ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Relating to:

Between

And

Dated

Important Notice

This document contains the Terms of the Tenancy and sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of document referred to in this agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree and that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

THIS AGREEMENT IS MADE on the

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A.

("the Landlord")

AND

B.

("the Tenant")

Permitted Occupier(s):

Tenant 1 name

Tenant 2 name

AND IS MADE IN RELATION TO PROPERTY AT:

Service of Notice Address for the Landlord

The Landlord notifies the Tenant that according to section 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Property for a period of Twenty Four Months. The Tenancy shall start on and include and shall end on and include but subject to any release clause stated in Schedule 5.

2. The Rent

£_____ per calendar month ("The Rent") payable in advance.

3. Payment Method

The Tenant shall pay to the Landlord the sum of £_____ per calendar month in advance by standing order on the day of each month for every month of the tenancy. Bank details are:

4. Deposit Guarantee or Cash Deposit

4.1 The Tenant shall prior to the commencement of this Tenancy provide the Cash Deposit of five times the weekly rent in sum of \pounds in cleared funds. The Cash Deposit will by held by Deposit Protection Service (DPS). At the end of the Tenancy the Landlord shall return the Cash Deposit to the Tenant, without interest, subject to possible deductions set out in this Agreement.

4.2 The Tenant hereby confirms that he has the authority to enter into negotiations in order to agree the settlement of landlord's claim at the end of the tenancy.

4.3 The Tenant hereby confirms that, in the event of a beach of this agreement, also when the

Tenancy enters statutory periodic tenancy, the Tenant agrees to allow the Landlord to recover any cost, including legal costs, from the Tenant.

5. Fixtures and Fittings

The Tenancy shall include the Fixture and Fittings in the Property including all matters specified in the inventory and Schedule of Condition.

6. Type of Tenancy

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act

7. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 7.1 "The Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon termination or expiry of the Tenancy and anyone who later owns the Property.
- 7.2 "Tenant" means anyone entitled to possession of the Property under this Agreement.
- 7.3 "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligation under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.
- 7.4 "Permitted Occupant" or "Occupant" includes any person allowed to live at the Property under licence to the Tenant and whereby no tenancy is created between the licensee and the Tenant, nor the licensee and the Landlord.
- 7.5 "Agent" means the letting Agent that introduced the tenant to the Property.
- 7.6 "Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and common facilities.
- 7.7 "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
- 7.8 "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk, which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 7.9 "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 7.10 "Cash Deposit" means money held by the Deposit Protection Service in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 7.11 "Stakeholder" means the body who holds the deposit at any time from the moment it has been paid by the tenant until its allocations been agreed in writing by the parties to the tenancy agreement, determined by court.

- 7.12 "Notice Period" means the amount of notice that the Landlord or the Tenant must give to each other.
- 7. 13 "Stamp Duty Land Tax" means tax payable (if applicable) by the Tenant to the Stamp Office on signing of this Agreement, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on <u>www.hmrc.gov.uk/so</u>.
- 7.14 "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 7.15 "Superior Landlord" means the person for the time being who owns interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 7.16 "Head Lease" or "Superior Lease" means the document that sets out the promise the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 7.17 "Working day" means any day excluding Saturday, Sunday or a Bank Holiday.
- 7.18 The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request.
- 7.19 References to the singular include the plural and references to the masculine include the feminine.
- 7.20 The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 7.21 The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 7.22 "Relevant Person" in the Prescribed Page means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.

The Landlord and the Tenant agree:

To the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:

A. The Tenant will observe and perform the Tenant's obligations as set out in Schedule 1 to this Agreement

B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.

C. The Landlord and the Tenant agree and confirm the declarations, provision notices as set in Schedule 3 in this Agreement.

D. The Landlord and the Tenant will observe and perform obligations as set out in Schedule 4 to this Agreement.

E. **(Optional if special clauses)** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

Schedule 1 Obligation of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to claim against the Tenant under the Deposit Protection Service, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.

1. General

1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

1.2 To be responsible and liable for all the obligations under this Agreement as a joint and several Tenants if the Tenant forms more than one person if applicable, as explained in Definitions & Interpretation contained within The Main Terms of the Tenancy.

2. Paying Rent

2.1 To pay the Rent by as set out in clauses 2 and 3 of The Main Terms of the Tenancy whether or not it has been formally demanded.

2.2 Any monies paid by a third party as agent of, or on behalf of, the Tenant (including monies paid as rent before or during the Tenancy) do not constitute a tenancy between the Landlord and the third party or the Tenant and the third party.

3. Further Charges to be paid by the Tenant

3.1 To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies and to pay costs incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his main and principal home during the Tenancy.

3.2 To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:

- Gas
- Water including sewerage and other environmental services;
- Electricity
- Any other fuel charges
- Telecommunication including broadband, ADSL lines, cable and satellite if applicable.

3.3 To pay to the Landlord all reasonable cost and expenses, including legal, awarded by the Court or incurred by the Landlord for the following:

- Recovering or attempting to recover any Rent or other monies in arrears;
- The enforcement of any reasonable obligation of the Tenant under this Agreement;

- The service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

3.4 In the event that the Landlord agrees to request from the Tenant to be released from the tenancy agreement before the expiry of the fixed term, apart from according to a relevant break clause detailed in Schedule 5, if applicable. The Tenant hereby agrees to pay any re-letting costs incurred by the Landlord that have been negotiated and agreed between the Landlord and Tenant as a condition of the Landlord consenting to this request. This cost is to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum to be claimed from the Deposit Protection Service.

3.5 In the event that the landlord agrees to a request from a joint tenant (sharer) to be released from the tenancy agreement where the remaining joint tenants wish to remain and the Landlord has agreed to accept a replacement joint tenant to their passing referencing and immigration checks the Tenant hereby agrees to pay a fee of £50.00including VAT per tenant to cover the cost of the change of Sharer process to the Landlord. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be claimed from the Deposit Protection Service.

3.6 When a tenant has requested in writing for a variation or change to the tenancy agreement and the Landlord agrees to such a request, the Landlord will charge the reasonable costs to vary the tenancy agreement such charge will not exceed £50.00 including VAT.

3.7 A default fee will be charged for late payment of rent but only where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement) this will be calculated at 3% above the Bank of England's base rate for each da that the payment has been outstanding. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.8 The Tenant is responsible for ensuring that they look after the keys or equivalent security device for the property throughout the Tenancy. If the Tenant fails to do so, the Tenant will be responsible for covering the reasonable costs of replacement of the lost key(s) or equivalent security device(s). The Landlord will set out in writing to the tenant the basis for this charge(s). This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.9 To pay the television licence regardless of the ownership of the television set.

4. The Condition of the Property: Repair, Maintenance and Cleaning

4.1 To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

Fair wear and tear;

- Any damages caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;

- Repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);

- 4.2 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family or his visitors.
- 4.3 To inform the Landlord immediately (and preferably in writing) when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord obligations to repair the Property.
- 4.4 The Tenant agrees that where a contractor has made prior arrangement to meet the Tenant at the property for maintenance or safety inspections, that the Tenant will ensure to keep these appointments, failure to do so may incur a contractor charge for the Landlord where the Tenant is not home at the appointed time or fails to provide access without first providing at least 24 hours cancellation notice prior to the contractor visit. Therefore, the Tenant agrees to indemnify the Landlord against contractor costs resulting for missed pre-agreed appointments.
- 4.5 To keep the Property and Fixtures and Fittings in a clean and tidy condition.
- 4.6 To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.
- 4.7 To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the tenancy.
- 4.8 To test all alarms at least once a month to ensure all smoke alarms and carbon monoxide detectors remain in good working order by replacing batteries where necessary.
- 4.9 To inform the Landlord promptly if any smoke or carbon monoxide alarm requires maintenance or repair.

- 4.10The Tenant must not burn any solid fuel at the property without the written permission of the Landlord, which should not be unreasonably withheld.
- 4.11 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family or his visitors.

4.12 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

4.13 To replace all dead or broken electric light bulbs, fluorescent tubes, fuses and batteries.

4.14 To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement, or replace any damaged items with articles of the same sort and equal value.

4.15 To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

4.16 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. If there is condensation, the Tenant must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

4.17 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

4.18 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by negligence of, or the misuse by the Tenant, his family or any visitors.

4.19 To Take all reasonable precautions to prevent infestation of the Property, including but not limited to vermin, fleas, insects and bee, wasp and hornet nests and provided the Property was not infected at the commencement of the Tenancy, and to pay for eradication of any infestation caused by negligence, action or lack of action of the Tenant, his family, or his visitors and to contact the proper authorities with details of any occurrence of any noticeable infectious or contagious illness or disease.

4.20 To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

- 5. Insurance
- 5.1 Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses covered b y the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

- 5.2 To pay to the Landlord all reasonable sums paid by the Landlord for any increases in insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family or his visitors to comply with clause 5.1 of Schedule 1 of this Agreement.
- 5.3 To inform the Landlord (preferably in writing) of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 5.4 To provide the Landlord with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 5.5 The Tenant is advised that any insurance held by the Landlord will NOT cover the Tenant's contents or personal possessions. It is the Tenant's responsibility to insure these.
- 5.6 The Tenant must be held liable for any damages, including damage caused accidentally, to the Landlord's property and its contents, fixtures and fittings. The Tenant should ensure he has appropriate insurance cover to help avoid any unnecessary claims against his deposit for any damage that may occur during the tenancy term.
- 6. Access and Inspection
- 6.1 To allow the Landlord, the Agent any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant no less than24 hours written notice. The Tenant is only required to allow access when:
- 6.1.1 The Tenant has not complied with a written notice under clause 4.3 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
- 6.1.2 The Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);
- 6.1.3 A professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Property.
- 6.1.4 The safety check of the gas appliances is due to take place;
- 6.1.5 The Landlord or the Agent wishes to inspect the Property;
- 6.1.6 To comply with statue and the proper request of any statutory body.
- 6.2 To allow the Property to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.
 - 6.3 To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property, during the last two months' of the Tenancy.

6.4 To permit access by appointment (which shall not be unreasonably withheld) to the Property to the owner of a neighbouring property or their authorised workmen or other professional advisors in order to carry out any work required in accordance with the Party Wall etc. Act 1996.

7. Assignment

7.1 Not to assign, sublet, part with or share the possession of all or part of the Property with any other person without a Landlord's written consent, which will not be unreasonably withheld.

7.2 Not to take in lodgers or paying guests to include any form of short term lets through Airbnb or

similar organisation or allow any person other than the person named as the Tenant or Permitted Occupier in this Agreement to occupy or reside in the Property unless the Landlord has given written consent, which will not be unreasonably withheld subject to being eligible to reside/rent in the UK under the immigration Act 2014.

8. Use of the Property

8.1 To use the Property only as a private residence for the occupation of the Tenant(s) and any permitted occupiers named in this agreement.

8.2 Not to register a company or any form of business at the address of the Property.

- 8.3 Not to run a business from the Property.
- 8.4 Not to use the Property for any illegal or immoral purpose.
- 8.5 Not to hold or allow any sale by auction at the Property.

8.6 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any condition required for the legal use of such restricted substances.

8.7 Nuisance and Anti-Social Behaviour

Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the Landlord, other tenants, or neighbours within the locality. Anti-social behaviour includes minor problems with dogs, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status.

Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.

8.8 Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord which will not be unreasonably withheld.

8.9 Not to alter nor interfere with the construction or arrangement of the Property, or the Landlord's Fixtures and Fittings.

8.10 Not to damage the floors, wiring, pipes or drains of the Property.

8.11 Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property.

8.12 Not to remove the Fixture and Fittings of the Property or to store them in any way or place inside or outside the Property (including any loft, cellar, garage or outbuilding) which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

8.13 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord which will not be unreasonably

withheld.

8.14 To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.13 of Schedule 1 above.

8.15 Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.

8.16 Not to alter, injure or affix anything to the walls of the Property, or hang any posters, pictures or other items in the Property using blu-tac, sellotape, picture hooks, nails, adhesive or their equivalents.

8.17 Not to hang any washing outside the Property except in properly designated areas.

8.18 Not to store furniture or possessions in the Property in excess of that reasonably required for the Tenant's living requirements.

8.19 To leave the Fixture and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

8.20 Not to sell or otherwise dispose of the Landlord's Fixtures and Fittings without the Landlord's prior written consent.

8.21 Not to place or leave anything in any common area of the building (if any).

8.22 Not to throw or allow to be thrown anything whatsoever from the windows of the Property.

8.23 Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitors to smoke tabacco, vape or smoke e-cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any other visitors to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks (or similar) or smoking in the Property.

8.24 Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; of if the Property is freehold to barbecue only in designated areas as agreed with the Landlord.

8.25 To empty the septic tank regularly and at the End of the Tenancy if it has been emptied prior to the start of the Tenancy and proof provided to the Tenant by the Landlord or the Agent, if applicable.

8.26 To keep the oil or LPG tank filled during and at the End of the Tenancy and provide proof to the Landlord or the Agent provided it was filled at the commencement of the tenancy, if applicable.

8.27 To pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled or remove an air lock, if applicable.

9. Utilities and Council Tax

9.1 To notify (and provide meter readings where appropriate) to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and the local authority that is Tenancy has started.

9.2 To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.

9.3 Not to tamper, interfere with, alter or add to the installations or meters relating to the supply of such services to the Property and not to install any water meter or pre-payment meter without the written consent of the Landlord, which will not be unreasonably withheld.

9.4 Not to change the telephone number without consent of the Landlord.

9.5 To inform the Landlord of the change of telephone number promptly when the tenant is given the new number.

9.6 Not to change accounts of any utility to a new supplier more than once without the written consent of the Landlord.

9.7 To inform the Landlord promptly of the name, address and account number of the new supplier upon transfer.

9.8 To pay any costs incurred by the Landlord in transferring accounts back to the original supplier at the end of the Tenancy.

9.9 To pay the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 3.2 Schedule 1 or by anything done or not done by the Tenant.

9.10 To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.

9.11 To allow the landlord to disclose the Tenant's relevant details to a utility supplier comparison service for the purpose of changing utility providers.

9.12 To provide a forwarding address to the supplier of the water and sewage service at the end of the Tenancy in order that any outstanding invoices may be settled. The Tenant agrees that should he not do so (and the Landlord is unaware of the Tenant's forwarding address) then the Tenant will remain liable for any cost incurred by the Landlord because the Tenant failed to notify the supplier accordingly.

10. Animals and Pets

10.1 Not to keep animals or birds or reptiles (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

11.1 To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of more than 21 consecutive days during the Tenancy.

11.2 To comply with any conditions set out in the Landlord's insurance policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

11.3 If you do leave the premises empty for any period of seven days or more, when you return you must run all taps in sinks, basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant and to clean all shower heads every three months to reduce the risk from Legionella bacteria building up in static water.

- 12. Locks and Alarms
- 12.1 To fasten all locks and bolts on the door and windows when the Property is empty and at night.
- 12.2 To set the burglar alarm, if applicable, when the Property is vacant.

12.3 To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

12.4 Not to install or change any locks in the Property without prior consent of the Landlord, which will not be unreasonably withheld, except in an emergency. In such case the Tenant agrees to provide the Landlord with one set of keys to the new locks as soon as reasonably possible.

12.5 Not to have any further keys cut for the locks to the Property without the written consent of the Landlord, which shall not be unreasonably withheld, and in such case to notify the Landlord or the Agent of the number of additional keys cut.

13. Garden (if any)

13.1 To keep the garden, window boxes and patios, if any, in the same condition and style as at the commencement of the Tenancy.

- 13.2 To keep the widow boxes, brooders, paths and patios, if any, in good order and weeded.
- 13.3 To cut the grass regularly during the growing season.

13.4 Not to lop, prune, remove or destroy existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord, which will not be unreasonably withheld.

13.5 Not to alter the layout of the garden nor remove any garden furniture or ornaments.

13.6 To provide water for plants, trees, shrubs and grassed area unless water provider prohibits this. The Tenant shall not be liable for any plant dying, provided it has been regularly watered according to its type.

13.7 To allow any person authorised by the Landlord, if applicable, access to the Property for the purpose of attending to the garden by prior mutually agreed appointments, which shall not be unreasonably withheld.

14. House Plants

14.1 To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any houseplant that has been left in the Property, if the houseplant dies.

15. Cars and Parking

15.1 To park in the car parking space, garage or driveway allocated to the Property, if applicable.

15.2 To keep any garage, driveway or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the tenant, his family, contractors or visitors.

15.3 To remove all vehicles belonging to the Tenant, his family or visitors at the end of the tenancy.

15.4 Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

16. Refuse

16.1 To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.

16.2 To place all refuse in the dustbin or receptacle made available.

16.3 To dispose of all refuse through the services provided by local authority and comply with any local authority regulations and bylaws.

17. Notices

17.1 To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant and in particular any notices or orders under the Party Walls Act 1996.

17.2 To forward all correspondence addressed to the Landlord at the Property to the Landlord promptly.

18. Inventory and Checkout

18.1 To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if a signed cop with any amendments or alternations is not returned to the Landlord within seven days of its receipts by the

Tenant.

18.2 To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

19. Head Lease (if any)

19.1 To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property provided a copy of the obligations is attached or included within (in Schedule5) this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.

20. Energy Performance Certificates

20.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirement of Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. End of Tenancy

21.1 To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

21.2 To arrange for the reading of gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9 of Schedule 1 and to the local authority.

21.3 To provide any alarm codes and return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

21.4 To pay for the cost of replacement remote controls, or other security devices that have been lost or not returned at the end of the Tenancy.

21.5 To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

21.6 To remove or pay for the removal of all refuse and rubbish belonging to the Tenant a the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

21.7 To remove all belongings, personal affects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.

21.8 To vacate the Property within normal office hours or at a time agreed with the Landlord or the Agent.

21.9 To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

21.10 To pay all reasonable removal and/or storage charges when small items are left in the Property, which can be easily moved and stored by the Landlord for a maximum of fourteen days.

21.11 Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant, that items have not been cleared and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

21.12 To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

22. Period Tenancy

22.1 If the Landlord agrees to allow the Tenancy to become periodic and the Tenant accepts the offer then should the Tenancy become periodic at the end of this fixed term of this Agreement then the Tenant acknowledges that he must give the Landlord no less than one month's written notice which must also expire on the last day of a period of the continuation tenancy.

- 23. Confirmation of Landlord
- 23.1 The Tenant hereby acknowledges the following
- That the Landlord is

- That the landlord's address is 87 Mansfield Road, Nottingham, NG1 3FN, Nottinghamshire, England

24. Immigration Act 2014 – Right to Rent

24.1 The Tenant hereby confirms to the Landlord that any person named as Tenant or Permitted Occupier in this Agreement have a current Right to Reside/Rent in the UK under the rules of the Immigration Act 2014, and will immediately advise the Landlord or Agent in writing when any Tenant's Time-Limited Right to Reside has expired, or has not been renewed or withdrawn by the Home Office.

Schedule 2

Conditions to be kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

1. Quiet Enjoyment

.1 To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through, or in trust of the Landlord.

2. Consents

2.1 The Landlord confirms that he is the sole owner of the Property and to confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer or others).

3. Statutory Repairing Obligations

3.1 To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988(. These sections impose on the Landlord obligations to repair and keep in good order:

3.1.1 the structure of the Property and exterior (including drains, gutters and pipes);

3.1.2 certain installations for the supply of water, electricity and gas;

3.1.3 sanitary appliances including basins, sinks, baths and sanitary conveniences;

3.1.4 space heating and water heating;

but not other fixtures, fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.3 of

Schedule 1 of this Agreement.

3.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

4. Insurance

4.1 To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.

4.2 To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

5. Other Repairs

5.1 To Keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixture and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family or visitors.

5.2 To provide and maintain the Fixtures and Fittings in good repair and replace any of the items that may become defective due to fair wear and tear during the Tenancy except if the damage has been caused by the Tenant, his family or any visitors, insofar as the Tenant is liable to keep the Property in repair under Schedule 1 of this Agreement.

5.3 To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or the Tenant's visitors and to have all boiler stoves and any other appliance powered by solid fuel gas or oil services annually by a qualified contractor.

6. Safety Regulations

6.1 To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended in 1993.

6.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.

6.3 To ensure that any electrician carrying out electrical work at the Property is a competent person and is a member of an approved scheme.

7. Smoke and Carbon Monoxide Alarms

To confirm that from 1st October 2015 the Property complies with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that the landlord has installed a smoke alarm on every floor and carbon monoxide alarm in every room where a solid fuel appliance is present. The landlord hereby confirms these were checked at the start of the tenancy.

8. Energy Performance Certificate

8.1 To make a copy of the current Energy Performance Certificate available to the Tenant before the commencement of the tenancy.

9. Head Lease (if any)

9.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.

9.2 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

9.3 To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.

9.4 To pay all charges imposed by any Superior Landlord for granting this Tenancy.

10. Other Taxes

10.1 To pay all taxes, service charges and other outgoings payable in respect of the Property during the tenancy except for Council Tax or other charges agreed to be paid by the Tenant.

11. Inventory and Check Out

11.1 To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

11.2 To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

12. Possessions and Refuse

12.1 To remove or pay for the removal of all rubbish and items which are not to be left by the Landlord for the Tenant's use during the Tenancy.

Schedule 3

General Conditions

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and the Tenant as follows:

1. Forfeiture Clause, Ending the Tenancy and Re-entry

1.1 If at any time:

1.1.1 The rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2 If any agreement or obligation of the Tenant is not complied with; or

1.1.3 If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 7a, 7b, 8, 10, 11, 12, 13, 14, 14ZA, 15 or 17 are made out (see Definitions); the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the county Court Bailiff. When the Bailiff enforces a possession order the right for he Tenant remain in the Property will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligation under this Agreement.

2. Early Termination

2.1 If the Tenant vacates the Property during the Term apart from according to any agreed break clause, which is not included within the Agreement, the Tenant will remain liable to pay Rent, council tax, utilities and any other monies payable under this Agreement until the Term expires.

3. Interruptions to the Tenancy

3.1 If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of

re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant. In such case either party may immediately terminate this Agreement by giving written notice to the other party and any rent ready paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid to the Tenant by the Landlord.

4. Data Protection Act 1998

4.1 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, the Deposit Protection Service and any other Deposit Protection Scheme in the event of a dispute or any other interested third party upon formal request.

5. Repossession of Mortgaged Properties (if applicable)

5.1 Owner Occupier: Ground 1

The landlord gives notice to the Tenant that possession of the Property may be sought under Ground 1 of Part 1 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 Landlord at least one of them, occupied the Property as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Property as his or his spouse's only or principal home. Mortgagee: Ground 2

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Property is 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 Property for the purpose of disposing of it in exercise of that power and either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

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

OR

The Property is 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 Property for the purpose of disposing of it in exercise of that power. For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Mortgagee: Ground 2

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Property is 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 Property for the purpose of disposing of it in exercise of that power and either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

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

The Property is 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 Property for the purpose of disposing of it in exercise of that power. For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Mortgagee: Ground 2

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Property is 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 Property for the purpose of disposing of it in exercise of that power and either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

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

OR

The Property is 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 Property for the purpose of disposing of it in exercise of that power. For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

6 Notices

6.1 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in this Agreement under "The Particulars – Service of Notice Address for the Landlord" any notice or other communication which is delivered or posted to the Property using recorded delivery.

6.2 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices are sent by registered, or recorded delivery post the documents will deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later.

6.3 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 5.1 of Schedule 3 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post address to the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered upon group if delivered two working days later.

6.4

Schedule 4 Dealing with a Claim under the Deposit Protection Service

1.1 The Landlord or the Agent shall notify the Tenant in writing of any claim deduction against the Deposit to be made under this Agreement within thirty days of the end of or earlier termination of the tenancy except in case of dispute. That notice shall specify the amounts to be claimed and the reasons for any claims made.

1.2 At the end of the tenancy, the inventory and check-out are completed and if the Landlord agree the Property is left in a satisfactory condition with no outstanding rent, damages, missing items or bills, as set out (1.6) below there is no further action required.

1.3 Where there is any damage to the Property, missing items or unpaid rent, which is claimed by the Landlord under clause 1.6 below the tenant, needs to agree and allocate the Landlord the agreed sum. Should the Tenant dispute the Landlord's claim, the dispute will be sent to Deposit Protection Service.

1.4 If the amount of the Landlord's claim exceeds the amount of the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.

1.5 The Landlord or the Agent may claim to compensate the Landlord for losses caused for any or all of the following reasons:

- Any damage to or cleaning of the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of terms of this Agreement by the Tenant;

- Any damage caused or cleaning required due to pets, animals, reptiles, birds or fish occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement in Schedule 2);

- Any rum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid directly to the Landlord, or the Agent, by the local authority;

- Any other breach by the Tenant of the terms of this Agreement;

- Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;

- Any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;

- Any unpaid council tax;

- Any unpaid telephone charges;

- In respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord

1.6 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord had protected the deposit with Deposit Protection Service.

Schedule 5 Special Clauses (if any)

No Break Clause

Signatures to the Agreement "DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT"

SIGNED BY LANDLORD

Signature

Print name:

SIGNED BY TENANT

Signature

Print name:

Prescribed Information for Assured Shorthold Tenancies Deposit Protection Service

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose.