



Assured Shorthold Tenancy Agreement

This Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy.

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 that you do not agree with and that it contains everything you 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 you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.

1 The Parties to this agreement and the Premises

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning listed next to them in this agreement.

1.1 Premises	
1.2 Landlord	`\${LANDLORD_1_FIRST_NAME}` `\${LANDLORD_1_LAST_NAME}`
1.3 Landlord's Address	`\${LANDLORD_1_ADDRESS}`, `\${LANDLORD_1_POST_CODE}`, `\${LANDLORD_1_CITY}`
1.4 Tenant(s)	`\${TENANT_1_FULL_NAME}`
1.5 Guarantor	
1.6 Term	The Tenancy shall be for a period of 12 Months to start on and include the `\${TENANCY_START_DATE}` and to end on and include `\${TENANCY_END_DATE}` , but subject to break clause in Special Tenancy Conditions, and thereafter from month to month.
1.7 Rent	`\${MONTHLY_RENT}` for each month of the Tenancy payable in advance. The first payment for the amount of `\${MONTHLY_RENT}` shall be made on or before the `\${TENANCY_START_DATE}` . Thereafter rent will be payable on the same day each month or the last working day if weekend or bank holidays.
1.8 Deposit	`\${TENANCY_DEPOSIT}`
1.9 Bank Details	Name: Barclays Account Name: Test Acme Ltd Sort Code: 00-00-00 Account Number: 11111111

2 Definitions

2.1 The Landlord

The person or persons named in Clause 1.2, owning an interest in the Premises which gives the right to possession of it when this Tenancy ends and anyone who later owns the Premises.

2.2 The Tenant

The person or persons, named in Clause 1.4, entitled to possession of the Premises under this Agreement.

2.3 The Lead Tenant (if applicable)

Means:

- i. in the case of joint tenants, one of their number who has been nominated to act on their behalf in relation to the Deposit; and
- ii. where applicable, the person nominated to act on behalf of the Tenant and the Relevant Person.

2.4 The Guarantor (if applicable)

The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant obligations contained in this Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

2.5 The Landlord's Property Manager

{BRAND_NAME}, {BRAND_EMAIL}, {BRAND_CONTACT_NUMBER} or any person or company who later takes over the rights and obligations of the Landlord's Property Manager.

2.6 The Premises

The Premises, as in Clause 1.1, which have been agreed to be let including any parts of the exterior forming part of the let (eg. gardens, paths, fences, boundaries or outbuildings). Where the Premises are a flat or forms only part of a building, the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

2.7 The Head Lease (if applicable)

The Lease under which the Landlord holds the Premises. The obligations set out in the Head Lease will bind the Tenant provided the Tenant has been given notice of them.

2.8 The Contents

The Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

2.9 The Inventory of Contents and Schedule of Condition

The Inventory of Contents and Schedule of Condition means the document prepared by the Landlord, the Landlord's Property Manager or an inventory clerk detailing the Contents, the decor and condition of the Premises generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy.

2.10 The Deposit

The sum, as in Clause 1.8, paid by the Tenant to the Landlord's Property Manager in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

2.11 The Relevant Person (if applicable)

Any person or company paying the Deposit on behalf of the Tenant, e.g. the local authority, a parent, or Guarantor.

2.12 Fair wear and tear

Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or ageing.

2.13 Emergency

Where there is a risk to life or damage to the fabric of the Premises or Contents contained in the Premises.

2.14 Term

The length, as in Clause 1.6, of the letting agreed in this Agreement including any extension or continuation of the contractual Tenancy or any statutory periodic or periodic Tenancy arising after the expiry of the original Term.

2.15 Joint & Several Liability

If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each individual included in the definition of the Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.

2.16 Interpretation

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.

2.17 Initial Term

A period of 6 months to start on and include the \${TENANCY_START_DATE}.

Working day means any day excluding a Saturday, Sunday or a Bank Holiday.

The Tenant and the Landlord agree that the laws of England and Wales shall apply to this Agreement.

3 TENANT OBLIGATIONS

The Tenant agrees with the Landlord that throughout the Term the Tenant will:

3.1 General

3.1.1 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.

3.1.2 To be responsible and liable for all the obligations under this Agreement as joint and several Tenant if the Tenant forms more than one person, as explained in the definitions.

3.2 Pay Rent

3.2.1 Pay the Rent and any other sums due to the Landlord's Property Manager in the manner set out in this Agreement, whether formally demanded or not.

3.2.2 Unless otherwise stated all rental payments should be made by Standing Order to the Landlord's Property Manager's bank as per 1.9.

3.3 Pay Interest

Pay interest on any amounts of Rent due and in arrears by in excess of 14 days at the rate of 3% above the Bank of England annual base rate calculated on a day-to-day basis from the date that the same shall become due until payment in full is made.

The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the Housing Act 1988 (HA 1988) or any other statutory remedies available to recover possession of the Property.

3.4 Care for the Premises

Not cause or allow any damage or loss to the Premises or Contents, fair wear and tear excepted, and use the Premises and Contents in a proper and tenant-like manner.

The Tenant is liable to change, replace or renew at his/her own cost all light bulbs, batteries, and extractor fan filters, and dishwasher and water softener salt.

To inform the Landlord or the Landlord's Property Manager immediately in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises.

3.5 Replace Broken Glass

Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors whether invited or not.

3.6 Smoke Detectors and Carbon Monoxide Detector

Ensure that all smoke and carbon monoxide detectors are kept in good working order by ensuring that they are kept free from obstruction, tested regularly and replacing batteries when necessary.

3.7 Good Repair

- 3.7.1 Keep the Contents including all electrical gas and other appliances equipment and apparatus in good repair and condition, fair wear and tear excepted.
- 3.7.2 Take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

3.8 Preserve Interior Condition

- 3.8.1 Keep the Premises and the Contents in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear excepted.
- 3.8.2 Permit the Landlord or Landlord's Property Manager to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Property Manager.

3.9 Clean windows

To clean or pay for the internal and external cleaning of easily accessible windows of the Premises regularly and at the end of the Term.

3.10 Prevent Obstructions

- 3.10.1 At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Premises and keep gutters gullies and downpipes free of debris. In the event that a blockage is caused as a result of misuse or negligence of the Tenant, his/her family or visitors, the Tenant shall be liable to clear, or arrange the clearance of, the blockage or debris.
- 3.10.2 Not to put or allow others to put any oil, grease or corrosive substance into the drains, sanitary appliances, basins, baths or sinks at the Premises.

3.11 Protect from Freezing

At all times, to ensure that all reasonable precautions are taken to protect the Premises against freezing and burst pipes, provided the pipes and other installations are kept adequately insulated by the Landlord. To reimburse the Landlord in respect of any damage caused to the Premises as a result of frozen or burst pipes due to the Tenant failing to take reasonable precautions.

3.12 Keep Ventilated

Keep the Premises adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Premises and the Contents.

3.13 Prevent Infestation

Not keep any refuse or rubbish in the Premises and regularly dispose of same in a suitable receptacle to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease. In the event of an infestation, to clean, arrange, or compensate the Landlord for the cleaning of the Premises with de-infestation cleaner to a professional standard at the end of the Tenancy if de-infestation is necessary.

3.14 Maintain Gardens

Keep any gardens and grounds including any pond, terrace or patio included in the Premises in a neat, unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns, trees and shrubs in a proper manner as seasonally required. Not to cut down or remove any trees, shrubs or plants (other than annual plants) or

otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Property Manager which will not be unreasonably withheld.

3.15 Not Alter Premises

Not alter or in any way interfere with the construction or arrangement of the Premises. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Premises without the previous consent in writing of the Landlord or the Landlord's Property Manager which will not be unreasonably withheld. The Tenant shall not carry out any alteration to the Premises which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate (EPC) for the Premises or the building of which it forms part.

3.16 Not Remove Contents

Not remove or allow the removal of the Contents from the Premises or store the Contents in any way which may lead to the condition of the Contents to be damaged or deteriorate at a quicker pace than they would if they remained in the places recorded in the Inventory.

3.17 Not Affix Items to Walls

Not to hang pictures other than with a reasonable number of commercially available picture hooks or fastenings.

3.18 Not Post Signs

Not to display or allow to be displayed any notice, sign, banner or placard visible from outside the Premises without the prior written consent of the Landlord or the Landlord's Property Manager, which will not be unreasonably withheld or delayed. The Landlord or the Landlord's Property Manager reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

3.19 Not Affix or Erect Aerial or Satellite Dish

Where not already provided or available at the Premises, not to affix or erect outside the Premises any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed but may be subject to conditions. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Property Manager reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

3.20 Smoking Prohibition

Not to smoke or allow any other person to smoke any cigarettes cigars pipes or other form of tobacco or other substance within the Premises without the prior written consent of the Landlord. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Property Manager reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given. In the event of any breach of this clause then the Landlord will serve notice of the breach to the Tenant and the Tenant agrees that the Landlord has the right to charge an amount equal one month's rent to cover costs the to the Landlord for making good any resultant staining, discolouration, burn marks or odour present at the Premises at the end of the Term.

3.21 Changing Locks

- 3.21.1 Not alter, change or install any locks on any doors or windows in or about the Premises or have any additional keys or remote-control devices made, except in the case of an Emergency, without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.
- 3.21.2 To remove any locks or bolts which are fitted at the Premises without consent if requested to do so and pay the reasonable costs of making good any damage.
- 3.21.3 Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord and at the end of the Term the Tenant must provide the same number of sets of keys, fobs and other devices for the new locks as were provided by the Landlord at the commencement of the Term.
- 3.21.4 Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Premises, one set of the new keys must immediately be made available to the Landlord or the Landlord's Property Manager and at the end of the Term.

3.22 Use of Burglar Alarm (if applicable)

- 3.22.1 Take every precaution to ensure the correct use of the burglar alarm system to the Premises and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant, his/her family or visitors.
- 3.22.2 Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted, the Tenant will promptly provide the Landlord or the Landlord's Property Manager with the details of the new code.

3.23 Secure the Premises

Not leave the Premises unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Premises and ensuring the burglar alarm (if any) is activated.

3.24 Notify & Action if Unoccupied

- 3.24.1 Not leave the Premises vacant, unattended or unoccupied for a period of more than 30 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Property Manager of the intention to do so.
- 3.24.2 After leaving the Premises unattended for any period of 7 days or more, to flush through the water systems by running all taps and showers for 20 minutes and by flushing all toilets to reduce the risk from exposure to legionella bacteria.

3.25 Landlord's Insurance

- 3.25.1 Not do, permit to be done, or fail to do anything that may render void or invalidate any policy of insurance on the Premises or the Contents nor anything that may cause an increased premium to be payable, provided that a copy of the relevant sections of the policy has been given to or shown to the Tenant at the start of the Term or within a reasonable time thereafter.
- 3.25.2 To pay the Landlord all reasonable sums paid by the Landlord for any increase in premiums and all reasonable expenses incurred by the Landlord incurred as a result of a failure by the Tenant, his/her family or visitors to comply with this clause.
- 3.25.3 As a condition of entering into this tenancy agreement the tenant shall ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures and fittings

3.26 Tenant's Personal Possessions

For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Premises by the Tenant. The Tenant is strongly advised to insure his/her own belongings with a reputable insurer.

3.27 Permit Access

Permit the Landlord or anyone with the authority of the Landlord at reasonable hours by no less than 24 hours prior written notice (save in the case of an Emergency) to enter the Premises to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Premises or require access to effect work to a neighbouring property or boundary divide. Should the Tenant agree that the Landlord, Property Manager or authorised contractor can have access relating to any of the above mentioned circumstances with the Landlord or anyone with the authority of the Landlord and access is denied/not possible due to the Tenant refusing or restricting access, the Tenant will be responsible for default costs incurred by the Landlord associated with this breach.

3.28 Permit Viewing

Permit the Landlord or the Landlord's Property Manager or anyone with the authority of the Landlord or the Landlord's Property Manager at reasonable hours by no less than 24 hours prior written notice to show the Premises:

- To potential tenants during the last two months of the Tenancy or other period of notice;
- To potential purchasers in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Premises with the benefit of the Tenancy at any time during the Tenancy.

3.29 Permit Notices

Permit the Landlord or the Landlord's Property Manager to affix a notice of re-letting or selling on the Premises during the last two months of the Tenancy or other period of notice, or a notice of selling in the event of the Landlord wishing to sell the Premises with the benefit of the Tenancy at any time during the Tenancy.

3.30 Take Remedial Action

In an Emergency to take appropriate reasonable remedial action to prevent further damage to the Premises and give immediate notice to the Landlord or the Landlord's Property Manager.

3.31 Give Notice of Defects

Notify the Landlord or the Landlord's Property Manager immediately in writing upon becoming aware of:

- Any damage, defect or want of repair of any nature affecting the Premises or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant;
- Any burglary or attempted burglary upon the Premises.
- And the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

3.32 Forward Correspondence

Pass to the Landlord or the Landlord's Property Manager as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the

Premises that are addressed to the Landlord with the exception of obvious circulars or marketing material.

3.33 Leasehold (Head Lease) or Freehold Covenants and Restrictions

Where applicable and provided that prior to the signing of this Agreement the Tenant is notified in writing or given a copy of the relevant documents, the Tenant agrees to observe and not breach or contravene any terms in the Head Lease or any Deed under which the Landlord holds the Premises.

The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of the same.

3.34 Deed of Covenant (if applicable)

If requested and at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the superior landlords may reasonably require.

3.35 Communal Areas (if applicable)

Not to obstruct any common passageways, hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Premises.

Not to hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Premises except where expressly permitted by the Landlord in writing.

3.36 Not Assign or Sublet

3.36.1 Not to assign this Agreement without the prior written consent of the Landlord or the Landlord's Property Manager which will not be unreasonably withheld or delayed. Where the Landlord grants consent this may be subject to reasonable conditions and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.

3.36.2 Not to mortgage or charge the benefit of this Agreement;

3.36.3 Not to take in or receive paying guests or lodgers without the prior written consent of the Landlord.

3.36.4 Not to underlet or sublet, part with or share possession or occupation of the Premises or any part of the Premises with any person not named as Tenant in this Agreement without the prior written consent of the Landlord or the Landlord's Property Manager, which will not be unreasonably withheld or delayed. Where granted, the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable expenses incurred by the Landlord in granting such consent.

3.37 Not Cause Nuisance

Not use the Premises or allow others to use the Premises in a way which may cause damage or a disturbance, nuisance, annoyance or inconvenience to neighbouring adjoining or adjacent property or to the owners or occupiers of them.

3.38 Music and Noise

Not play any musical instrument, music player, radio or television or cause or permit any undue loud noise to take place in the Premises so as to cause disturbance annoyance or

inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Premises between the hours of 11.00 pm to 7.30 am.

3.39 Permitted Use

To use the Premises for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only; and

- 3.39.1 Not carry on at the Premises or allow the Premises to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Premises; and
- 3.39.2 Not hold or allow to be held any large meeting or gathering upon the Premises or any sale by auction thereon; and
- 3.39.3 Not use or permit the Premises or any part thereof to be used for any illegal or immoral purposes;
- 3.39.4 Not to register a business or company at the address of the Premises.

3.40 Combustible Matter

Not take into or keep at the Premises any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

3.41 Own Gas Appliances

Immediately notify the Landlord or the Landlord's Property Manager if any gas appliance is brought into the Premises by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Premises.

3.42 Prohibited Substances

Not to use or consume in or about the Premises at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

3.43 Tenancy Renewal

Should the tenancy continue or renew after the Initial Term, rent will increase by CPI + 1%, and will remain due in advance on the same date of the signing of this Agreement unless otherwise stated or agreed.

3.44 End of Tenancy

At the expiration or sooner termination of the Tenancy:

- 3.44.1 Deliver up to the Landlord vacant possession of the Premises and the Contents in a sound and clean condition as at the beginning of the Term (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory.
- 3.44.2 Make good and/or pay for the repair of or replacement of any of the Contents that are broken, lost or damaged during the Term;
- 3.44.3 Clean the Premises to a professional standard and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the

Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Term;

- 3.44.4 Notify all utility and council tax authorities of the date of termination of the Term and pay all outstanding accounts with the service providers up to and including the last day;
- 3.44.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services and the Landlord may deduct such costs from the Deposit.
- 3.44.6 Arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Premises;
- 3.44.7 To return all keys to the Premises and security devices including any additional or duplicate keys, fobs, and remote controls to the Landlord or the Property Manager on the last day of the Tenancy, and pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing;
- 3.44.8 Remove all personal items from the Premises before the end of the Term. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Premises after the end or earlier termination of the Term. The Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard and, where possible, will notify the Tenant at the last known address or email address. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the Deposit or from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability;
- 3.44.9 Provide the Landlord or the Landlord's Property Manager with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Premises and permit the Landlord or the Landlord's Property Manager to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Premises for which the Tenant is liable and Council Tax authority.
- 3.44.10 To pay all reasonable costs incurred by the Landlord, the Property Manager or any professional adviser acting on the Landlord's behalf in remedying or enforcing any material obligation of the Tenant or significant breach of the Tenancy Agreement whether or not legal proceedings are brought, including any loss suffered by the Landlord in paying commission to the Property Manager where the Tenant ends the Tenancy early apart from according to the break clause.

4 LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant that the Landlord will:

4.1 Deliver Up Premises

At the commencement of the Tenancy deliver:

- 4.1.1 The Premises and Contents in a tidy condition and clean to a professional standard;
- 4.1.2 Any working chimney swept and clean; iii. All appliances, smoke and carbon monoxide detectors in proper working order.

4.2 Allow Quiet Enjoyment

Permit the Tenant to quietly possess and enjoy the Premises during the Tenancy without any unreasonable or unlawful interruption, apart from in an emergency or after giving 24 hours'

notice in writing to legally carry out any of the Landlord's rights and obligations contained in the Agreement.

4.3 Pay Outgoings

Pay all taxes, insurance, service charge assessments, ground rent, impositions and other outgoings in respect of the Premises, apart from those expressly stated as the Tenant's responsibility in this Agreement.

4.4 Maintain Premises

4.4.1 Carry out those repairs to the Premises the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended). This liability obliges the Landlord to repair and keep in good order: (1) the structure of the Premises and exterior (including drains gutters and pipes); (2) certain installations for the supply of water, electricity and gas; (3) sanitary appliances (including basins, sinks, baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.

4.4.2 This obligation arises only after written notice has been given to the Landlord by the Tenant in accordance with the terms of this Agreement;

4.5 Maintain Appliances

Put and keep in repair and proper working order the central heating system, electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or his/her family, any visitor or guest.

4.6 Burglar Alarm (if applicable)

Maintain in proper working order the burglar alarm system (if any) provided to the Premises save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant, his/her family, any visitor or guest shall be payable by the Tenant.

4.7 Title and Consents

The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement.

4.8 Safety Regulations

The Landlord warrants that:

4.8.1 Where applicable all upholstered furniture, soft furnishings, beds, bed bases, mattresses (and mattress toppers), pillows, cushions and seat pads supplied to the Premises comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

4.8.2 All gas appliances within the Premises comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Term.

4.8.3 All mechanical and electrical equipment in the Premises are in good repair and working order and that all electrical equipment supplied to the Premises complies with The

Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994, and electrical installations are inspected and tested by a qualified and competent person at an interval of at least every 5 years, and a copy of the report is supplied to tenant within 28 days of the inspection, in accordance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

4.8.4 The Premises are in a habitable condition.

4.9 Smoke Detectors and Carbon Monoxide Detectors

In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 the Landlord has provided a smoke alarm on every storey (floor) of the Premises on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance. The Landlord will have the alarms and detectors checked and tested to ensure that they are fully operational at the start of the Term.

4.10 Address and Service for Notices

4.10.1 The provisions for service of notices are that if either party send any document in relation to this Agreement to the other, it shall be deemed to have been validly and sufficiently served delivered to the receiving party's address or last known address by hand; sent by first class post or by registered post or recorded delivery, and in the case of the Landlord by email to \${BRAND_EMAIL} with the subject "Important - Notice for \${PROPERTY_ADDRESS_LINE_1} \${PROPERTY_ADDRESS_LINE_2}". Any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered or emailed prior to 4:30 pm it shall be deemed to have been served on the next working day.

4.10.2 Any notice or document to be served on the Tenant may be served to the Premises or to the Tenant's email address stated in Clause 1.4 by the Landlord or by the Landlord's Property Manager on behalf of the Landlord.

4.10.3 For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated in Clause 1.3 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Property Manager as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

4.11 Property Manager of the Tenant

Any payments in respect of or on account of Rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new tenancy to any other person.

4.12 Data Protection & Confidentiality

4.12.1 The personal information of both the Landlord and the Tenant will be retained by the Landlord's Property Manager in accordance with the terms of the Landlord's Property Manager's privacy policy ('the Policy') which both parties will have been served with and which is also available to view on the Landlord's Property Manager's site. In addition to the information provided to the Landlord's Property Manager about the Tenant in accordance with the Policy, the Tenant agrees that the Tenant's personal

information, present and future addresses and other contact details, can be forwarded to the Landlord. Such information may have been provided before, during or after the Term. The Landlord thereafter may share details about the following:

- Details of performance of obligations under this Agreement by the Landlord and the Tenant;
- Known addresses/details of the Tenant and any other occupiers;
- Any other relevant information required by the parties listed below.

4.12.2 This personal information and copy of this Agreement can be shared with the following:

- Utility and water companies;
- Landlord of the Head Lease
- Insurance company
- Accountant
- The local authority;
- Authorised contractors;
- Credit and reference providers;
- Mortgage lenders;
- Legal advisors;
- Any other interested third party.

4.12.3 This information can and will be provided without further notice only when the Landlord's Property Manager is authorised to do so under the Policy.

4.13 Habitation

If the Premises or part of the Premises is destroyed or made uninhabitable by any insured risk, and provided such damage is not as a result of any fault or negligence on the part of the Tenant, his/her family, visitors or guests:

- 4.13.1 The Rent will cease to be payable until such time as the Premises are reinstated and rendered habitable;
- 4.13.2 The Landlord's statutory obligation to repair shall not be taken to mean that he must rebuild or reinstate the Premises if there is destruction due to fire, flood, tempest or other event.
- 4.13.3 In the event that the extent of the damage is such that the Premises are not made habitable within one month, either party may terminate the Tenancy by giving immediate written notice to the other party.

4.14 Section 45 Flood & Water Management Act 2010

The above Act places a legal obligation on the Landlord or the Landlord's Property Manager to provide the water authority when requested with a forwarding address for the Tenant following the end of the Term.

4.15 Right to Rent

All adults named as the Tenant or who reside at the Premises as an occupier, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Landlord's Property Manager prior to taking occupation of the Premises either before or during the Term. If any person fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Premises.

If any person forming the Tenant or any occupier changes or any additional occupant moves into the Premises during the Term, the Tenant agrees to ensure that any new or additional persons complies with the legal requirements of the Right to Rent conditions under the Immigration Act 2014 prior to moving into the Premises. This will involve meeting the Landlord or the Landlord's Property Manager in person to provide valid documents to be checked and copied.

4.16 Preparation of the Inventory

The Landlord will be responsible for providing a fully comprehensive Inventory of Contents and Schedule of condition of the Premises at the beginning of the Term.

4.17 Attendance

The Tenant may attend, or appoint a representative to attend, the Inventory Check-in. The Landlord reserves the right to carry out the Inventory Check-in without the Tenant in attendance and send a copy to the Tenant once prepared. The Tenant will within seven days of the commencement date of the Tenancy respond with any written amendments or notes.

4.18 AST

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.

4.19 Provision for Re-entry

If at any time:

- 4.19.1 The Rent, or any part of it, remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 4.19.2 If any agreement or obligation of the Tenant is not complied with;
- 4.19.3 The Tenant becomes insolvent, goes into administration, receivership or liquidation or enters into a voluntary arrangement with creditors; or
- 4.19.4 If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) be made out.

The Landlord may give a written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by obtaining a court order for possession; and re-entering the Premises after the County Court Bailiff has evicted the Tenant. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other legal rights the Landlord may have to pursue the Tenant for any breach of the Tenant's obligations in the Agreement.

5 THE DEPOSIT

5.1 Deposit during and at the End of the Tenancy

The Property Manager will hold the Deposit in a bank account with no interest being payable to the Tenant during the Tenancy as security for and to compensate the Landlord for any breach of the Tenant's obligations and for losses incurred for any or all of the following reasons:

- 5.1.1 any damage to the Premises and Contents caused by the Tenant his family, visitors or guests, or arising from any breach of the obligations of this Agreement by the Tenant;

- 5.1.2 any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises whether or not the Landlord consented to its presence;
- 5.1.3 any sum repayable by the Landlord or the Landlord's Property Manager to the local authority where housing benefit has been paid direct to the Landlord, or the Property Manager, by the local authority;
- 5.1.4 any other breach by the Tenant of the terms of this Agreement;
- 5.1.5 any instalment of the Rent which is due but remains unpaid at the end of the Tenancy.
- 5.1.6 any unpaid utility invoice, telephone account or council tax or other utility bill where the Landlord has to pay the relevant provider and any costs for the re-connection of any services provided by such provider.

5.2 Withholding payment

The Tenant shall not be entitled to withhold of any instalment of the whole or part of the Rent or any other monies payable under the Agreement on the ground that the Landlord's Property Manager holds the Deposit or any part of it.

5.3 Notification of deductions

At the end of the Tenancy the Landlord or the Property Manager will notify the Tenant in writing of any deduction to be made for breach of the Agreement or to compensate the Landlord. The notice will specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

5.4 Deposit return

At the end of the Tenancy the Property Manager shall return the Deposit, except in case of dispute subject to any agreed deductions within thirty days of the end of the Tenancy. If there is more than one Tenant, the Landlord or the Property Manager may, with the written consent of the Tenant return the Deposit by cheque to any one Tenant at his last known address.

5.5 Payment of additional sum

If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

5.6 Protection of the Deposit

The Deposit is safeguarded by the Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA, Telephone No. 0330 303 0030, Contact Page <https://www.depositprotection.com/contact/>.

5.7 At the end of the Tenancy (DPS)

- 5.7.1 The Landlord or the Property Manager on behalf of the Landlord will endeavour to tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 5.7.2 If there is no dispute the Property Manager will keep or repay the- Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 5.7.3 The Tenant should try to inform the Property Manager in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Property Manager as due from the Deposit within twenty days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The Independent Case Examiner

("ICE") may regard failure to comply with the time limit as a breach of the rules of DPS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

5.7.4 If after 10 working days following notification of a dispute to the Property Manager and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to the statutory rights outlined below) be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication.

5.7.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the sub clauses above.

6 Guarantee and Indemnity

6.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

6.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 10.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.

6.3 The liability of the Guarantor under clause 10.1 and clause 10.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.

6.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

6.4.1 any time or indulgence granted by the Landlord to the Tenant;

6.4.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;

6.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; [or]

6.4.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit; or

6.4.5 the Tenant dying or becoming incapable of managing its affairs.

7 Utility bills [If paid by the landlord]

7.1 Utility bills including (electric, gas, water, broadband, TV license, etc.) are included in the amount of Rent the Tenant shall pay on a monthly basis.

8 Utility bills

The tenant agrees to:

8.1 Pay for Council Tax

Unless the Rent is expressed as being inclusive of council tax, to pay the council tax (or any similar charge which replaces it) in respect of the Premises either directly to the local authority, or by paying that sum to the Landlord, or the Landlord's Property Manager, where the Landlord, or the Landlord's Property Manager, 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.

8.2 Pay for Utilities

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 Term of the Tenancy:

- Council Tax
- Water
- Gas
- Electricity
- Heating/Hot Water/Cooling
- Telephone and broadband
- Satellite Television
- Cable Television
- TV Licence

9 Pets

The Tenant agrees not to keep any animals or birds (whether domestic or otherwise) in the Premises without the Landlord's prior written consent, which will not be unreasonably withheld, but may be withdrawn upon reasonable grounds after giving the Tenant reasonable notice.

10 Expiry of the Tenancy

10.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Premises and the Contents to the Landlord in the condition required by this agreement.

10.2 If the Landlord allows the Tenant to remain in the Premises after the Initial Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

10.3 If the Landlord wishes to end the Tenancy on or after the final day of the Initial Term, the Landlord shall give notice in writing of no less than two (2) months to the Tenant.

11 Parking arrangements

11.1 No parking is available at the property.

12 SPECIAL TENANCY CONDITIONS

12.1 Break Clause

Where the Term is \${TENANCY_INITIAL_TERM} or greater:

- 12.1.1 The Landlord may terminate the tenancy upon giving no less than two months' notice in writing, such notice not to expire before the expiry of \${TENANCY_BREAK_CLAUSE} from the start of the tenancy.
- 12.1.2 The Tenant may terminate the tenancy upon giving no less than one month's notice in writing, such notice not to expire before the expiry of \${TENANCY_BREAK_CLAUSE} from the start of the tenancy.

Signatures of the Landlord and the Tenant agreeing the Rights and Obligations of the Agreement

Signed on behalf of the Landlord

.....

Signed by the Tenant(s)

Tenant 1:

Date: