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Dated 11 November 2014

(1) University College London Hospitals Charities

(2) Mr George Freeman

ASSURED SHORTHOLD TENANCY AGREEMENT
relating to

WC1E

withers ^{LLP}

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London
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THIS AGREEMENT is dated 11 November 2014

PARTIES

(1) **University College London Hospitals Charities** of 5th floor 250 Euston Road, London NW1 2PG (the '**Landlord**');

(2) Mr George Freeman of [redacted]
[redacted] (the '**Tenant**')

AGREED TERMS

1. **Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement

'Agent' person or company responsible for letting or managing the property

'Contents' the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition

'Deposit' £3900.00

'First Rent Payment Date' 18th October 2014

'HA 1988' Housing Act 1988

'HA 2004' Housing Act 2004

'Insured Risks' means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks

'Inventory and Schedule of Condition' the list of Contents and description of the condition of the Property attached to this Agreement and signed by the parties

'LTA 1985'	Landlord and Tenant Act 1985
'Property'	<input type="text"/> WC1E <input type="text"/>
'Rent'	£2816.66 per month and then as revised pursuant to clause 4.3
'Rent Payment Dates'	£2816.66 (two thousand eight hundred and sixteen pounds and sixty six pence) on or before 18th October 2014 and thereafter monthly on the 18th of each month.
'TDS'	tenancy deposit scheme, as defined in section 212(2) of the HA 2004
'Term'	a fixed term of 12 Months from 18 th October 2014.
'Working Day'	A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this Agreement
- 1.8 A reference to **writing** or **written** includes faxes and e-mail
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord

- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done
- 1.12 References to clauses are to the clauses of this Agreement
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part

2. **Grant of the Tenancy**

- 2.1 The Landlord lets the Property to the Tenant for the Term
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988

3. **Contents**

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held

4. **Rent**

- 4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates by direct debit to bank sort code , account number in the name of Preside re UCLH Charity Rent A/C
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date
- 4.3 The Landlord may increase the Rent by giving the Tenant notice in writing of the increase. The notice shall specify the Rent proposed. The Rent shall not be increased more than once a year and no increase shall take effect less than a year after the date the last increase took effect, except that the first variation of rent will take effect from 18

October next. The revised Rent shall be the amount specified in the notice of increase unless the Tenant exercises his/her rights to refer the notice to a Rent Assessment Committee to have the market rent determined in which case the maximum rent payable for one year after the date specified in the notice shall be the rent so determined.

- 4.4 The Tenant shall pay interest at the rate of 4% per annum above Barclays Bank Plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid
- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property
- 4.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use

5. **Deposit**

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant
- 5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - 5.2.1 make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents
 - 5.2.2 replace any of the Contents which may be missing from the Property;
 - 5.2.3 pay any Rent which remains unpaid; and
 - 5.2.4 pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 11.1
- 5.3 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing

6. TDS Arrangements

- 6.1 The Deposit is held by the Agent
- 6.2 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*)
- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS
- 6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Agent
- 6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5

7. Use of Property

- 7.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business
- 7.3 The Tenant shall not keep any pets or any other animals on or in the Property
- 7.4 The Tenant shall not do anything to or on the Property that:
 - 7.4.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them
 - 7.4.2 involves using the Property for immoral or illegal purposes; or
 - 7.4.3 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 14.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements
- 7.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord
- 7.6 The Tenant shall replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense

- 7.7 The Tenant shall take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors
- 7.8 The Tenant shall notify the Landlord or the Agent promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event
- 7.9 The Tenant shall carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant
- 7.10 The Tenant shall promptly report to the Landlord or to the Agent any repairs that may be necessary to the Property and for which the Landlord is responsible
- 7.11 The Tenant shall formally notify the Landlord or the Agent if the Property is to be unoccupied for any period in excess of two weeks
- 7.12 The Tenant shall comply with any conditions set out in the Landlord's insurance policy for empty premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under this Agreement.

8. **Security**

The Tenant shall:

- 8.1 Not leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property.
- 8.2 Not alter, change or install additional locks or bolts on any doors and windows in and about the Property.
- 8.3 Not have any additional keys made for existing locks except in an emergency without the consent of the Landlord or the Agent, such consent not to be unreasonably withheld or delayed.

- 8.4 Provide and send to the Landlord or the Agent a list stating the number of sets of keys in existence which will be retained with this Agreement.
- 8.5 Hand back all additional keys together with all original keys and any security devices to the Property at the end or earlier ending of the Tenancy.
- 8.6 Notify the Landlord or the Agent immediately, if any keys or other security devices belonging to the Property are lost and to pay to the Landlord the reasonable costs in replacing the locks or other security devices involved promptly upon receiving a written request for payment.
- 8.7 Set the burglar alarm at the Property (if any) when the Property is vacant and at night.
- 8.8 Notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 8.9 Pay for any call out charge for the burglar alarm if the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

9. **Refuse**

- 9.1 The Tenant shall remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- 9.2 The Tenant shall place all refuse in a plastic bin liner, put it in the dustbin or receptacle made available and dispose of it through the services provided by the local authority.

10. **Assignment or Subletting**

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property

11. **Repairs and Alterations**

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear)
- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean
- 11.3 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, his family or visitors cause the breakage

- 11.4 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 14.5
- 11.5 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld)

12. Utilities and Outgoings

- 12.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property
- 12.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities
- 12.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services
- 12.4 The Tenant shall pay for a television licence for the Property if a licence is required
- 12.5 The Tenant shall pay the Council tax for the Property
- 12.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs

13. Administration and Other Costs

The Tenant shall pay the following:

- 13.1 The cost of a check out of the Inventory and Schedule of Condition at the end or earlier termination of the Tenancy. This cost will be deducted from the Deposit.
- 13.2 The additional cost incurred by the Landlord, the Agent or the inventory clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed initial appointment. This cost will be deducted from the Deposit.
- 13.3 Any costs or bank charges incurred by the Landlord or the Agent if any cheque is dishonoured or any standing order recalled.
- 13.4 Any administration costs incurred by the Agent in sending letters to the Tenant concerning the late payment of Rent.

- 13.5 The reasonable costs of any damage caused by the negligence or misuse of the Property by the Tenant, the Tenant's family or the Tenant's visitors.
- 13.6 Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause.

14. **Landlord's Covenants**

- 14.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property
- 14.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer
- 14.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant
- 14.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord
- 14.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
 - 14.5.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows)
 - 14.5.2 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, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 14.5.3 keep in repair and proper working order the installations in the Property for space heating and heating water
- 14.6 The Landlord shall not be required to:
 - 14.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - 14.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property

- 17.10 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end
- 17.11 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds

18. Notices

- 18.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
 - 18.1.1 sent by first class post to the Landlord's address given in clause 18.4
 - 18.1.2 left at the Landlord's address given in clause 18.4; or
 - 18.1.3 sent to Preside's e-mail address stated in clause 19.5
- 18.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
 - 18.2.1 sent by first class post to the Property
 - 18.2.2 left at the Property; or
 - 18.2.3 sent to the Tenant's fax number or e-mail address stated in the Parties clause
- 18.3 If a notice is given in accordance with clause 18.1 or clause 18.2 it shall be deemed to have been received:
 - 18.3.1 if delivered by hand, at the time the notice is left at the proper address
 - 18.3.2 if sent by first-class post, on the second Working Day after posting; or
 - 18.3.3 if sent by fax, at 9.00 am on the next Working Day after transmission
- 18.4 The Landlord's address for service is c/o
Email:

19. **Charity Trustees' liability**

The charity trustees will only be liable under this Tenancy as the trustees of the University College London Hospitals Charities to the extent that they are entitled (or but for this clause would be entitled) and are actually able (or but for this clause would be able) to be indemnified from the assets of the charity from time to time

20. **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

21. **Tenant Fixed Date Break Clause**

21.1 In this clause, the following definitions apply:

Break Date: 18th April 2015

Break Notice: Written notice to terminate this Tenancy on the Break Date specifying the Break Date.

21.2 Exercise of break

The Tenant may terminate this Tenancy by serving a Break Notice on the other party at least 2 months before the Break Date.

21.3 Conditions

A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (a) the Tenant has not paid any part of the Rent which was due to have been paid;
- (b) vacant possession of the whole of the Property is not given; or
- (c) there is a subsisting material breach of any of the tenant covenants of this Tenancy relating to the state of repair and condition of the Property.

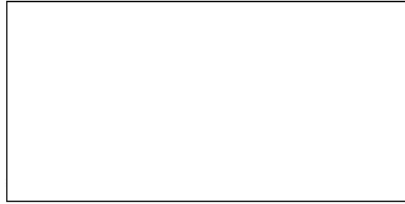
21.4 Termination

21.4.1 Subject to clause 21.3, following service of a Break Notice this Tenancy shall terminate on the Break Date.

21.4.2 Termination of this Tenancy on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Tenancy.

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of **University
College London Hospitals Charities**



Signed by Mr George Freeman

