessary with workmen and others) at all reasonable times during the Lease Period on reasonable prior notice (or without notice in emergency) to enter the Property for the purpose of:-

- (a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property; or
- (b) examining the state and condition of the Property and of the Contents; or
- (c) (in the last month) showing the Property to prospective tenants or purchasers.

### **B7. Notice to repair**

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses B4 to B6 above, the Tenant will carry out the necessary remedial work within one month from being given the notice.

### **B8. No assigning or underletting, etc.**

The Tenant will not:-

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property (although this provision does not prevent Tenant from recouping Rent from any occupiers);
- (b) take in lodgers;
- (c) share occupation of the Property with any person; or
- (d) sell, lend, charge or otherwise dispose of, or part with possession of, any of the Contents.

### **B9. Private residential use only**

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a private residence for the Occupier(s) personally.

### **B10. Proper conduct**

The Tenant will not, and will ensure that the Occupier(s) will not:

- (a) do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises;
- (b) hang on the outside of the Property any flowerbox flowerpot or similar object or any clothes or other articles;
- (c) block, or put noxious or damaging substances into, the sinks baths lavatories cisterns or waste or soil pipes in the Property or allow them to overflow;
- (d) leave the entrance doors of the Property open;

- (e) play any audio equipment or musical instrument or otherwise make any sound in the Property so as to be heard outside the Property;
- (f) use in the Property any electrical device which is not fitted with an effective suppressor;
- (g) use any television in the Property without holding a television licence;
- (h) change any of the locks of the Property or have any duplicate keys made; or
- (i) keep any dog, cat, bird or other animal or reptile in the Property.

#### **B11. No alterations**

The Tenant will not and will ensure that the Occupier(s) will not:-

- (a) alter or add to the Property internally or externally;
- (b) decorate the exterior of the Property;
- (c) change the décor of the interior of the Property;
- (d) erect any external aerial or satellite dish at the Property.

#### **B12. Pass on notices**

Within seven days of receipt, the Tenant will give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant or the Occupier(s) from any superior landlord, government department, local or public authority or other party.

#### **B13. Obligations at end of Lease Period**

The Tenant will upon demand pay to have all carpets curtains linen blankets counterpanes and upholstery in the Property professionally cleaned subject to fair wear and tear.

At the end of the Lease Period (however it ends) the Tenant will:

- (a) hand to the Landlord or the Landlord's Agent all keys to the Property;
- (b) give the Landlord vacant possession of the Property;
- (c) leave all the Contents in the Property in the same rooms and positions as at the start of the Lease;
- (d) ensure that the Property and the Contents are completely clean and tidy and are in the condition required by these Lease Terms; and
- (e) attend an inspection of the Contents to be carried out by the Landlord's representative.

### **C. Termination**

#### **C1. Landlord's right to termination**

The Landlord is entitled to terminate this Lease Agreement by entering the Property if:-

- (a) any instalment of the Rent is not received in full within twenty eight days of the due date (whether or not the Landlord formally demands it); or
- (b) the Tenant fails to comply with any of the Tenant's obligations under this Lease Agreement; or
- (c) the Tenant enters into liquidation or administration or has an administrative receiver or receiver appointed over any of its assets; or
- (d) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied.

#### **C2. Effect of Termination**

Termination of this Lease Agreement under clause C1 ends the Tenancy period but does not release the Tenant from any outstanding obligations

#### **SPECIAL LETTING TERMS**

Once a week cleaning to be provided by Landlords - Once a week linen change to be provided by Landlords  
 Maintenance services to be provided by Landlords - Prices quoted are inclusive of all rates and taxes  
 Prices exclusive of telephone charges and broadband charges. Internet charged at £25.00 per person per month, and is unlimited. Wireless internet is available for General Browsing, Email, Research and uploading Photo's. Video Skype, Video MSN etc. are not encouraged as they can use a large amount of bandwidth which will use up a student's bandwidth allowance quickly but are permitted.

**SIGNED as a Deed by the Landlord and delivered:** \_\_\_\_\_  
Landlord

in the presence of: \_\_\_\_\_  
Witness

Witness's address: \_\_\_\_\_

Witness's occupation: \_\_\_\_\_

**SIGNED as a Deed by the Tenant and delivered:** \_\_\_\_\_  
Tenant

in the presence of: \_\_\_\_\_  
Witness

Witness's address: \_\_\_\_\_

Witness's occupation: \_\_\_\_\_

**SIGNED as a Deed by the Tenant and delivered:** \_\_\_\_\_  
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Witness's address: \_\_\_\_\_

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Witness's address: \_\_\_\_\_

Witness's occupation: \_\_\_\_\_