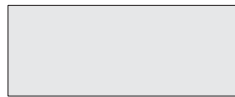




ASSURED SHORTHOLD TENANCY
AGREEMENT FOR LETTING OF ROOM NUMBER



at

BAY VIEW BREEZE EAST
OVERCLIFF DRIVE
BOURNEMOUTH DORSET
BH1 3AH

BETWEEN
EAST CLIFF PROJECT LLP

AND



DEFINITIONS

In these terms and conditions the following expressions shall mean:

- "Booking" The Agent to rent the Room on the terms of this Agreement
- "Company" East Cliff Project LLP (Company No OC361145) whose registered office is at Midland House, 2 Poole Road Bournemouth BH2 5QY t/a The Bay View Breeze Hotel or any employee or authorized representative of the Company
- "Client" is the individual(s) named on the booking form
- "Guest" Any person or persons invited by the Client to the Premises
- "Premises" the Bay View Hotel, also known as Bayview Breeze
- "Room" Shall be room number [] at the Premises
- "Deposit" The sum of £ [250] to be protected by MyDeposits: <https://www.mydeposits.co.uk/tenants/>
- "Contract" is the agreement between the Company and the Client in relation to the booking, incorporating the Terms and Conditions as specified below and any amendments agreed in writing and signed by both parties.
- "Conditions" means these general Terms & Conditions plus any special conditions contained in the booking.
- "Invitee" any person invited by the Client or Guest to the Premises

1. APPLICATION OF TERMS

- 1.1. These terms apply to this Agreement to the exclusion of all other terms and conditions except to the extent that may be agreed in writing and signed by an Authorised Representative of the Company and the Client.
- 1.2. Confirmation of a booking by the Company to the Client is deemed acceptance of these terms by both parties.
- 1.3. The term Client and Guest and invitee shall be used interchangeably in the Terms of Business and reference to any one of them shall be deemed to include reference to the other.
- 1.4. All published rates include VAT where applicable at the current rate.

- 2.5. If accommodation fees are not paid on the due date the company reserves the right to block the room lock until the overdue payment is settled in full.
- 2.6. Your room will be available for you to move in from:
1pm on the [] 2017,
at which time you will be able to collect the key from reception.
- 2.7. Your occupancy finishes on 12am on 1st September 2018 and following a successful room inspection and the return of the keys your Deposit will be returned to you where possible within 10 working days. Any necessary repairs will be notified to you in writing and deducted in accordance with 12.11.

2. BOOKINGS AND PAYMENT

- 2.1. The signing of the contract and payment per 2.2 secures the room for the Client and ends on the 23rd day of June 2018*.
- 2.2. When you sign the agreement you secure the room with the payment of the Deposit.
- 2.3. This Deposit will be recorded on an individual client basis in the Company's accounting system with a formal signature logging the payment of the deposit to the Company and for when the Deposit is returned.
- 2.4. The Deposit shall not be repayable by the Company to any person other than the Client. Should the Client not fulfil the start date of this agreement the deposit will not be refundable. Should the client breach this agreement by departing before the agreed end date the deposit will not be refundable.

- 2.6 The total cost of your accommodation for the [] weeks is £ []
These sums are calculated at:
£ [] per week
and are inclusive of any VAT that may be payable.
- 2.7 Payments are due on the following dates
£ [] on or before 9th September 2017
£ [] on 9th October 2017
£ [] on 8th January 2018
£ [] on 30th April 2018

*Subject to meeting the terms of the agreement

3. CANCELLATION CHARGES

- 3.1. This Agreement becomes binding for the length of term agreed on receipt of a signed copy of this Agreement, the booking form and the payment of the Deposit.
- 3.2. Should the client breach this agreement and depart the residence prior to the end date all fees will be due and no refunds will be made.
- 3.3. Client release – should the client request to leave the property due to unforeseen and exceptional circumstances earlier than the end date the client must inform the company in writing and request that the room is re-marketed to suitable applicants. If permitted by the company that the client may leave, the client will be responsible for all fees due until the start date of a new occupant. A penalty charge will also be due of the equivalent of four weeks accommodation fees.

4. TERMINATION BY THE COMPANY

- 4.1. In this clause, the following definitions apply:
- 4.2. Termination Notice: Written notice to terminate this Agreement.
- 4.3. In the unlikely event that the Company cancels the booking prior to the date of occupation by the Client the Client will be refunded any payments already made for any unused period of accommodation plus any Deposit due to be refunded but the Company shall not have any other liability.
- 4.4. Subsequent to occupation by the Client the Company may terminate this Agreement at any time. The Termination Notice will be served on the Client at least two months before the proposed date of Termination.
- 4.5. The Termination Notice shall be in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail.
- 4.6. The Termination Notice shall state the date upon which the Agreement is to determine (“the Termination Date”).
- 4.7. The Termination Notice shall be signed by or on behalf of the Company.
- 4.8. The Termination Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery to the Client at the Premises.
- 4.9. In proving service of the Termination Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Termination Notice was correctly addressed and posted by pre-paid first class post or recorded delivery as the case may be.
- 4.10. A Termination Notice delivered or sent by the Company in accordance with clause 4.7 shall be deemed to have been served on the Client:
 - 4.10.1. if delivered by hand, on the day of delivery,
 - 4.10.2. if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

- 4.11. The Termination Notice shall be delivered or sent by the Company so that it shall be deemed to have been served on the Client as provided by clause 4.9 not less than two months before the Termination Date (and for the avoidance of doubt, the day of deemed service shall not be taken into account in calculating the period of two months).
- 4.12. Neither section 196 of the Law of Property Act 1925 nor section 1139 of the Companies Act 2006 shall apply to a Termination Notice, but those sections and clause shall apply to any other notice served pursuant to this clause.
- 4.13. Time shall be of the essence in respect of all time periods and limits in this clause.
- 4.14. Following service of a Termination Notice, this Agreement shall terminate on the Termination Date.
- 4.15. Termination of this Agreement pursuant to this clause shall be without prejudice to any right or remedy of the Company in respect of any antecedent breach of the Client covenants of this Agreement.
- 4.16. The Company reserves the right to cancel this Agreement if:
 - 4.16.1. Any part of the property is closed or unavailable due to circumstances beyond the Companies control.
 - 4.16.2. There is a force majeure event which prevents the Company from carrying on its business.
 - 4.16.3. The Client, or the Company, become insolvent or becomes subject to a bankruptcy or winding up petition.
 - 4.16.4. In the view of the Company it is deemed that the Client, or any person or persons associated with the Client might damage the reputation of the Company or become a nuisance or annoyance to any other Client of the Company
 - 4.16.5. Any Payment or Deposit has not been received by the Company from the Client by the due date.

5. THE CLIENT ACKNOWLEDGES THAT:

- 5.1. the Client shall use the Property as a licensee and that no relationship of landlord and tenant is created between the Company and the Client by this Agreement;
- 5.2. the Company retains control, possession and management of the Property and the Client has no right to exclude the Company from the Property;
- 5.3. the licence to occupy granted by this Agreement is personal to the Client and is not assignable and the rights given may only be exercised by the Client and its Guests and Invitees.
- 5.4. the deposit is held by the Company and will be returned to the client at the end of the tenancy, less a deduction for any costs unpaid by the Client to the Company.
- 5.5. Under this agreement, the deposit is held by the Landlord

in accordance with the relevant tenancy deposit scheme legislation, and in accordance with the regulations under the 2004 Housing Act. Within 30 days of receiving the deposit, the Landlord will protect the deposit using a service provided by MyDeposits and will serve the Client the required information. The deposit will be protected for the full length of this Agreement.

6. CLIENTS' USE OF THE PREMISES

- 6.1. The Client, its representatives or any Guest or invitee of the Client visiting the Premises must:
- 6.2. Comply with all law of the United Kingdom and any and all statutory requirements at all times comply with all licensing, health and safety and other regulations relating to the property, including allowing any electrical testing of personal equipment as may be requested by Fire or Insurance authorities.
- 6.3. Not carry out any electrical or other works to the structure or services serving the Property including amplification and lighting.
- 6.4. Not bring any dangerous or hazardous items to the Property and immediately remove any such items promptly when requested to do so by a representative of the Company any other Client or Guest any other authorised person. (This includes any using of appliance for the use of cooking or warming up food, i.e. microwaves, grills, toasters, washing machines, sandwich makers etc.)
- 6.5. Not use or permit the use of naked flames likely to cause a fire hazard such as candles, camping stoves or other combustible heating cooking equipment.
- 6.6. Not act in any improper or disorderly manner and comply with the property's reasonable regulations and instructions, including abiding by any dress code requirements, search policies and entry procedures.
- 6.7. Not to allow any TV or musical instrument or other audio equipment to be played at such a volume so as to be audible outside the Room between the hours of 11pm and 7am
- 6.8. Not carry on any profession, trade or business at the premises.
- 6.9. All Guests or Invitees to the premises (whether staying overnight or temporarily) must sign the visitors register in reception and will agree to abide by the Code of Conduct. It is the Client's responsibility that each Guest or Invitee abides by the Code of Conduct.
- 6.10. Not keep or allow anyone else to keep a pet of any kind.
- 6.11. Not to smoke or permit any Guest or invitee to smoke, except in the designated external smoking area. Please note – smoking will activate the smoke alarms throughout the premises and will set off the fire alarm. The Owner reserves the right to charge the Client, either immediately or by deduction from the deposit, for any damage caused by smoking including, but not limited to, replacement and cleaning of fixtures and fittings, carpets and curtains, as well as an administration charge of £100 to cover costs in recording the matter if the smoking sets off the fire alarm.
- 6.12. Not to park any vehicles on the premises, other than cycles in the designated areas unless specifically given permission to do so by the company

7. ETIQUETTE AND CONTROLS

- 7.1. The Company reserves the right to judge acceptable levels of noise or behaviour of Clients, Guests or Invitees, who must take all steps for corrective action as requested by the Company or its authorized representatives.
- 7.2. In the event of the Client or any of his guests failure to comply with Company requests, the Company may terminate the booking and / or ask the Client to vacate the premises immediately in such circumstances the Company shall not be liable to refund the Deposit or payments received pursuant to Clauses 2.2 or 2.6 or pay compensation for termination of this Agreement.
- 7.3. Code of Conduct is set out below. In signing these terms and conditions the Client confirms their understanding and acceptance of this policy.

8. RIGHT OF REFUSAL

- 8.1. The Company reserves the right to refuse a Client, Guest or Invitees of the Client entry to the Premises if, on arrival, The Company or any representative of the Company considers that the Client the Guest or the invitee of the Client is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

9. DISCRIMINATION

- 9.1. It is the policy of the Company not to discriminate on the grounds of race, colour, nationality, religion, sex, marital status, age, ethnic origin or disability.
- 9.2. Clients their guests and invitees and are expected to adhere to this policy and the Company may, without incurring any liability to the Client, remove from the Premises any person or persons offending against this policy.

10. DUAL OCCUPANCY

- 10.1. Where two Clients are sharing a room each must sign all documentation and both are jointly and severally responsible.

11. STATUTORY REQUIREMENTS

- 11.1. The premises are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their Guests.

12. LIABILITY

- 12.1. Subject to clause 8, the Company is not liable for:
- 12.1.1. the death of, or injury to the Client, its Guests or Invitees to the Property; or
 - 12.1.2. damage to any property of the Client or that of the Client's Guests or Invitees to the Property; or
 - 12.1.3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Client or the Client's Guests or Invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 12.2. Nothing in clause 8.1 shall limit or exclude the Company's liability for:
- 12.2.1. death or personal injury or damage to property caused by negligence on the part of the Company or its employees or agents; or
 - 12.2.2. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 12.3. The Company will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control including any action of the Client his Guests or Invitees.
- 12.4. The Company does not accept any responsibility for the Client's or any Guest or Invitee of the Clients personal property nor those of its Guests or invitees (cumulatively referred to as the "Client's Property"). The Company will not assume custody or control of such articles, which remain on the Premises at the owner's risk. The Client acknowledges and accepts that the Client shall remain responsible for the Client's Property and shall not hold the Company liable in any manner whatsoever.
- 12.5. The Client is responsible for any damage caused to the Room, its furnishings, utensils, fixtures and fittings and equipment in such Room by any act, omission, default or neglect of the Client or their Guests or invitees, and shall pay to the Company on demand the amount required to make good or remedy any such damage. The Client hereby authorizes the Company to deduct any such monies from the Deposit held by the Company.
- 12.6. Not to remove any of the Fixtures, Furniture or Effects from the Room or Premises and to leave the Furniture and Effects at the end of the stay where they were at the beginning.
- 12.7. The Client must ensure that he and his Guests and Invitees valuables are covered by the Client's own insurance policy against any loss or damage howsoever caused. The Company's liability is limited to the terms of the Premises Proprietors Act 1956, a copy of which is available at Reception in the Premises.
- 12.8. Clients must report any loss of or damage to their property immediately on discovery to the Company's representative, and shall make themselves available to assist with any reports made by the Company to the police.

- 12.9. Clients the Guests and invitees must not enter areas of the Premises which are indicated as being closed to the public. The Company shall not be responsible for death, personal injury or loss or damage to the property suffered by a Client their Guests or Invitees in such areas.
- 12.10. The Company will be liable to the Client and / or persons visiting the premises for injury to persons or loss / damage to property only where damage is caused by negligence on the Company's behalf but otherwise will be under no liability whatsoever.
- 12.11. The Client will be liable for any loss or damage to Company property including walls, light fittings and equipment or injury to any person including premises staff and shall indemnify the Company against any loss or liability.
- 12.12. In the event of "Force Majeure" meaning any circumstance beyond the control of the property including, but not limited to, acts of God, fire, explosions, adverse weather conditions, flood, earthquake, local terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, lack of power and materials shortages nothing shall excuse the client from any payment obligations under the Contract.

13. THIRD PARTY LIABILITY

- 13.1. The Company does not accept any liability for services rendered by third parties to Clients notwithstanding that such service may be arranged by the Company.
- 13.2. Any claim, demand, charge, suit or damages which may be incurred by the Client their Guests or Invitees shall be made directly with such third parties and the Company shall render all reasonable assistance in this regard.

14. ASSIGNMENT

- 14.1. This agreement cannot be assigned without prior written consent of both parties.

15. DATA PROTECTION

- 15.1. The information provided by the Client may be processed by the Company for the purposes it has notified to the Information Commissioner. By confirming the booking, the Client consents to this processing of the information.

16. INTERNET USAGE POLICY

- 16.1. Use of the internet by Clients their Guests and Invitees is permitted only where they:
 - 16.1.1. Comply with current legislation.
 - 16.1.2. Use the internet in an acceptable way.
 - 16.1.3. Do not create any risk to the Company or its Agents or Employees by their misuse of the internet.
 - 16.1.4. Do not infringe or breach any laws relating to pornography terrorism fraud civil unrest copyright or breach the Company's policy or equality and diversity.
- 16.2. The following is deemed unacceptable use or behaviour by clients:
 - 16.2.1. Visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material.
 - 16.2.2. Using the computer to perpetrate any form of fraud, or software, film or music piracy.
 - 16.2.3. Using the internet to send offensive or harassing material to other users.
 - 16.2.4. Downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such licence.
 - 16.2.5. Hacking into unauthorised areas.
 - 16.2.6. Publishing defamatory and / or knowingly false material about the Company, your colleagues and / or our customers on social networking sites, 'blogs' (online journals), 'wikis' and any online publishing format.
 - 16.2.7. Introducing any hacking software into the corporate network.
- 16.3. The Company accepts that the use of the internet is a valuable tool. However, misuse of this facility can have a negative impact upon the reputation of the Company.
- 16.4. In addition, all of the Company's internet-related resources are provided for reasonable Client use. Therefore, the Company maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.
- 16.5. If the Client his Guests or Invitees are found to have breached the policy, they will be in breach of the Agreement which may result in the booking being cancelled. The actual penalty applied will depend on factors such as the seriousness of the breach and the Client's previous record.
- 16.6. In signing these terms and conditions Client has been granted the right to access the Company's internet access and confirm their understanding and acceptance of this policy.

17. VARIATION TO TERMS & CONDITIONS

- 17.1. No variation to these terms will be accepted unless agreed in writing between both parties.
- 17.2. Any variation to these term and conditions will only be valid if signed by a duly authorised representative of the Company and the Client.

18. GOVERNING LAW AND JURISDICTION

- 18.1. 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 law of England and Wales.
- 18.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this license or its subject matter or formation (including non-contractual disputes or claims).

SIGNED ON BEHALF OF THE COMPANY

SIGNED BY THE CLIENT

DATE

CODE OF CONDUCT

LEARNING TO LIVE TOGETHER

Learning to live together, being considerate of others and a good deal of tolerance and understanding is often required to achieve a harmonious atmosphere.

Compromises may have to be made by all as each individual learns to cope with various life-styles of housemates.

RESOLVING IN-HOUSE PROBLEMS

Residents who find that they cannot resolve “in-house” problems are encouraged to seek guidance or advice from a Bayview Breeze Representative or Manager.

It is advisable to seek guidance before minor irritations become major issues.

NOISE LEVELS

Residents are asked to be considerate of others who live nearby and noise levels must be reduced after 11pm as it states in the contract.

Loud music can be extremely disturbing and annoying and lack of sleep can affect academic performance especially at exam time.

MUSICAL INSTRUMENTS

Amplified musical instruments and drum kits are not allowed in the Residence.

CONSIDERATION FOR OTHER RESIDENTS, NEIGHBOURS AND THE PUBLIC

When returning late at night residents should observe quiet both outside and inside the Residence.

When approaching the residence, especially at night, consider the general public.

Residents are ambassadors for the Quantum Group and bringing the Company into disrepute by unruly behaviour, noise, theft or vandalism is a serious offence, punishable by exclusion from the residence. The police and next of kin will be informed.

Communal areas must be vacated after 12am Sunday – Thursday and 2am Friday & Saturday. This is to limit the disruption to other residents and to the neighbouring hotels.

RESPONSIBILITY OF GUESTS

Residents are responsible at all times for the behaviour of their guests or anyone admitted to the residence at any time.

PERSISTENT OFFENDERS

Residents who persistently cause nuisance to other residents or neighbours will be subject to disciplinary action.

This may result in exclusion from the Residence.

COMMUNAL AREAS

Residents are expected to clean all areas of the residence after themselves, remove rubbish daily to the bin areas. The Company reserves the right to impose charges upon Clients when standards fall well below acceptable limits.

Monitors will be regularly checking the residence and if not kept up to a suitable standard housekeeping will be instructed and residents may be invoiced for the cost for the extra hours involved.

Any charges made for communal areas may be split between all residents irrespective of who may be at fault.

As already mentioned communal areas must be vacated after 12am Sunday – Thursday and 2am Friday & Saturday. If anyone is in the communal area out with these times the night porter or any other member of staff will ask you to return to your room.

BEDROOM

Bedrooms will be inspected on a monthly basis. You have paid a £ security deposit against all damages, so your bedrooms as well as communal areas must be respected.

For the avoidance of doubt, no housekeeping, cleaning of bedrooms or provision of linen services will be provided by the Company.

As noted previously, noise levels must be reduced after 11pm each evening, gatherings in rooms for parties are not permitted and loud noise after this time will be investigated and reported by night porters to the management.

OUTSIDE AREAS

Residents must not leave rubbish or any items considered unsightly outside the residence and the area must be kept tidy. Rubbish must be deposited in the bins provided. Recycling must be separated. It must not be left outside the bins but placed inside them. Rubbish left outside bins is unhealthy and attracts vermin. Under no circumstances can Residents hang any form of Clothing, towels or additional items out of the window. We are bound by council regulations and this is strictly prohibited.

OVERNIGHT GUESTS

Residents may have an occasional overnight guest to stay. Any one guest should not stay in the residence for more than five nights in any one month and no more than 3 consecutive nights. As per the Contracted Agreement residents must not sublet or allow anyone else to use their room. All overnight guests must be signed in and out on reception for the specific reason of Fire and Safety regulations.

Not more than two overnight guests per resident may stay in the residence.

Security and authorised staff may insist on any unauthorised guests leaving the building and residents are reminded that guests are their responsibility whilst in the residence.

SAFEKEEPING OF KEYS

Residents are responsible for keeping their own keys safe and should never leave keys in locks or lend them to anyone. Loss of keys must be reported to the Cottonwood Reception immediately. Replacement key cards and replacement fobs issued will be charged at £10.

SECURITY

For your own security, students should not leave doors on the latch and are advised to keep the front door and back door locked at all times. The entrance security code will be changed on a regular basis.

For safety reasons students should be aware of the need to keep the Residences secure at all times and to report immediately anything of a suspicious or potentially dangerous nature.

FIREARMS

Residents are forbidden to keep firearms (including imitation fire arms, toys, props, air-guns and "BB" guns) or any dangerous weapons in the Residence.

DRUGS AND DANGEROUS SUBSTANCES

The misuse of drugs or any dangerous substances will be subject to severe sanctions, including immediate exclusion from the Residence.

SMOKING

Smoking is not permitted inside the Hotel; this includes hanging out the window of your room or on the roof.

FIRE EXITS & ROOF

As previously instructed when Fire Alarm sounds it will be silenced. If there is a fire or reason to vacate the residence it will resound. At this time please make your way to fire exits on each floor.

Panic Bolts are attached to each fire exit and the glass tubing must only be broken if the alarm is resounded. Breakage to the panic bolts will result in a £50 charge for the damage caused.

Under no circumstances should you be using the fire exit or on the roof at any other times.

QUANTUM GROUP STAFF

All residents must respect all staff at all times. Shouting, cursing, abuse or aggressive behaviour will not be tolerated.

NOTICE BOARDS

It is each resident's own responsibility to check the notice board for any memos or changes within the residence.

EXCLUSION

Please be aware failure to comply with this documents contents can result in exclusion from the residence. You will incur the full contracted payment and next of kin notified. This may also jeopardize your course place. Also dependent on the circumstances the police may also be contacted.

Please sign below to indicate you understand and accept the terms of the code of conduct.

NAME

SIGNED

DATE
