

TENANCY AGREEMENT

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996). Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the Landlord and Tenant. You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.

In this Agreement the clauses are written in plain English and once signed and completed it becomes a contract between you and your Landlord.

BY WAY OF EXPLANATION

- ❖ **“Administration Costs”** means the costs and charges associated with the setting up and running of the tenancy, including the costs of checking the Property at the end of the tenancy.
- ❖ **“Cleared funds”** means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) or the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.
- ❖ **“The Deposit”** means the sum set out on page 2 of this Agreement and described in Clause 2 of this Agreement.
- ❖ **“The Joint and several”** means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the tenancy individually as well as jointly with the others.
- ❖ In this Agreement the word **“Landlord”** includes all those people listed on page 2 of this Agreement as being the joint or sole landlord of the property, and their successors in title from time to time.
- ❖ The **“Landlord’s Agent”** means any persons authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the tenancy; a letting agent or a solicitor, for example.
- ❖ If the Landlord appoints an agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- ❖ **“Stakeholder”** means an agent for the Landlord and for the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant.
- ❖ The word **“Tenant”** includes all those persons listed on page 2 of this Agreement as being joint and several Tenants of the Property [and any person in whom the tenancy is vested from time to time].
- ❖ References to the masculine gender in this Agreement will include the feminine and the singular will include plural.

1. **THE MAIN TERMS OF THE AGREEMENT**

Date:

Landlord: _____

Address: _____

The Tenants: _____

The Term of the Tenancy:

From _____ to _____

The Rent Payable: £_____pcm

Utilities included in the rent are those for gas, electricity, water and TV licence. It is agreed that the rent covers reasonable usage of the included utilities. Rent will not cover unreasonable wastage of the included utilities.

The Rent Due Date: (in cleared funds in advance on)

01/07/2017 – £_____

01/10/2017 – £_____

01/01/2018 – £_____

01/04/2018 – £_____

The Deposit: £_____

The rent is to be paid by bank standing order, direct bank transfer or by debit or credit card.

This agreement is an Assured Shorthold Tenancy and on signing the document, the Tenant will pay the following amounts of money (which have been previously notified to the Tenant.)

Administration Costs: £_____

Initial rent at £_____ covering the period: _____ to _____

The Tenants agree to pay a half Rent retainer over the months of July and August for non-occupation during these months. If occupation is required during this period, full rent is payable from the date of move in up to and including 31 August when the retainer period ends. Permission to live in the Property during July and August will not be unreasonably withheld by the Landlord.

2. **THE DEPOSIT**

- 2.1 The Tenant agrees to pay to the Landlord or the Landlord’s Agent the Deposit when referencing is complete and the application for the property accepted.
- 2.2 The Deposit paid by the Tenant is held as security for the performance of the Tenant’s promises and agreements under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement. This will be returned at the end of the tenancy as long as both parties agree to the condition of items and property as per original inventory report.
- 2.3 During the tenancy, the Deposit will be held in the Deposit Protection Service. (DPS)
- 2.4 No interest will be paid to either the Landlord or to the Tenant on the Deposit.

At the end of the tenancy the following sequence of events will take place.

- 2.5 After the tenancy has ended and the Tenant has vacated the property, the Landlord or the Landlord’s Agent will arrange an inventory check out of the Property as soon as can be arranged within normal working hours. The Tenant may arrange to be present at the inventory check out.
 - 2.5.1 As soon as practical after the Tenant vacates, the Landlord or the Landlord’s Agent will draw up a written report (“the report”). The report will contain a full list and costing of any damages or defects to the property, furniture, fixtures, contents and effects as listed in the original inventory report.

- 2.5.2 The Landlord or the Landlord's Agent will present the report to the ex-Tenant within a reasonable time of its completion.
- 2.5.3 The Landlord or the Landlord's Agent will administer the Deposit in accordance with the manner in which it has been agreed that the Deposit will be held at (2.3) above.
- 2.5.4 In the event of any dispute between the Landlord and the ex-Tenant concerning any deductions from the Deposit, or any other monies due to the Landlord or due to the Tenant at end of the tenancy, the Landlord and the Tenant will endeavour to find a means of resolution by negotiation, mediation, arbitration, the DPS dispute resolution service or reference to a court. This in no way restricts the right of the Landlord and the Tenant to choose whatever legal means are available to help them seek a solution to a dispute.

3. THE TENANT'S OBLIGATIONS

WHAT THE TENANT MUST PAY FOR AND HOW THE TENANT MUST LOOK AFTER THE PROPERTY. THE TENANT PROMISES THE LANDLORD:

3.1 Rent

To pay the Rent in cleared funds in advance by the Rent Due Date specified on page 2 of this Agreement in the manner specified by the Landlord, if any.

All invoices are due for payment as per agreed dates set out within this contract (Rent Due Date). Any invoice outstanding beyond this period will be referred to an approved collection agency and will be subject to a surcharge to cover the collection costs involved. This surcharge together with all other charges and legal fees incurred will be the responsibility of the tenant and will be legally enforceable.

3.2 Services

3.2.1 To pay for all services to the Property: The gas, electricity, water rates (if applicable and if not included in the Rent), council tax if applicable (or any other property tax if applicable), telephone line rental and call charges and television licence fee.

3.2.2 At the start of the tenancy, it is the tenant's responsibility to arrange with the relevant provider to connect these services in the name of the Tenant and to maintain all these services for the total length of the tenancy paying all standard charges and all charges for the consumption of these services. For the avoidance of doubt, the full length of the tenancy includes and all retainer period.

3.2.3 The Tenant will not allow any of these services to be discontinued or disconnected at any time.

3.2.4 The Tenant may not change the meters of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will be responsible for all charges associated with any such change.

3.2.5 The Tenant will pay promptly all correct accounts for these services at the end of the tenancy following final readings and billings.

3.3 Administration Costs

To pay administration costs for the preparation and completion of this Agreement (as previously detailed and notified in writing to the Tenant).

Any Tenants wishing to leave the tenancy during the fixed term must find a replacement tenant, and will be responsible for the Rent until the new Tenant signs the Tenancy Agreement. Tenants leaving during an ongoing tenancy will be subject to a £125.00 administration fee upon the new Tenancy Agreement being signed. New Tenants will be subject to a £50 referencing fee.

3.4 Correspondence

To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property, for example any application for planning permission or notification of proposed works in the local area.

3.5 The Manner of Use of the Property

To use and look after the Property in a proper and tenant-like manner throughout the tenancy.

To protect the Property, and, in particular, to keep the inside of the Property and all furniture fixtures contents and effects described in the original inventory report in good condition.

For the avoidance of doubt, the Tenant will not be responsible for fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the tenancy) or

- 3.5.1 Any damage caused to the Property by fire and other insured risks where the Landlord has appropriate insurance in place. The Tenant promises the Landlord not to do anything which might adversely affect the Landlord's insurance policy.

The Tenant is responsible for:

- 3.5.2 To replace glass broken by the Tenant (or the Tenant's family or guests) in a proper and workmanlike manner and promptly after damage has occurred.
- 3.5.3 To replace light bulbs and florescent tubes that fail during the course of the tenancy at the Tenant's own expense.
- 3.5.4 To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
- 3.5.5 To notify the Landlord or the Landlord's Agent promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.
- 3.5.6 To look after the furniture, fixtures, contents, and effects in the Property as listed and agreed in the original inventory report and to protect them from destruction or damage.
- 3.5.7 If any furniture, contents or effects in the Property are destroyed or damaged during the tenancy to pay for any repair that may be necessary or replace the article with a matching article of a similar kind and of equal value. This obligation excludes liability for:
- 3.5.7.1 Fair wear and tear, which is to be agreed at the end of the tenancy and
- 3.5.7.2 Destruction or damage for which the Landlord is insured and which the Landlord is able to put right following a successful insurance claim under the Landlord's insurance policy.
- 3.5.8 To take all reasonable precautions and to exercise a reasonable degree of diligence to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather, and generally during the winter months of November to March (inclusive).
- 3.5.9 To hand back to the Landlord at the end of the tenancy the furniture, fittings, contents and effects and the Property itself in the state and condition specified in the original inventory report together with any substituted replacement articles in a good state, setting the Property out in the same order as at the start of the tenancy as listed and described in the original inventory report (fair wear and tear excepted – see clause 3.5.7).

3.6 The Garden

To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the tenancy. In particular:

- 3.6.1 To cut the grass at appropriate regular intervals and keep the borders and paths of the Property reasonably free from weeds.
- 3.6.2 To protect the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular to preserve any plants of particular value listed in the original inventory report, including the watering and preservation of any house plants listed in the original inventory report.
- 3.6.3 Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden of the Property (if any) except for appropriate pruning and trimming including the regular cutting of hedges to their existing height and shape at the start of the tenancy.
- 3.6.4 To hand back the gardens and grounds of the Property to the Landlord at the end of the tenancy in the state and condition described in the original inventory report, subject to seasonal adjustment.

3.7 Drains and Pipes

To keep the drains and sanitary apparatus of the Property, including water and waste pipes and ducts, free from obstructions caused by the Tenant.

3.8 Reporting to the Landlord

To promptly report to the Landlord or the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.

3.9 Absence from the Property

To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord or the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.

N.B. In the event of a failure by the Tenant to comply with any of the provisions to protect the Property during the tenancy, the Tenant may be responsible for any damage or destruction to the Property caused by the Tenant's negligence and the Landlord may pursue such a claim by legal action.

3.10 Cleaning

- 3.10.1 To wash, iron and press linen, bedding and curtains in the Property as often as necessary and at the end of the tenancy
- 3.10.2 To vacuum and clean all soft furnishings in the Property as often as necessary and at the end of the tenancy.
- 3.10.3 To clean the inside and outside of the windows of the Property as often as necessary and at the end of the tenancy, but only in domestic situations where it is reasonable, safe and practical to do so.
- 3.10.4 To clean all rooms within the Property, particularly the kitchen and bathroom, and all furniture, fittings, contents and effects listed in the original inventory report as often as necessary and at the end of the tenancy.

3.11 The Check Out

The tenant may attend the check out of the Property with the Landlord or the Landlord's Agent at the end of the tenancy in order to examine the condition and cleanliness of the Property and of all furniture, fixtures, contents and effects listed in the original inventory report.

3.12 Inspections and Visits

- 3.12.1 The Tenant promises the Landlord that the Tenant will permit the Landlord, a Superior Landlord if any, or the Landlord's Agent or the Superior Landlord's Agent, with or without workman to visit, inspect, repair and maintain the Property during reasonable hours provided they have given reasonable formal notice at least 24 hours written notice in advance of the proposed visit. It is agreed that such notice is not to be necessary if there is an emergency at the Property.
- 3.12.2 After such a visit to the Property the Landlord or the Landlord's Agent may give the Tenant a written statement of any damage, cleaning, defects or other alleged breaches of this Agreement by the Tenant so that the Tenant has an opportunity to make good the matters contained in the written statement during such reasonable time frame as may be agreed between the Landlord and the Tenant. In the absence of agreement, and of exceptional circumstances, that time frame will be 14 days.
- 3.12.3 Following such reasonable time for making good the matters contained in the written statement, a further visit may be made to the Property by the Landlord or the Superior Landlord if any, or the Landlord's Agent or the Superior Landlord's Agent.
- 3.12.4 If the Tenant fails to make good the matters contained in the written statement within a reasonable time (and no reasonable explanation can be given) the Tenant will permit the Landlord, the Landlord's Agents or workman employed by the Landlord access to visit the Property by appointment and at reasonable times to make good the matters contained in the written statement.
- 3.12.5 Subject to the existence of any legitimate dispute between the Landlord and the Tenant, the Tenant will pay to the Landlord the reasonable costs incurred by the Landlord within reasonable time of production by the Landlord of itemised bills for the making good of the matters contained in the written statement.

3.13 Re-Letting

The Tenant agrees to visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property during the tenancy provided 24 hour notice has been given by the Landlord or the Landlord's Agent. Where a property has individual bedroom door locks, these are required to be left open for the period of the viewing. Should individual rooms be left locked and access denied to the Landlord or Landlord's Agent for the purpose of re-letting, the tenant will pay a £25.00 charge per room, per visit.

3.14 The Use of Management Keys

If the Landlord or Landlord's Agent hold keys to the Property then in the event of any appointment not being easily agreed, the Landlord or Landlord's Agents with or without workman may gain access to the Property using the keys if that arrangement is formally agreed 24 hours in advance with the Tenant.

3.15 Smoke and Carbon Monoxide Detectors

After the start of the tenancy, it is the tenant's responsibility to and test all smoke and CO detectors regularly to make sure they are in working order. Testing monthly is generally considered an appropriate frequency for detectors. It is the tenant's responsibility to ensure that batteries in detectors are replaced when and where appropriate.

4. RESTRICTIONS ON THE TENANT

WHAT THE TENANT MUST NOT DO. WHAT THE TENANT PROMISES THE LANDLORD:

4.1 Furniture

Not to remove from the main rooms of the Property the furniture, fixtures, contents and effects listed in Schedule A to this Agreement, and not to store any such item in the roof space, garage or outhouse of the Property because of the increased risks of damage.

The Tenant may bring onto the Property his own furniture contents and effects provided they are suitable and of appropriate quality. The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.

4.2 Underletting etc.

Not to under-let, charge or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.

4.3 Assignment

Not to assign the remainder of the tenancy without the Landlord's formal consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them.

4.4 User

4.4.1 Not to use the Property other than as a private residence for the Tenant and his immediate family.

4.4.2 Not to carry on, or permit to be carried on, any professional trade or business from the Property.

4.4.3 Where the Tenant is a corporation, any employee of the Tenant together with his family who wishes to occupy the Property must be formally approved by the Landlord or the Landlord's Agent such approval not to be withheld or delayed.

4.5 Security

4.5.1 Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks available and setting any burglar alarm fitted to the Property. Both the Landlord's insurance policy and/or the Tenant's insurance policy could be invalidated if this is not done on every occasion.

4.5.2 Not to alter, change or install additional locks on any doors and windows in and about the Property or have any additional made for existing locks (save in the event of emergency) without the formal consent of the Landlord or Landlord's Agent, such consent not to be unreasonably withheld or delayed.

4.5.3 If, with the Landlord's consent, additional keys are made then a list stating the number of sets of keys in existence is to be sent to the Landlord or the Landlord's Agent and is to be retained with this Agreement. At the end of the tenancy the Tenant will hand back all such additional keys together with all original keys to the Property at no cost to the Landlord.

4.5.4 In the event that any keys to the Property are lost, the Tenant will notify the Landlord or the Landlord's Agent immediately, and the Tenant will pay to the Landlord reasonable costs in replacing the locks involved within a reasonable time of receiving a written request for payment.

4.5.5 Not to change the burglar alarm code for the Property (if any) without the formal consent of the Landlord or Landlord's Agent (save in the event of emergency), such consent not to be unreasonably withheld or delayed. Following any change in the burglar alarm code for the Property to notify the Landlord or Landlord's Agent of any new code immediately.

4.6 Nuisance

4.6.1 Not to cause a nuisance or annoyance to occupiers of near-by properties.

4.6.2 Not to use or play any electrical equipment or musical instrument or practice singing at the Property so as to cause annoyance to occupiers of near-by properties.

4.6.3 Not to create any excessive noise clearly audible outside the Property, in particular between 11:00pm and 9:00am (inclusive).

4.7 Insurance

Not to compromise or invalidate any insurance policy on the Property or to cause the premiums to be increased above the normal level for a rented property like the Property.

4.8 External Appearance

- 4.8.1 Not to allow a flag placard sign or poster of any description to be displayed so as to be visible outside the Property.
- 4.8.2 Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds.

4.9 Washing etc.

Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose. The drying of wet clothes within the Property may cause damage or condensation thus leading to mould growth in the Property. If this is the case the Tenant will be charged for the removal of any mould and any damage it may cause as well as repainting the affected area to bring back the condition in the original inventory report. The liability for repair of mould growth lies with the Tenant on the case of non ventilation of the Property by the Tenant.

4.10 Solid fuel appliances

All solid fuel burning appliances at the property including, but not restricted to, wood burners and fireplaces are deemed to be decorative unless otherwise agreed in writing between the tenant and the landlord/landlord's agent. No solid fuel burning appliances are therefore to be used without express written permission from the landlord/landlord's agent.

4.11 Storage

Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in the original inventory report.

Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property. Whilst this restriction does not include matches, it does include candles and other naked flames which could create a danger to the safety of the Property and its occupants.

4.12 Waste – Not to commit “waste” at the Property

This legal expression means:

- 4.12.1 Not to commit any act which causes wilful or negligent deterioration of the Property and of the furniture, fixtures, contents and effects listed in the original inventory report. Acts which causes wilful or negligent deterioration of the Property and of the furniture, fixtures, contents and effects listed in the original inventory report which may include, for example, demolishing part of the Property or placing hot objects on unprotected furniture or cutting down trees.
- 4.12.2 Not to fail to act to prevent or stop further damage to the Property and to the furniture, fixtures, and contents and effects listed in the original inventory report. Appropriate action to prevent or stop further damage to the Property and of the furniture, fixtures, contents and effects listed in the original inventory report which may include, for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room affected by flooding. This obligation does not alter the understanding of fair wear and tear.

4.13 Animals

Not to keep animals at the Property. The Tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if he believes it reasonable to do so and may apply reasonable conditions.

4.14 Alterations and Additions

Not to make any alterations or additions to the Property or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.

4.15 Satellite Dishes

Not to erect a satellite dish or any electronic reception device or to install or alter wiring at the Property without formal written consent from the Landlord or Landlord's Agent and Agreement as to the method and type installation, such consent not to be unreasonably withheld. At the end of the tenancy if the installation and wiring is removed by the Tenant or the Tenants contractor or at the request of the Landlord, then the reasonable costs of the removal, reinstatement and making good of the Property will be met by the Tenant.

4.16 Alterations etc.

Not to alter in any way or add to the construction and/or arrangement of the Property either internally or externally.

If the Tenant wishes to re-decorate at the Tenant's own expense the Tenant shall seek formal written consent from the Landlord who will give consideration to the methods and colours proposed and whose consent to the changes will not be unreasonably withheld.

4.17 Decorations etc.

Not to cause any damage to the decorations and to any internal or external surface of the Property. In particular:

- 4.17.1 Not to fix pictures or posters to any wall by means of additional wall piercing or fixing devices.
- 4.17.2 Not to use sticky tape or adhesive fixing devices on the internal or external surfaces of the Property (including "White or Blue Tak") as this may damage on the decoration of the Property.
- 4.17.3 If the Tenant seeks to display material on the walls of the Property using any form of fixing, the Tenant must seek the Landlord or the Landlord's Agent formal written consent, such consent will not be unreasonably withheld on terms that the Tenant will be responsible for the costs of putting right any decorations damaged by such additional fixings at the end of the tenancy, alternatively that the Tenant will reimburse the Landlord the reasonable cost of putting right any decorations damaged by such fixings at the end of the tenancy.

5. INDIVIDUALLY NEGOTIATED CLAUSES

In addition to or instead of the standard clauses listed above, the following have been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement.

- 5.1 No smoking within the Property.
- 5.2 No decorating without permission from the Landlord
- 5.3 Do not change utility suppliers without the consultation with the Landlord

6. FURTHER AGREED MATTERS

6.1 The Landlord's Power to Terminate the Agreement

It is agreed by the Landlord and the Tenant that:

If the Tenant

- 6.1.1 is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded by the Landlord, or
- 6.1.2 Has broken any of the terms of this Agreement

Then subject to any statutory provisions (for example, the Protection from Eviction Act 1977 and the Housing Act 1988 (as amended)), the Landlord may recover possession of the Property and the tenancy will come to an end.

Any other rights or remedies the Landlord may have will remain in force.

Note: If unsure of your rights and the applicable statutory provisions, you should seek advice, for example from a solicitor, a Citizen's Advice Bureau or a law centre. As at the date of the Agreement, if anyone is living at the Property or if the tenancy is an assured or an assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the property.

6.2 Deductions from the Deposit

- 6.2.1 Bank Charges: actual bank charges incurred by the Landlord or the Landlord's Agent if a payment from the Tenant is dishonoured by the Tenant's bank or building society may be deducted from the Deposit if they have not previously been paid by the Tenant to the Landlord during the course of the tenancy.
- 6.2.2 Any proper Administration Costs not paid by the assignee but incurred by the Landlord's Agent following early ending of the tenancy by the Tenant will be deducted from the Deposit.

6.3 Interest on Late Payments, Addition Charges

If the Tenant makes late payments of Rent, the Landlord or the Landlord's Agent may calculate and charge interest on that late payment at a rate equivalent to 3% over the bank base rate of Natwest Bank plc at the time from the Rent Due Date or the date on which any other sum payable under this Agreement is due until the date of payment. If payment is any longer than 24 hours late, then an administration fee of £40.00 will be charged. The Landlord or the Landlord's Agent reserves the right to apply further administration fee of £40.00 each time it becomes necessary to further contact the tenant or the tenants guarantor in order to obtain late rent. If a

Tenant fails to attend an agreed prearranged meeting with the Landlord or the Landlord's Agent without giving 24 hours notice, an administration fee of £40.00 will be charged to the tenant. Unsolicited payments made to the Landlord or the Landlord's Agent will be subject to a £25.00 administration charge.

6.4 Copies of Contract

Should any copy or part copy of the Tenancy Agreement – further to the Tenancy Agreement supplied when signing the documents – be requested by the Tenant, a charge of £25.00 per copy will be incurred to the Tenant.

6.5 Payment of Rent etc by any person other than the Tenant

Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to assume that this is the case without further enquiry.

6.6 The Tenant may have need to serve notice on the Landlord

Any such notice shall be deemed served on the Landlord at the following address using normal means of posting and allowing ample and proper time for delivery. In accordance with Section 48 of the Landlord and Tenant Act 1987 the Landlord's address for the serving of notices upon the Landlord in England and Wales is "c/o Keywest Estate Agents Ltd, Leicester, LE3 0TD".

6.7 Notices

The Landlord notifies the Tenant that possession of the House may be recovered under:-

6.7.1 Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988.

This ground requires the court to order possession of the House where the Landlord has previously occupied the House as his only or principle home or where the Landlord requires the House as his spouse's only or principle home.

6.7.2 Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988.

This ground requires the court to order possession of the House where:

6.7.2.1 The House is subject to a mortgage or charge granted before the beginning of the tenancy; and

6.7.2.2 The lender is entitled to exercise a power of sale; and

6.7.2.3 The lender requires possession of the House in order to dispose of it with vacant possession when exercising the power of sale.

7. THESE ARE THE LANDLORDS OBLIGATIONS

THE LANDLORD PROMISES THE TENANT:

7.1 That the Tenant may hold and enjoy the Property during the tenancy and that any alleged breaches of the Agreement will be resolved through the courts if necessary.

7.2 To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by means of fire (unless that state of affairs is the result of the act or default of the Tenant or a member of the Tenant's family or a visitor to the Tenant or a member of the Tenant's family). In the event of a dispute in this matter, which cannot be resolved by negotiation, the Landlord or the Tenant may refer the matter to the courts.

7.3 If the Landlord holds the Property under Superior Lease to pay rent, ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than this passed on to the Tenant under this Agreement.

7.4 To insure the Property and the furniture, fixtures contents and effects listed in the original inventory report against all normal risks with a reputable insurance company and to maintain the cover at all times during the tenancy for fire and other risks and to provide details to the Tenant of any relevant insurance policy if so reasonably requested.

7.5 To keep in repair and proper working order

7.5.1 The structure and exterior of the Property.

7.5.2 All basins, sinks, baths and other sanitary installations in the Property.

7.5.3 All installations for heating water and space heating in the Property

NOTE: The Tenant may be held liable for the reasonable costs of any damage caused by the misuse of the Property by the Tenant, the Tenant's family or the Tenant's visitors and may be held liable to pay the reasonable costs incurred by the Landlord in putting matters right.

8. THE LANDLORD FUTHER STATES AS FOLLOWS

- 8.1 The Landlord listed on page 2 of the Agreement is the owner of the leasehold or freehold of the Property.
- 8.2 All consents necessary to let the Property to the Tenant have been obtained from any Superior Landlords, mortgagees, insurance companies and others.
- 8.3 The Landlord or the Landlord’s Agent has prior to the date of this Agreement had qualified contractors to check the safety of any gas installation, wiring and plugs and electrical equipment in the Property, and copies of such reports are included within the original inventory report.

9. THE SIGNING OF THE DOCUMENTS

It is usual to sign two separate copies of these Agreements. The Agreements are then dated and exchanged. The copy known as the “original” is signed by the Landlord or the Landlord’s Agent and handed to the Tenant. The copy known as the “counterpart” is signed by the Tenant and handed to the Landlord.

Landlord / Landlord’s Agent

Tenant (Print & Sign)

Address:

Tenant (Print & Sign)

Address:

Tenant (Print & Sign)

Address:

Tenant (Print & Sign)

Address:

Tenant (Print & Sign)

Address:

Tenant (Print & Sign)

Address:

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UTILITY TRANSFER CONSENT FORM

1 Disclosure of Tenant's details to Spark Energy

- 1.1 At the start of the lease gas and electricity will be provided, or will be in the process of being provided by Spark Energy Supply Limited ("Spark Energy"). However this will not prevent the Tenant from changing to a different energy provider if desired.
- 1.2 The Tenant agrees that the letting agent may pass the Tenant's name and contact details to Spark Energy for the purposes of:
 - a. registering the gas and electricity meters at the property in the Tenant's name with Spark Energy, providing gas and electricity to the Tenant and administering the Tenant's account with Spark Energy;
 - b. registering the Tenant with the relevant local authority for the payment of council tax; and
 - c. registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.
 - d. Enabling Spark Energy or a third party with a broadband and telephony provider to provide the Tenant further information about its services and products with a view to concluding an agreement with the Tenant for those services and products offering (although the Tenant will be under no obligation to enter into discussions with such provider and may change to a different provider if desired)
- 1.3 Spark Energy will use the Tenant's details only for the purposes set out above and not in any other way. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 1998 and will handle Tenant's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy notice. If the Tenant has any questions regarding details or use of the Tenant's data held by Spark Energy, the Tenant may contact Spark Energy at Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB or customerservice@sparkenergy.co.uk or 0345 034 7474