

MALDEN HALL
L I M I T E D

Contact Details of Tenant

First Name:

Family Name:

Mobile:

E-Mail:

Tel (Home):

Date of Birth: Sex: Male / Female

Nationality: Smoker: Yes / No

University ID No:

Next of Kin (Home address of parent to be contacted in case of emergency):

Name: Relationship:

Address:

.....

Postcode: Country:

Room Required: Flat: Room:

Name of Course: _____

Checklist of Documents to Attach:

1. Proof of residence containing your name and home address (driving licence, mobile phone bill, ID card or bank statement).
2. Signed 'Acceptable Usage Policy' form.
3. Signed 'Parental Guarantee' form and proof of guarantor's address.
4. Signed 'Rental Agreement'.
5. **DON'T FORGET TO SEND YOUR DEPOSIT!**

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Parental Guarantee

Your son/daughter has requested to rent a room at **Malden Hall, 240 Burlington Road, New Malden, Surrey KT3 4NN.**

The rental period is from **Friday 8th September 2017** to **Sunday 2nd September 2018** at a rental of:

Rooms with Single Beds:

Flat 1, Rooms A,B,C,D	£163.00 per week / £705.00 per calendar month
Flat 2, Rooms A,B, C,D	£163.00 per week / £705.00 per calendar month
Flat 3, Rooms A, B	£163.00 per week / £705.00 per calendar month
Flat 4, rooms A,B,C,D	£163.00 per week / £705.00 per calendar month
Flat 5, Rooms B, D	£152.00per week / £660.00 per calendar month
Flat 8, Room D	£152.00 per week /£660.00 per calendar month

ROOMS WITH DOUBLE BEDS:

Flat 3, Room C	£186.00 per week / £805.00 per calendar month
Flat 5, Rooms A,C	£180.00 per week / £780.00 per calendar month
Flat 6,Rooms A,B,C,D	£180.00 per week / £780.00 per calendar month
Flat 7, Rooms A,B,C,D	£180.00 per week / £780.00 per calendar month
Flat 8, Rooms A,B,C	£180.00 per week / £780.00 per calendar month
Flat 9, Rooms A,B,C,D	£180.00 per week / £780.00 per calendar month
Flat 10, rooms A,B,C	£180.00 per week / £780.00 per calendar month

Suite: Flat 10, Room D	£213.00 per week / £925.00 per calendar month
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Apartment : Flat 3, room D	£258.00 per week / £1,120 per calendar month
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Please note that the monthly cost has been adjusted to reflect the fact that the contract is for 359 days only.

Costs are inclusive of gas, electricity, water and internet.

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As a condition of providing the rented accommodation, we require:

- a signed 'Assured Shorthold Tenancy Agreement'
- a deposit of six weeks' rent
- proof of residence
- a signed 'Parental Guarantee' form.
- a signed 'Acceptable Usage Policy' form
- a completed 'Standing Order Instruction' form (for those with a UK bank account – if you do not have one, please see the **FAQ** page).

Would you please complete the following page and return to the address below as soon as possible:

- **In the 1st space, write your name**
- **In the 2nd space write your address**
- **In the 3rd, 4th and 5th spaces, write your son/daughter's name.**

This guarantees that you will be liable to pay rent, damages or any other charges if your son/daughter fails to do so within five working days of the due date. The deposit will be held by the Deposit Protection Service (an independent and regulated service) for the duration of the tenancy and cannot be taken as the first or last month's rent.

With many thanks,



U. Kesavan

M A L D E N H A L L
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PARENTAL GUARANTEE

I (1st space)of

(2nd space)

in consideration of you agreeing to grant a tenancy from 8th September 2017 to

2nd September 2018 to (3rd space)

hereby confirm that I will pay and make good to you on written demand any

sums due to you from (4thspace).....

as a result of any default by (5thspace).....

for a period of five working days in the payment of rent or observance of the

Tenant's agreement under the tenancy.

Signature: Date:

Witnessed by * :

Signature:

Print Name:

Address:

.....

.....

Profession:

*** Witness not to be a family member or a relation.**

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A notice to a prospective tenant of an assured shorthold tenancy that the landlord may seek to rely on grounds 1 to 5 of Schedule 2 to the Housing Act 1988 when recovering possession of the property.

The notice must be served before the tenancy is entered into.

Practical Law Property

Flats 1A to 10D Malden Hall
240 Burlington Road
NEW MALDEN
Surrey KT3 4NN

24th February 2017

Dear (Insert your name)

Tenancy of (insert flat No.) Malden Hall, 240 Burlington Road, New Malden KT3 4NN

You intend to enter into a tenancy with Malden Hall Ltd of 11th Floor AMP House, Dingwall Road, Croydon CR0 2LX. The tenancy will be an assured shorthold tenancy, which means that the landlord can only recover possession of the property (that is, take the property back from you) on certain grounds. Some of these grounds require the landlord to give you notice **before the tenancy is entered into** that the landlord might rely on those grounds in the future.

Notice is given by this letter that the landlord may seek to recover possession of (insert flat No.) Malden Hall, 240 Burlington Road, New Malden KT3 4NN on any one or more of the following grounds.

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case):

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his, his spouse's or his civil partner's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and:

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and:

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to the Housing Act 1988.

Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and:

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

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Next steps

You should read this notice carefully. If you have any questions about it you should get independent legal advice.

Please then sign and date the notice below and return it to Malden Hall Ltd, 11th Floor AMP House, Dingwall Road, Croydon, CR0 2LX or e-mail to Kes@Phoenix-LR.com.

Signed by the tenant:

Date:

Yours sincerely



U Kesavan

24th February 2017

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Assured Shorthold Tenancy Agreement

THIS AGREEMENT is made the..... day of..... 2017

BETWEEN: **Malden Hall Limited**

(hereinafter referred to as 'The Landlord')

And:

(hereinafter referred to as 'the Tenant')

BY THIS AGREEMENT

the Landlord lets and the Tenant takes Flat Room at Malden Hall, 240 Burlington Road, New Malden, KT3 4NN (hereinafter referred to as 'The Property'), together with all Fixtures, Fittings, Furniture and Effects therein as more particularly set out in the Inventory to be completed at the beginning of the tenancy for a term certain from **8th September 2017** to **2nd September 2018** ('The Term') at a rental of:

Rooms with single beds:

Belmont Road entrance:	Flat 1, Rooms A,B,C,D	£705.00 per month
	Flat 2, Rooms A,B, C,D	£705.00 per month
	Flat 3, Rooms A, B	£705.00 per month
	Flat 4, rooms A,B,C,D	£705.00 per month
Burlington Road entrance:	Flat 5, Rooms B, D	£660.00 per month
	Flat 8, Room D	£660.00 per month

Rooms with double bed:

Belmont Road entrance:	Flat 3, Room C	£805.00 per month
Burlington Road entrance:	Flat 5, Rooms A,C	£780.00 per month
	Flat 6,Rooms A,B,C,D	£780.00 per month
	Flat 7, Rooms A,B,C,D	£780.00 per month
	Flat 8, Rooms A,B,C	£780.00 per month
	Flat 9, Rooms A,B,C,D	£780.00 per month
	Flat 10, rooms A,B,C	£780.00 per month

Suite: (Burlington Road entrance:) Flat 10, Room D £925.00 per month

One bedroom apartment:

(Belmont road entrance): Flat 3, room D £1,120.00 per month

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Costs are inclusive of gas, electricity, water and internet.

And on the Special and General Terms and Conditions set out in the following pages of this Agreement.

THE TENANT agrees to pay the rent in advance in one of the following payment options:

1. One month's deposit & monthly payment of rent in advance.
2. One month's deposit & quarterly payment of rent in advance.
3. One month's deposit & annual payment – Discounted by 5% of market rent.

The first rent payment will be due on 8th September 2017 and thereafter on a monthly or, quarterly, up to and including 2nd September 2018.

If any rent or other money payable by the Tenant to the Landlord under the provision hereof shall not be paid within five working days of the day on which it became due the same shall be payable with interest thereon at the rate of four percent above the base rate of National Westminster Bank PLC for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment.

THE TENANT also agrees to pay to the Landlord on the signature of this Agreement a deposit of six weeks' rent, to be held by the Deposit Protection Service against any claim for damage or dilapidation to the property or the contents, late payment of rent and generally any breach by the tenant of his/her obligations in this Agreement.

After deducting from the deposit the cost of any such damage or dilapidation or any sums payable by the Tenant under the terms of this agreement, any balance remaining will be re-payable to the Tenant. If the deposit shall be insufficient to cover any charges or costs, the Tenant shall pay to the Landlord on demand such further sum as shall be required for such purposes. Specifically, the Tenant hereby agrees not to use any part of the deposit in lieu of rent.

Bank details: **National Westminster Bank PLC**
143 High Street, Bromley, Kent BR1 1JH

Sort Code: **600402**
Account Number: **84491108**

IBAN: **GB04NWBK60040284491108**
IBAN BIC: **NWBKGB2L**

Account Name: **Malden Hall Ltd**
Amount: **(refer to page 8 of this document)**

A. SPECIAL TERMS AND CONDITIONS

1. Occupation only by the Tenant

The Tenant hereby agrees with the Landlord not to assign underlet charge part with or share possession or occupation of the Property or any part thereof.

The Tenant shall not allow the Tenant's room be to used by a third party in the absence of the Tenant, irrespective of friend or relative. Guests may stay for no longer than 3 days at any one time.

2. Vacation of the Property before the end of the Term

The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full term.

If the Tenant is able to assign his/her contract to another Tenant (only post-graduate student) judged suitable by the Landlord, a charge will be levied by the Landlord for this transaction.

3. Statutory Council Taxes or other local taxes payable by the Tenant

Payment of any Council Taxes or other local taxes that may from time to time be brought into force due by the Tenant to the Local Authority in accordance with the Statutes arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the direct responsibility of the Tenant.

Full time students **are exempt** from Council Tax. Part time students **are not exempt**. If the Tenant's course starts later than the contract start date or finishes earlier than the contract end date, the Tenant shall be liable for Council Tax due on their flat for that period. Only the Tenant causing the tax to be raised shall be liable for the whole of it.

Should the Tenant's student status change during the course of the Tenancy, they shall be liable for the Council Tax raised on their flat.

Should the Tenant withdraw from their course but carry on living in the flat, the Tenant shall be liable for the Council Tax bill for the whole flat irrespective of the fact that the bill may be sent in the name of everyone in the flat or in the name of the Landlord.

4. Electrical items brought into the property by the Tenant:

All electrical items brought into the property must either be new or in good condition, with no frayed flexes or faulty connections.

B. LANDLORD'S UNDERTAKINGS

1. The landlord agrees that the tenant paying the rent may possess and enjoy the property during the tenancy without any unlawful interruption from the landlord.
2. The landlord may terminate this agreement by giving to the tenant one month's notice in writing at any time during the period of the contract should there be violation of any of the terms and conditions.
3. The Landlord shall supply electricity, gas, water and a broadband connection to the Property, the cost of which is included in the rent.

**GENERAL TERMS AND CONDITIONS
(TENANT'S OBLIGATIONS)**

The tenant hereby agrees with the Landlord as follows:

Alterations, Additions, Damage, etc. – Property

1. Not to make any alternation or addition to the Property or carry out any act which may nullify or increase the building's insurance.
2. Keep the Landlord or the Landlord's agent informed immediately of any breakdown, damage, or any problems directly or indirectly related to the property, supplied appliances, fixtures, fittings and furniture.
3. In the event of loss or damage by fire, theft or other causes, immediately inform the Landlord or Landlord's agent and give details to enable the Landlord to make claim to the Landlord's insurance Company. It is recommended that each Tenant takes out his or her personal insurance for his or her own belongings.
4. Not to erect any external wireless or television aerial or satellite dish.

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5. Not decorate or paint any of the rooms without the Landlord's prior consent.
6. Preserve the fixtures, furniture and effects from being destroyed or damaged and not remove any of them from the Property.
7. Leave the furniture and effects at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy and not move into the Property any additional furniture other than with the prior consent in writing of the Landlord.
8. Not to use tape or any other adhesive on the walls of the property
9. To dispose of all goods not listed on the inventory at the end of the Tenancy. Failure to do so will result in their disposal by the Landlord and any costs incurred shall be passed on to the Tenant.
10. Not to bring any bicycles into the building but to leave them chained to the bicycle racks situated with the boundary of the Property.
11. At the end of the Tenancy, leave the property in the same condition of cleanliness as specified on the inventory at the check-in. Any articles missing or broken should be replaced or monies will be deducted from the deposit to cover the said costs. Any costs relating to damage to the Property will be deducted from the deposit. Each Tenant is liable for damage to their own study-bedroom. The communal parts (hall and kitchen/dining area) are the responsibility of all the Tenants in the said flat unless an individual/individuals own up to the said damage. Wanton damage to these areas will be the responsibility of the Tenant or his/her guest committing the damage. Normal wear and tear will be the responsibility of the Landlord.

Locks and Keys:

1. Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without prior written consent from the Landlord.
2. Pay for the cost of replacement if the Tenant loses his/her keys.
3. Pay for the cost of sending the key by taxi if the Tenant locks him/herself out.

Telephone and Television charges

1. Pay for a Licence Fee for watching television on a computer, a television set, a tablet or any other electronic device.

General

1. Forward immediately upon receipt to the Landlord any correspondence addressed to the Landlord which is delivered at the Property and inform the Landlord immediately of any notice affecting the property which may be served on the Tenant or left at the Property or otherwise come to the attention of the Tenant.
2. Allow the Landlord or Landlord's agent to pass on the Tenant's forwarding address to any authorized organisation or company.

Activities

1. Not to do or permit in the Property or any part thereof any sale of any illegal or immoral act.
2. Not to smoke in any part of the property.
3. Not to do or permit in the Property or any part thereof any sale or use of any illegal substance.
4. Not to keep or permit to be kept any petrol or other inflammable substances nor burn candles or oil lamps in or about the Property.
5. Not carry on in the Property any profession, trade or business, or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of strictly private residence.
6. Not do anything at the Property which may be or become a nuisance or annoyance to the Landlord or Tenants or occupiers or of any adjoining premises between the hours of 11pm to 8am.
7. Not keep in the Property or any part of it any animal, bird or insect of any kind.

Entry by the Landlord

1. Permit the landlord or the landlord's agents at reasonable hours to enter and view the property with prospective tenants.
2. Permit the Landlord or the Landlord's agents to enter the Property for the purposes of carrying out and completing any structural, general maintenance or other necessary works to the Property. If the Tenant is deemed liable for any repairs and does not carry out these works within 10 days, the Landlord will arrange for these works to be carried out and the cost will be a debt due from the Tenant to the Landlord and be recoverable by action if necessary.
3. Hand over the Landlord by 12 noon on the last day of the Tenancy all the keys to the Property.

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Schedule of Contents (Inventory)

1. The schedule of contents handed to the Tenant upon arrival at the Property and which shall have effect is to be completed, signed and returned to the Landlord within 24 hours. Inventories handed in late shall be considered null and void.

Signed by the Landlord: **Date:**

Signed by the Tenant: **Date:**

Print Name:

In the presence of:

Signature: **Date:**

Print Name:

Address:

.....

.....

Acceptable Usage Policy

The tenant hereby agrees with the Landlord to **NOT** use network services for:

1. Unlawful, fraudulent, criminal or otherwise illegal activities
2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
3. Commercial purposes
4. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters
5. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by any other Internet user or person
6. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
7. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
8. Anything that may disrupt or interfere with Malden Hall's or any other networks or services or cause a host or the network to crash
9. Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network
10. Granting access to network services to others not residing at the premises at which these network/Internet services are provided
11. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments, downloading and/or streaming films or large videos and music.
12. Circumventing the user authentication or security process of a host or network
13. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data

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- 14. Monitoring or recording the actions of any person entitled to be in your home without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises
- 15. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

Signed by the Tenant: **Date:**

Print Name:

In the presence of:

Signature: **Date:**

Print Name:

Address:
.....
.....

Standing Order Instruction Form for UK Bank Accounts

Account Holder's Sort Code: ___ - ___ - ___

Account Number: _____

Bank Name and address:

.....
.....

Account Name:

Contact Telephone number:

Mobile number:

Name of Beneficiary: **Malden Hall Limited**

Beneficiary Reference: Flat No: ___ Room No: ___

Beneficiary Sort Code **60-04-02**

Beneficiary account Number: **84491108**

Amount: £

Amount in words:

.....

Date of first payment: **8th September 2017**

Date of final payment: **8th August 2018**

Signature:

Date: