

TENANCY AGREEMENT

between

STUDENT RESIDENCE HALL ("the Landlord")

of the one part and

_____ ("**the Tenant**")

of the other.

IT IS AGREED THAT the **STUDENT RESIDENCE HALL ("the Landlord")** have accepted the **TENANT** offer to occupy a Room in property provided **within or** managed by **STUDENT RESIDENCE HALL** (referred to in this Agreement as "the Room"):

- (a) during the periods of occupation set out below (referred to in this Agreement as the "Basic Periods of Occupation"); and
- (b) subject to the **TENANT** paying the fees set out below (referred to in this Agreement as the "Rental Fee"); and
- (c) if the **TENANT** terminate the agreement early before the end of the Basic Period of Occupation below, the **TENANT** will be subject to a fee (referred to in this agreement as the "Early Termination Fee").

THE BASIC PERIODS OF OCCUPATION SHALL BE:

10am 27 August 2015 – 5pm 31 June 2016

FEES PAYABLE ARE:

3000 Euro Attic Room

3500 Euro Large Bedroom

4000 Euro En-Suite Studio

All prices include contents/possessions insurance and all utilities (heating, electricity, water supply, internet). There will be a special discounts from the above prices for the **TENANT** when Rental Fee is paid not later than 27th of August 2015 according to Payment plans.

PAYMENT PLANS:

Fully-in-advance. The first instalment is due 1 day prior to the tenancy start date (not later than 27 of August, 2015). The Tenant can receive a 10% discount for paying total annual rent fully-in-advance prior to the tenancy start date. This option will be made available to the Tenant when the Tenant make the instalment payment via bank transfer till 27 of August. The discount will then be applied to the Tenant balance and will be reflected in the Tenant account.

2 Installments. (1st not later than 27th of August, 2015, 2nd payment not later than 29 of January, 2016). The Tenant can receive a 3% discount for paying first part of rent till 27th of August, 2015.

Monthly Installments. 1st payment shall be made prior to tenancy start date, other payments should be paid at the beginning of the current month during the accommodation period.

The services which we will be providing to the Tenant, and the period for which the Landlord will be supplying them, are as set out in this Tenancy Agreement, as are the prices of these services and the arrangements for payment.

The parties have entered into this Agreement on the date set out below.

The Tenant: (Signature)

(Print Name)

The Landlord: (Signature)

(Print Name)

THIS RENTAL AGREEMENT is made by and between the **STUDENT RESIDENCE HALL**, whose registered address is the Kurpių str. 26, Kaunas, Lithuania ("the Landlord") and "you" ("the Tenant") the individual whose details are set out on the **Particulars of Offer** on the date that you notify online your acceptance of your offer of Accommodation.

1. LICENCE

- 1.1. In accepting your offer of Accommodation at the **STUDENT RESIDENCE**, you hereby agree to be legally bound by the terms of this Rental Agreement. In addition, you undertake that you will comply with any further regulations or terms of which you are notified by the Landlord from time to time which may be put in place by the Landlord for any reason, but in particular those required as a result of any change in the law, or those which are in the reasonable opinion of the Landlord, necessary in the interests of health and safety, security or good estate management. All such supplementary regulations and terms shall be deemed to be incorporated into and to form part of this Rental Agreement at the point at which you are notified of the existence of such terms and/or regulations by the Landlord in writing. Such notification shall be considered to include notification via the displaying of any notice or signage by the Landlord detailing such supplemental terms or regulations, in any shared or common area of the Accommodation or Room.
- 1.2. In consideration of payment of the Rental Fee in accordance with the provisions of clause 2 herein, subject to the provisions of this Agreement, the Landlord hereby grants to you a licence to occupy a Room within the **STUDENT RESIDENCE HALL** as a bedroom and study space for the Period of Occupancy as defined in the Particulars of Offer attached hereto, including the right, (in common with other licensees with rights to occupy or use the Accommodation), to use all furniture, equipment and other property located in the Room as listed in the Inventory attached hereto as Annex 1 to this Agreement, and any included in any common area of the Accommodation during that time.
- 1.3. Under no circumstances shall you be permitted or have any right to sublet or grant any kind of sublicense to any third party to use or occupy your Room or any other part of the Accommodation or other **STUDENT RESIDENCE HALL** property, in any way or for any reason, particularly taking in any lodger or paying guest. Nor shall you be permitted to allow any other person or persons to stay in your Room or any other part of the Accommodation, or to leave their belongings in your Room or any other part of the Accommodation whether or not you are present, including sharing your Room with any other individual who is not explicitly licenced to do so by the Landlord. This Agreement may not be assigned to any third party for any reason.
- 1.4. Under no circumstances shall you be permitted or will be granted any licence of any kind to instigate or conduct any formal or registered trade, business, profession or any other commercial activity within your Room or any part of the Accommodation, or use or register any **STUDENT RESIDENCE HALL** address for such a purpose.

2. RENTAL FEE

- 2.1. In consideration of the Room Rent granted to you hereunder, you hereby undertake to pay the Rental Fee as detailed in your Particulars of Offer in one (1) instalment, in two (2) equally instalments or in monthly installments.
- 2.2. Any failure to pay any instalment of the Rental Fee by the date due in accordance with the provisions of this Agreement, will be considered to be a direct breach of

the terms of this Agreement and the Landlord shall reserve the right to terminate this Agreement in accordance with the provisions of Clause 6 herein. All outstanding unpaid instalments of the Rental Fee shall be considered to be a debt to the Landlord and shall therefore be dealt with in accordance with the Lithuanian law.

3. ACCESS

- 3.1. You hereby agree to grant immediate access (whether or not you are present) to any part of your Room or the Accommodation to the Landlord's authorised employees, agents and representatives and all statutory law enforcement agencies and emergency services for any lawful and reasonable purpose including, but not limited to purposes of inspection, maintenance, repair, or security.

4. USE, MAINTENANCE AND CLEANLINESS OF THE ACCOMODATION

- 4.1. For the Period of Occupancy under this Agreement, you hereby undertake as follows:
- 4.1.1. To keep your Room, including where provided en-suite facilities, carpets and any items listed in the Inventory, in a reasonable state of cleanliness and tidiness, and maintain them in no worse state of repair than on commencement of this Agreement (fair wear and tear excepted), and so as to allow (where it is reasonably necessary) full and free access to your Room and any shared spaces in the Accommodation to staff.
 - 4.1.2. In conjunction with other resident tenants, to keep any shared spaces in the Accommodation and any other buildings or property which you are entitled to use in common with others reasonably clean and tidy and not to allow the accumulation of rubbish;
 - 4.1.3. Not to alter or damage your Room, any part of the Accommodation or any of the items listed in the Inventory and to give up your Room and any of the items referred to in the Inventory at the end of your Period of Occupation in no worse state of repair than at the start of the Agreement (fair wear and tear excepted); and to meet the reasonable cost, reasonably incurred, by the Landlord as a result of it having to make good any damage or loss to your Room or its furniture, fixtures and fittings caused by you;
 - 4.1.4. To ensure that your mattress remains on the bed-base at all times, covered with mattress covers, and that curtains are left in position and not replaced by your own curtains;
 - 4.1.5. Not to use socket adapters;
 - 4.1.6. Not to keep any additional fittings or fixtures, or articles of furniture in your Room, or hang posters, decorations or other items in any common area of the Accommodation (including landings, stairwells and corridors) without the written consent of the University;
 - 4.1.7. Not to bring in or keep livestock or pets in any Room;
 - 4.1.8. Not to use, produce or grow any illegal substance (including illegal drugs) within your Room or anywhere else in the Accommodation or any other property of the University;
 - 4.1.9. To use reasonable efforts not to allow any sound from within your room (either music or other sounds) to disturb other tenants;

- 4.1.10. Not to share, loan, part with, or exchange any keys, fobs or access codes allowing access to the Accommodation, your Room or any property in which your Room is situated;
- 4.1.11. To close and where appropriate lock all external doors & windows on entering or leaving property owned or managed by the Landlord, and not to prop open any doors which can be used by the public, or that are clearly marked as fire doors;
- 4.1.12. To return all Room keys back to the Landlord as directed at the end of the Period of Occupancy, except where the Landlord has agreed to you occupying the Room for any Supplemental Period of Occupation;
- 4.1.13. Not to smoke in your Room or in any other indoor Landlord location, or within the designated published distance to the exterior of any college property;
- 4.1.14. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs;
- 4.1.15. Not to tamper with fire alarms, fire detectors and fire safety equipment. If you set off a fire alarm without good cause you commit a serious disciplinary offence, and you may have to pay a fine and any costs reasonably incurred by the Landlord and the Emergency Services.
- 4.1.16. Not without the written consent of the Landlord to keep or use in your Room any supplementary heater of any kind;
- 4.1.17. Not to use or keep in your Room, the Accommodation or anywhere else on Landlord Property any inflammable, incandescent or explosive items or substances, e.g. fireworks, candles, joss sticks, incense or car batteries;
- 4.1.18. Not to bring in or keep in your Room, the Accommodation or any other premises firearms (including replicas), airguns or any kind of dangerous weapon;
- 4.1.19. Not to display material that may be considered obscene or offensive in any shared space in the Accommodation or other common area;
- 4.2. In the event that you invite any guest to visit you in the Accommodation, you hereby undertake to do the following:
 - 4.2.1. To accept in full, personal responsibility for the behaviour of your guests and to ensure that you comply with the terms of this Agreement and the Accommodation Regulations; to meet the reasonable cost, reasonably incurred, by the Landlord as a result of it having to make good any damage or loss to your Room or its furniture, fixtures and fittings caused by you or by your guests.
 - 4.2.2. Not to allow guests to stay overnight in your Room without informing the Landlord (for fire safety purposes), giving the name of the guest and the length of their intended stay. The Landlord reserve the right, (acting reasonably), to charge you a fixed sum per night for each guest who stays for more than one (1) night or to prohibit any such stays (details of applicable charges may be obtained from the Landlord on request).

5. BREACH OF THIS AGREEMENT

- 5.1. In the event that you, or any of your invited guests, are deemed by the Landlord to be in breach any of the conditions of this Agreement, the Landlord reserves the right to take any action the Landlord deems appropriate, including termination of this Agreement in accordance with the provisions of Clause 6 below. However, the

- Landlord may also where considers the breach as amounting to a criminal offence, immediately refer the matter to appropriate law enforcement and notify the Police;
- 5.2. If misconduct on your part or the part of any of your guests results in damage to the Landlord's property or if the Landlord suffers any other loss as a consequence of such breach, you will be issued with a demand for the reasonable cost of repairing the damage caused by your breach and, as appropriate, with a demand to make good other losses. You undertake to pay any such fine and/or other charges within fourteen (14) days of notification that such sums are due and owing.

6. SUSPENSION, EXCLUSION AND TERMINATION OF THIS AGREEMENT

- 6.1. Without prejudice to the Landlord's right to terminate this Agreement: where in the reasonable opinion of the Landlord, you are deemed to present a significant risk to the health and/or safety of the community (including other tenants, staff, or other authorised users of any Landlord premises) for any reason whatsoever, the Landlord may suspend or terminate this Agreement and thus your right to occupy your Room shall cease, whereupon you will be required to immediately vacate your Room.
- 6.2. Your obligations under the provisions of Clause 2 to pay the Rental Fee shall at all times continue over any period of suspension.

7. EARLY TERMINATION OF THIS AGREEMENT BY YOU

- 7.1. In signing this Agreement you legally undertake and are bound to pay the full Rental Fee due to the Landlord in accordance with the provisions of clause 2 herein.
- 7.2. In the event that you choose to terminate this Agreement at any point and for any reason prior to expiry of the Period of Occupancy as detailed in the Particulars of Offer, you hereby undertake to pay to the Landlord the Early Termination Fee. The Early Termination Fee is calculated to be the lesser sum of either:
- 7.2.1. the remaining balance of the Rental Fee payable under the provisions of Clause outstanding to cover the Period of Occupancy remaining unspent as of the date of termination; or
- 7.2.2. a sum equal to forty percent (40%) of the total Licence Fee payable under the provisions of Clause 2 herein. This sum is calculated as being the reasonable sum necessary to compensate the Landlord for losses incurred by the Landlord as a consequence of such early termination.

8. GENERAL

- 8.1. Nothing in this Agreement confers or purports to confer on any third party any right to enforce any term of this Licence.
- 8.2. No variation or amendment to the Rental Agreement will be effective unless it is made in writing and signed by both Parties.
- 8.3. This Licence shall be governed and interpreted according to the laws of Lithuania

The Tenant: (Signature) _____ (Print Name) _____

The Landlord: (Signature) _____ (Print Name) _____