

PRESCRIBED INFORMATION

Housing Act 2004

A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1.1 Name of Landlord(s):

A.1.2 Actual Name and address of the Deposit Holder:

A.1.3 E mail address of the Deposit Holder:

A.1.4 Telephone number of the Deposit Holder:

A.1.5 Fax number (if applicable):

A.1.6 Tenant(s) name:

A.1.7 Address for contact after the tenancy ends (if known):

.....
A.1.8 E mail address for Tenant (if applicable):

.....
A.1.9 Mobile/Telephone number

A.1.10 Fax number (if applicable)

Please provide the details for other relevant persons paying the Deposit (i.e. agent, guarantor, etc.)

A.1.11 Person paying the Deposit on behalf of the Tenant(s) name:

.....
A.1.12 Address for contact after the tenancy ends (if known):

.....
A.1.13 E mail address for This person (if applicable):

.....
A.1.14 This Person's Mobile/Telephone number:

A.1.15 Fax number (if applicable):

A.1.16 Deposit: £000

Deductions may be made from the Deposit according to clauses (6.4) of the Tenancy Agreement attached.

The person holding the Deposit being XXXXXXXXXXXX will provide a leaflet explaining how the Housing Act 2004 protects the Deposit to the Tenant. The holder of the Deposit will send the Deposit and provide other required information to the Deposit Protection Service (DPS) within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is explained in clauses (6.9) shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A2 Procedure for Dispute at the End of the Tenancy

- A2.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within ten working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Alternative Dispute Resolution Service (ADR).
- A2.2 The tenants should make their best endeavors to inform the Landlord if they wish to raise a dispute about the deposit within 20 working days after the lawful end of the tenancy and vacation of the property. The Landlord has a maximum of 10 working days to resolve the dispute.
- A2.3 It is not compulsory for the parties to refer the dispute to the ADR for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ADR for adjudication. If the parties do agree that the dispute should be resolved by the ADR, they must accept the decision as final and binding.
- A2.4 The Landlord or the Tenant can instigate a dispute by completing a Joint Repayment Form and submitting it to the ADR. The form can be obtained directly from The Deposit Protection Service at the address or telephone number specified in clause (6.8.1) of the attached Tenancy Agreement.
- A2.5 The ADR will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- A2.6 TDS will pay out the money within 10 working days of the decision of the ADR or instruction of the court as appropriate.
- A2.7 The time-scale specified might be varied at the discretion of the ADR if he considers it necessary to seek legal or other expert advice, or in exceptional

circumstances that affect the ability of either party to the Tenancy being able to provide information promptly.

A2.8 The Landlord and the parties to the Tenancy must co-operate with the ADR in the consideration of the dispute and follow the recommendations of the ADR concerning the method of resolution of the dispute.

A2.9 If one party raises a dispute with the ADR the ADR will contact the other party giving a right to reply within 10 days. If the other party fails to reply ADR will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.

A2.10 If the landlord or the Landlord is unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Landlord's Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgment for the return of or deductions from the Deposit because the ADR are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

A2.11 Further information, including The Deposit Protection Service's Terms & Conditions, can be found at <http://www.depositprotection.com>. You may also wish to take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The Landlord confirms that the information provided to the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information.

The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant: _____ **Date:** _____

Witness:(Full name and address)

}.....
}
}
}

Signed by the Landlord: _____ **Date:** _____

Witness: (Full name and address)

}.....
}
}
}

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

**If either party does not understand this agreement,
or anything in it, it is strongly suggested
you ask for an explanation before signing it.
You might consider consulting a Solicitor,
Citizens Advice Bureau or Housing Advice Centre.**

Definitions

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

- The premises*** The premises include all, or any parts of the dwelling house, gardens, paths, fences, boundaries or other outbuildings that form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
- Binding date*** A tenancy agreement is not, technically, a legally binding contract until it has been "executed" by being Dated, after both parties (or their authorized representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
- Landlord*** A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
- Tenant*** A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
- Joint and Several liability*** The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
- Superior Landlord*** People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
- Head or Superior lease*** Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.
- Fixtures and Fittings*** References to fixtures and fittings relate to any of the landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
- The term or the tenancy*** References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 2
- Deposit held As "stakeholder"*** This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree in writing on the apportionment of any deductions from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply

with, the tenant's obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or an adjudication decision from the Alternative Dispute Resolution Service under the Deposit Protection Service or there is an order of the Court.

Consent of the landlord or his agent Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.

Water charges This includes charges, rates or costs relating to water, sewerage and environmental services

Utilities This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

Masculine & feminine and singular & plural Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

Landlord's Agent Any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the landlord.

Month/Monthly Means a calendar month.

Inventory and or Schedule of Condition This refers to any document prepared by the landlord, the landlord's agent or an inventory clerk and provided to the tenant detailing the landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

Assured Shorthold Tenancy Terms

This Agreement is made the XXXXXXXXXXXXXXXX day of XXXXXXXXXXXXXXXX
Between:

("the Landlord") of the one part;
and
("the Tenant") of the other part

It is Agreed as follows:-

1 The Premises

The Landlord lets and the Tenant takes all those Residential Premises known as ("the Premises").

2 The Term

The Tenancy will be for a Term from and including the **Day in words** day of **MMM YYYY** ("the Commencement Date") to and including **Day in words** day of **MMM YYYY** ("the Expiration Date").

3 The Rent

- 3.1 The Tenant will pay rent to the Landlord at the rate of **£000** per calendar month without prior deduction or set off against the Deposit and exclusive of Council Tax and exclusive of water charges.
- 3.2 The rent is payable in advance on the **DATE IN WORDS** day of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
- 3.3 The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.

4 Type of Tenancy and Termination

- 4.1 This Agreement creates an **Assured Shorthold Tenancy** as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the Premises in accordance with the provisions of Section 21 of the Housing Act 1988.
- 4.2 This Agreement may be terminated by either party giving to the other at least two months notice in writing any time after the first four months of the tenancy such notice not to expire until after six months from the Commencement Date of this Agreement as specified in clause two above.

5 Landlords Fixtures and Fittings

- 5.1 The Tenancy will include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition") which will be prepared by the Landlord or the Landlord's Agent at the Landlord's expense.
- 5.2 The Premises to be inspected at the commencement of the Tenancy and also at the Termination of the Tenancy (at the Landlord's expense) for the purpose of comparing the condition of the Premises and the Fixtures and Fittings with that specified in the Inventory and Schedule of Condition that will have been prepared prior to the commencement of the Tenancy.
- 5.3 The Tenant will not remove any of the Fixtures and Fittings from the Premises to store them in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises the Tenant agrees to leave all of the Landlords Fixtures and Fittings in their original places at the Commencement Date or as specified in the Inventory and Schedule of Condition.
- 5.4 The Tenant will not remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises

6 The Tenancy Deposit

- 6.1 The Deposit of **£000** is paid by the Tenant to the Landlord.
- 6.2 The deposit is held by The Deposit Protection Service on behalf of the tenant and the Landlord.
- 6.3 Any interest earned will belong to The Deposit Protection Service.
- 6.4 The Deposit has been taken for the following purposes:
 - 6.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
 - 6.4.2 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 - 6.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
 - 6.4.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

- 6.4.5 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
- 6.4.6 Any damage caused or cleaning / fumigation required as a result of any pets occupying the Premises either with or without the Landlord's consent.
- 6.5 If the monies due to the Landlord exceed the amount of the Deposit the amount of such excess will be paid by the Tenant to the Landlord within 14 days of written demand.
- 6.6 The Deposit will (if appropriate) be returned to the Tenant by cheque addressed to the Tenant at his forwarding address or by bank transfer at the Landlord's discretion.
- 6.7 The Tenant will not be entitled to withhold the payment of any installment of rent or any other monies payable under this Agreement on the grounds that the Landlord has in his or the Landlord's Agent possession monies in respect of the Deposit.
- 6.8 Protection of the deposit
 - 6.8.1 The Deposit is safeguarded by:
- 6.9 At the end of the tenancy
 - 6.9.1 The Landlord or the Landlord's Agent must tell the tenant within ten working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 6.9.2 If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 6.9.3 The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Alternative Dispute Resolution (ADR) Service may regard failure to comply with the time limit as a breach of the rules of The Deposit Protection Service and if the ADR is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 6.9.4 If, after ten working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 6.10 below) be submitted to the ADR for adjudication. All parties agree to co-operate with the adjudication.
- 6.10 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (6.9.1 to 6.9.4) above.
- 6.11 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an

arbitrator appointed by the ADR although, with the written agreement of both parties, the ADR may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Alternative Dispute Resolution Service from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

- 6.12 Where the Tenant is more than one person the Landlord will not be obliged to refund any part of the Deposit on any change of persons who are "the Tenant".
- 6.13 Where the Tenant is more than one person the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment will discharge the Landlord from any further liability in respect of the amount due under clause (6.9.1 to 6.9.4) above.
- 6.14 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which remain in the Premises for more than 14 days after the Tenant's departure from the Premises will be deemed to have been abandoned and thereafter the Landlord may dispose of such goods provided that the Landlord properly accounts to the Tenant for the full value of any goods disposed of.
- 6.15 In such circumstances the Tenant will:-
 - 6.15.1 pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord will have all such items removed from the Premises and the Tenant will pay all costs incurred in respect of the removal of such items.
 - 6.15.2 pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

Tenants Obligations

7 Payment of Rent

- 7.1 The Tenant agrees to pay the rent according to the Terms of this Agreement whether formally demanded or not.
- 7.2 The Tenant agrees to pay interest upon any arrears of rent at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.
- 7.3 In the event that a cheque presented by the Tenant is returned unpaid by the bank the Tenant agrees to pay the Landlord a £25.00 handling fee to cover the administration costs.

8 Condition of Premises Repair and Cleaning

- 8.1 The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (except items which the Landlord is liable to repair under clause 34 of this Agreement).
- 8.2 The Tenant agrees to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire and other insurable risks excepted unless the same results from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.3 The Tenant agrees to use the Premises in a reasonable manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord. The Tenant further agrees that where documentary evidence is produced by the Landlord that the Premises were professionally cleaned immediately prior to the Tenancy that the Tenant will arrange and pay for professional cleaning at the conclusion of the Tenancy.
- 8.4 For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with clause 8.3.
- 8.5 The Tenant agrees to pay for the replacement or repair of any fittings as will be broken lost stolen damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless the same will result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) or at the option of the Landlord to compensate for the same.
- 8.6 The Tenant agrees to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 8.7 The Tenant agrees to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 8.8 The Tenant agrees to replace all broken glass in the Premises with the same quality glass as soon as reasonably possible.
- 8.9 The Tenant agrees to notify the Landlord in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings that the Landlord is responsible for repairing.
- 8.10 The Tenant agrees that upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the repairs within one month of the service of such notice or sooner where appropriate and if the Tenant fails to comply with such a notice then the Landlord may seek possession of

the Premises through the Courts on the basis that the Tenant is in breach of a fundamental clause of the Tenancy Agreement.

- 8.11 The Tenant agrees that the Landlord (and / or the Landlords contractors) will be entitled to enter upon the Premises (after 24 hours written notice to the Tenant) to carry out repairs where the nature of the damage is such that failure to act may cause further damage to the Premises, the Tenant may become liable for any proportion of the costs of repairs incurred as a direct result of any failure to act on the part of the Tenant or any delay in affording the Landlord or the Landlord's agents or contractors access to the property for the purpose of carrying out the necessary repairs.
- 8.12 The Tenant agrees to keep the windows of the Premises clean internally and externally so that the same will be cleaned not less than once every two months and to ensure that the Premises are adequately ventilated throughout the Tenancy to avoid damage from condensation.
- 8.13 The Tenant agrees to clean all net curtains (if any) every two months and all other curtains at least annually.
- 8.14 The Tenant agrees that if any open fire or solid fuel heating is used in the Premises during the Tenancy the Tenant will have all chimneys thoroughly swept and cleaned as often as necessary.
- 8.15 The Tenant agrees to take all reasonable and appropriate precautions including any such as may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat.

9 Access and Inspection

- 9.1 The Tenant agrees to allow the Landlord or the Landlord's Agent or any Superior Landlord (Leasehold Premises only) and all others authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect maintain repair alter improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.
- 9.2 The Tenant agrees to permit the Premises to be viewed during the last two months of the Tenancy at all reasonable times by prior appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect for sale or to let boards at their discretion.

10 Insurance

- 10.1 The Tenant will not do anything whereby the Landlord's policy of insurance in respect of the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by breach of this provision. The Tenant's belongings within the Premises are his responsibility to insure and are not covered by any insurance policy maintained by the Landlord.
- 10.2 The Tenant agrees that in the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord or his Agent and then to give them full written details of the incident within three days in order to enable the Landlord to make a claim to the Landlord's insurance company.
- 10.3 The Tenant agrees that in the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord within three days.

11 Assignment

The Tenant agrees not to assign underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises. Not to take in lodgers or paying guests without the Landlord's written consent.

12 Illegal or Immoral Use

- 12.1 The Tenant will not use the Premises for any illegal immoral or improper use.
- 12.2 The Tenant will not use or consume in or about the Premises any prohibited or controlled substances or drugs.

13 Inflammable substances and equipment

The Tenant will not keep or use any candle or candles, barbeque, chiminea, paraffin heater, liquefied petroleum gas heater or portable gas heater in the Premises (including the balcony). Not to store or bring upon the Premises any articles of an especially combustible inflammable or dangerous nature.

14 Nuisance and Noise

- 14.1 The Tenant will not do anything upon the Premises which causes nuisance annoyance or damage to the Landlord or to owners or occupiers of any neighbouring adjoining or adjacent property.
- 14.2 The Tenant will not hold or conduct any social gathering and not play any musical instrument or use any gramophone stereo radio or television or other musical or electrical instrument or other means of

reproducing music or sound in such manner as to be audible outside the Premises or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring adjoining or adjacent property.

15 Utilities, Council Tax and TV licence

- 15.1 The Tenant will not tamper or interfere with or alter or add to the gas water or electrical installations or meters in or serving the Premises.
- 15.2 The Tenant agrees to pay all charges in respect of gas, water, oil and electricity consumed on the Premises together with all charges in respect of any telephone installed on the Premises, the television licence fee, subscriptions and Council Tax. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 15.3 The Tenant agrees to notify each supplier of gas, electricity, water and telephone immediately along with the Local Council Tax Office that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 15.4 The Tenant will not have a key meter installed at the Premises or any other meter that is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately or at the Termination of the Tenancy.
- 15.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected as a result of the non-payment by the Tenant then the Tenant will repay to the Landlord all costs reasonably incurred in connection with the reconnection of such service (including any arrears).
- 15.6 The Tenant will not change the telephone number without the prior written consent of the Landlord or procure the transfer of the telephone number to any other address.
- 15.7 The Tenant agrees on termination of the Agreement to notify each supply of gas, water, oil, electricity, telephone and the Local Council Tax Office that they are vacating the property and provide the final meter readings and their new address for invoices to be sent to. The Tenant also agrees that the Landlord or Landlords Agent may provide the utility suppliers and Council Tax Office with their address or forwarding address should this become necessary.

16 Animals and Pets

The Tenant will not keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, which will not be withheld unreasonably. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional Deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned with de-infestation cleaner at the Termination of the Tenancy and to provide a receipted invoice to the

Landlord or the Landlord's Agent as written proof that he has complied with this clause. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with this clause.

17 Use of the Premises

The Tenant agrees to only use the Premises for the purpose of a private residence and not for any business purposes.

18 Locks

- 18.1 The Tenant will not install or change any locks in the Premises without the Landlord's prior written consent.
- 18.2 The Tenant agrees that if any additional keys are made the Tenant will deliver all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 18.3 The Tenant agrees that if any lock is installed or changed in the Premises without the Landlord's prior written consent then the Tenant will forthwith remove and replace the same if so required by the Landlord and to make good any resulting damage.

19 Alterations and Redecoration

The Tenant will not decorate or make any alterations in or additions to the Premises or the Fixtures and Fittings and the Tenant will not cut, maim, puncture or injure any of the walls partitions or timbers of the same without the Landlord's prior written consent.

20 Empty Premises

- 20.1 The Tenant will not leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord of the intention to do so. Before leaving the Premises vacant for any period during the Tenancy the Tenant will take adequate steps to ensure that the property is protected against the risk of damage by frost by either draining down all water supplies in or serving the same and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises are vacant.
- 20.2 The Tenant will ensure that at all times when the Premises are vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord such consent not to be unreasonably withheld. In the event of the control number being changed the Tenant will immediately notify the Landlord of the new number. In default of this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord in respect of restoring the system to an operational condition.

21 Pipes and Drains

- 21.1 The Tenant will not overload block up or damage any of the drains pipes wires cables or any apparatus or installation relating to the utility services serving the Premises.
- 21.2 The Tenant will keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts clear of obstructions and during the winter months the Tenant will take adequate precautions to avoid damage by frost and freezing.
- 21.3 The Tenant will not allow any oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

22 Fixing of Items

- 22.1 The Tenant will not place or exhibit any aerial satellite dish notice advertisement sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent such consent not to be unreasonably withheld. Where such consent is granted the Tenant will pay all reasonable costs incurred by the Landlord to repair any resulting damage.
- 22.2 The Tenant will not affix any items to the walls of the Premises either internally or externally using glue nails screws picture hooks or sticky tape without the Landlord's prior written approval.

23 Washing

The Tenant will not hang any washing clothes or other articles outside the Premises other than in such places as the Landlord may designate or permit and the Tenant will not hang or place wet or damp articles of washing upon any item of furniture or room heater.

24 Costs and Charges

- 24.1 The Tenant will pay to the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent (to be assessed by the Court where appropriate proceedings have been issued) in respect of: -
 - 24.1.1 the recovery from the Tenant of any rent or any other money which is in arrears;
 - 24.1.2 enforcement of any of the provisions of this Agreement;
 - 24.1.3 the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same will result in court proceedings at a cost of £60.00.
- 24.2 Where Agreement cannot be reached as to the reasonableness of any costs incurred in respect of matters referred to in clause 24.1 the level of costs will be determined by the Court. Any unsuccessful challenge to the costs claimed may result in additional charges being made for the costs of any court attendance.
- 24.3 The Tenant will pay the costs of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is

dishonored or if the Tenant's bankers withdraw any Standing Order payment.

25 Refuse

The Tenant agrees to remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

26 Smoking

The Tenant will not smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlords prior written consent, which will not be unreasonably withheld. In the event of the Landlord giving such consent the Tenant will pay to the Landlord an additional sum equivalent to half of the Deposit referred to above to cover additional cleaning and / or redecoration costs the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Premises.

27 Garden

The Tenant will keep the garden (if any) in the same layout and character weed free and in good order throughout the Term and to cut the grass at least every ten days during the growing season and the Tenant will allow any person(s) authorised by the Landlord or his Agent to access the Premises for the purpose of attending to the garden.

28 Inventory and Checkout

If the Tenant or any Agent appointed by him fails to keep an agreed appointment with the Landlord or the Landlord's Agent to check the Inventory and Schedule of Condition at the conclusion of the Tenancy the Tenant will pay all reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent keep the second appointment the Landlord or the Landlord's Agent will be entitled to check the Inventory and Schedule of Condition at the appointed time in the absence of the Tenant or his representative.

29 Notices

29.1 The Tenant agrees to promptly forward to the Landlord or to his Agent any notice of a legal nature delivered to the Premises touching or affecting the same its boundaries or neighbouring properties.

29.2 The Tenant agrees to allow onto the Premises any party that may reasonably require access to effect work to a neighbouring property or any boundary divide.

30 Leasehold Premises

Where the Premises are held by the Landlord under the Terms of a Head Lease and a copy of that Head Lease has been provided to the Tenant prior to the signing of this Agreement the Tenant hereby agrees to observe and

perform all of the Lessee's covenants contained within the Head Lease so far as they relate to the Tenant as occupier of the Premises.

Landlords Obligations

31 Tenants Enjoyment of the Premises

The Landlord will allow the Tenant to peacefully hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

32 Insurance

The Landlord will insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with an insurance company of repute under a householder's comprehensive policy.

33 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from Superior Landlords Mortgagees Insurers or others) have been obtained.

34 Repair

34.1 The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory and Schedule of Condition. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.

34.2 This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for making use of the supply of water and electricity) the Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

35 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom he will appoint a rent collection Agent in the UK to whom the rent due under the Terms of this Tenancy Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

36 Safety Regulations

- 36.1 The Landlord confirms that all the furniture and equipment within the Premises and detailed in the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.
- 36.2 The Landlord confirms that all gas appliances within the Premises and detailed in the Inventory and Schedule of Condition comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the safety check certificate will be given to the Tenant at the commencement of the Tenancy.
- 36.3 The Landlord confirms that all of the electrical appliances in the Premises and detailed in the Inventory and Schedule of Condition comply with the **Electrical Equipment (Safety) Regulations 1994**.

General

37 Obligations

The Landlord and the Tenant acknowledge that all clauses within this Agreement that require them to undertake or prevent specified acts also require them to prevent any other person(s) breaching the Terms of this Agreement.

38 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant then the Tenant will pay the amount incurred to the Landlord within 14 days of written demand.

39 Joint and Several Liability

Where "the Tenant" is more than one person the Tenant's liability under this Agreement will be joint and several and liability upon all persons named as Tenants in this Agreement. The Landlord is therefore entitled to enforce the Terms of this Agreement against all or any one of the Tenants as he deems appropriate until all liabilities falling upon "the Tenant" have been discharged in full.

Enforcement of Obligations

40 Breaches of this Agreement by the Tenant

- 40.1 If at any time during the Tenancy: -
- 40.1.1 The Tenant fails to pay the rent or any part of the rent for more than 14 days after the payment is due;
 - 40.1.2 The Tenant fails to observe or perform any Agreement or obligation under this Agreement;
 - 40.1.3 The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
 - 40.1.4 The Tenant leaves the Premises vacant or unoccupied without the written consent of the Landlord.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action will not alter any other rights or obligations provided for in this Agreement unless the Court or Tribunal rules otherwise.

41 Notices

- 41.1 The Landlord hereby notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is:
- 41.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant will be sufficiently served if sent by ordinary first class post to the Tenant at the Tenanted property or the last known address of the Tenant or left addressed to the Tenant at the Tenanted property. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

42 Destruction of the Premises

If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent will cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

43 Ground I of part I of Schedule 2 of the Housing Act 1988

The landlord gives notice to the tenant that possession of the premises may be sought under Ground I of part I of Schedule 2 of the Housing Act 1988 in that:-

At some time before the beginning of the tenancy the landlord, or in the case of joint landlords at least one of them, occupied the premises as his only or principal home; or, the landlord, or in the case of joint landlords at least one of them, requires the premises as his or his spouse's only or principal home.

44 Ground II of part I of Schedule 2 of the Housing Act 1988

The landlord gives notice to the tenant that possession of the premises may be sought under Ground II of part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are subject to a mortgage granted before the beginning of the tenancy and; 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 the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

SIGNED by the Tenant

Name }..... Date

Print name

Address1

Address2

Address3

Name }..... Date

Print name

Address1

Address2

Address3

Witness: }.....
(Full name and address)

INFORMATION ON YOUR STANDING ORDER

You have been asked to sign a standing order with this agreement for payment of your rent. The order will be retained by the Landlord to be forwarded to your bank.

If there is more than one tenant the standing order reference your bank will be asked to quote will be in the name of one tenant only this is not an error. Please use this reference in any future communications with your bank.

We have asked that you date your standing order for payment to commence by your bank at least four days prior to the anniversary date of your tenancy, e.g. if you sign on the 19th of the month your anniversary date is the 19th. The date your standing order should commence from is therefore the 16th. This will allow time for you payment to reach us on the correct due date.

Even when the bank has received and receipted the order to us we have often experienced a delay or non-payment of the first months rent resulting in rent arrears. Please would you check with your bank near the commencement date of the first order to ensure that the payment will be made on schedule?

We must also remind you that as this is a standing order you must contact your bank at the end of the tenancy to stop the payment to us.

We would like to thank you in advance for your cooperation with the above to ensure your rent is paid on time.