



College Mews Newbury Limited

Policy on Sub Letting

1. College Mews Newbury Limited (CMNL) enforces the terms of the lease and administers subleases on behalf of the Freeholder, Holding & Management (Solitaire) No 2 Ltd, principally to ensure each leaseholder's rights are protected and each leaseholder can continue to have quiet enjoyment in accordance with the terms of the lease.
2. Licences issued by Estates and Management prior to CMNL achieving Right to Manage (RTM) during 2015 shall remain valid until their expiry dates unless the lessee is in breach of that licence, in which case they will be required to obtain a new licence issued by CMNL. Holders of such licences must register them with the Managing Agent of CMNL.
3. Leaseholders may sub-let (termed underlet in the main lease) their apartment as a whole provided the Freeholder's prior consent has been obtained. The lease provides that such consent not to be unreasonably withheld. Such consent will be given by CMNL as the RTM company and delivered in the form of a licence, a copy of which will be sent to the Freeholder. Full conditions for sub leasing are contained in the lease and shall apply to all subleases. These conditions include the following:
 - a. The sublease is subject to approval and must include conditions requiring the observance and performance of all the relevant covenants and regulations in the lease
 - b. The apartment may not be sublet in part nor possession shared in any way whatsoever
 - c. The parking space or garage may not be underlet nor possession shared separately from the apartment
4. Subleases shall be in the form of an Assured Shorthold Tenancy or any other form of tenancy that does not create any permanent rights of occupation of the property. Subleases will only be consented to if they are for a minimum period of 90 days and a maximum period of 36 months.
5. Subleases to companies shall be permitted provided the names of all proposed occupants are given and the consent will be limited only to those occupants.
6. Subletting to a Professional Serviced Apartment company will be permitted subject to approval. Please note that the Company will be required to notify us each time a new occupant takes residence.
7. Short term subleases of less than 90 days to include but not limited to holiday lets, Airbnb, Bookings.com or similar will not be allowed for the following reasons:
 - a. They invalidate the buildings insurance (Lease, Third Schedule, Clause 18)

- b. They contravene the requirement to occupy the Flat as a private residence or dwelling (Lease, Third Schedule, Clause 26)
8. In accordance with the Immigration Act 2014 since February 2016 all landlords must carry out Right to Rent checks for ensuring that all prospective tenants and occupants in private rented property have a right to rent in the UK. A copy of the Home Office's Guidelines of the Right to Rent will be issued to all Leaseholders applying for a sub-let license. A note is included on the Sublease application form requiring the Leaseholder to make sure they have complied with the legislation.
9. Licences to sublease shall be required for each new sublease agreement. In the event a sublease is renewed or extended with the same sub-tenant the tenant shall notify CMNL or their Managing Agents immediately and the same licence shall continue to apply.
10. Fees will be payable for issue of a licence to sub-lease, Currently they are:
 - a. Issue of licence to sublease: £36 (£41 for Postal Application)
 - b. Extension of licence to sublease: £25
 - c. Such fee as may be required by Estates and Management to register the licence.
11. A sample copy of the licence is attached.
12. When making an application for approval to sublease or to extend or renew the existing sublease the leaseholder shall submit the following information to the Managing Agent of CMNL.
 - a. Completed application form
 - b. Copy of proposed sublease or extension
 - c. The appropriate fee
 - d. An updated correspondence address and email address for the lessee

LICENCE TO SUBLET made on _____

PROPERTY:

COLLEGE MEWS NEWBURY LIMITED (RTM COMPANY):

REGISTERED OFFICE: Market Chambers, 3-4 Market Place, Wokingham, Berkshire, England, RG40 1AL

CORRESPONDENCE ADDRESS: Chaney's Chartered Surveyors Chiltern House, Marsack Street, Reading, RG4 5AP

LESSEE:

ADDRESS:

LEASE: Dated:

Parties

1. David Wilson Homes
2. Holding & Management (Solitaire) No.2 Ltd
3.

Term: 125 years from

ADDRESS:

SUBLEASE: Dated:

Parties:

- 1.
2. ("Sub Lessee")

Term: [...] months from

This licence to sub-let is made

BETWEEN:

- (1) COLLEGE MEWS NEWBURY LTD, (RTM COMPANY), and
- (2) The LESSEE

NOW THIS DEED WITNESS as follows:

1. Definitions and interpretation in this licence

- 1.1. "the Lease" means the Lease described on the first page of this licence
- 1.2. "the Property" means the property described on the first page of this licence
- 1.3. "the Term" means the terms of years created by the Lease described on the first page of this Licence
- 1.4. "the Sublease" means the Sublease described on the first page permitted by this licence
- 1.5. "the Sub-Lessee" means the person or persons described on the first page of this licence
- 1.6. where the Lessee comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally
- 1.7. words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa
- 1.8. references to any clause, sub clause or schedule without further designation shall be construed as reference to the clause, sub clause or schedule in this deed so numbered

2. Recitals

- 2.1. This Licence is supplemental to the Lease.
- 2.2. The Lease contains covenants on the subleasing of the Property and provides that every Sublease the RTM Company consents thereto shall contain a covenant by the Sub-lessee with the Lessee to observe and perform the covenants on the part of the Lessee therein contained other than for the payment of the rent.
- 2.3. The Lessee wishes to grant a Sublease of the Property to the Sub-lessee and has requested the RTM Company to give him a licence so to do
- 2.4. The Lessor through the RTM Company has agreed to grant the licence upon the conditions set out below

3. Licence

- 3.1. In consideration of the payment of appropriate fee and the obligations of the Lessee in this licence, the RTM Company consents to the grant of a sublease to the Sub Lessee of the Property by the Lessee upon the terms and conditions mentioned below.
- 3.2. The parties hereby agree that this licence shall apply to any subsequent sublease of the Property between the Lessee and the Sub-Lessee
- 3.3. In the event that the Lessee is a Company, this consent shall only extend to those parties noted as occupiers in the original application to RTM Company.
- 3.4. The Lessee shall provide the RTM Company with their current postal and email addresses from time to time for the delivery of correspondence

4. Terms of the Sublease

- 4.1. The Sublease shall be by way of an Assured Shorthold Tenancy or any other form of tenancy that does not create any permanent rights of occupation of the Property to the Sub-Lessee for a period of no less than 90 days and not exceeding thirty six months ("the Subletting Term").
- 4.2. The Lessee covenants with the RTM Company that the Sublease will contain an agreement on the part of the Sub-Lessee in favour of the Lessee to perform and observe all the covenants, regulations and conditions (save for the payment of rent and service charge) on the part of the Lessee contained in the Lease. The Lessee shall not waive any of these covenants, regulations and conditions without written consent of the RTM Company or its Managing Agent. On breach of any covenant or covenants the Lessee will take proportionate action to enforce such covenants which may include terminating or forfeiting the Sublease.
- 4.3. The Lessee covenants with the RTM Company that the Sublease will contain a covenant by the Sub-lessee with the Lessee not to assign, sublet or part with possession of the Property or any part of it
- 4.4. The Lessee covenants to ensure the Sublease provides for them to forfeit or terminate the Sublease in the event of a breach of the provisions of clause 4.3 above by the Sub Lessee.
- 4.5. In the event the Lessee is a Company, then the Company shall only be permitted to arrange for cleaning and other services to the occupants the staff visiting the Property for such purposes shall only come to work at the Property during the hours of 08:00 to 18:00 on weekdays and 09:00 to 13:30 on Saturdays

5. Breach of Terms of Sublease

- 5.1. In the event of breaches of the covenants as set out in Clause 4 the RTM shall have the right to immediately terminate this Licence and all consents granted will immediately cease. In those circumstances the Lessee will not be entitled to any sums payable under this licence.

The Sub Lessee shall indemnify the RTM Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the RTM Company arising out of or in connection with any breach of the terms of this licence.

6. Severance of Provisions

6.1. In the event of any provision of this licence is declared by any judicial or other competent authority to be void voidable or illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority the remaining provisions of this licence shall remain in full force and effect to the fullest extent permitted by law

7. Jurisdiction

7.1. This licence shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts

EXECUTED AND DELIVERED by the parties as a Deed on the date of this document.

Signed as a DEED by the COLLEGE MEWS NEWBURY LIMITED (RTM Company)
Acting by a director/Secretary

Director:

Witness name

Witness signature

Witness address

Signed as a DEED by the LESSEE

Lessee (s):

Witness name

Witness signature

Witness address