

Management Agreement

for the premises at:

(Property Address)

This Agreement is intended to create a Common Law Tenancy for a letting to a limited company. It is therefore excluded from protection under the provisions of the Housing Act 1988 as the tenant is not an 'individual' as provided by Section 1 of that Act.

This Agreement sets out the Tenant's rights and duties as the tenant of this property along with the rights and duties of the Landlord. It should be signed by the Landlord and by an officer on behalf of the Company at the end to confirm they agree with it.

Important Note: If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to cease occupation, then this agreement will not take effect.

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 any 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 one seeks independent legal advice before signing.

Definitions

This list of definitions aims to help explain some terms that the Tenant may find in this tenancy agreement. It is not intended to be an exhaustive list and in the event of a dispute, only the Courts can decide on a definitive interpretation or meaning of any term or clause.

Agent:

Any letting or managing agent, or any other duly authorized person, as notified to the tenant who is acting from time to time on behalf of the Landlord.

Building:

If the property is part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.

Contents or Fixtures & Fittings:

Any furniture, furnishings, carpets, sanitary ware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, kitchen appliances (white goods), other equipment or any floor, ceiling or wall coverings and including anything listed in any inventory the Landlord supply that belong to the Landlord.

Deposit:

(also known as the 'security deposit', 'damage deposit' or 'bond') The deposit is a sum of money the Tenant pays to the Landlord (or his Agent) in case the Tenant fails to keep to any of the terms of this agreement. The amount will normally be equal to four weeks rent. Either the Landlord or the Agent will hold the deposit money during the tenancy, as confirmed in Section 5 of this Agreement. The Tenant will not be entitled to receive any interest on any deposit during the tenancy. The Deposit can be offset by a suitable **Deposit Replacement Insurance Policy** as referred to in Section 5 of this Agreement and no Deposit is held by the Agent nor the Landlord. This will be confirmed at Section 1.15 below.

Fair Wear & Tear:

This is the deterioration in the condition of the property and its contents which occurs naturally as a result of being occupied and used in a reasonable and legal manner. The amount of wear & tear in a property which will be considered fair will depend on several factors including the age of the property and its contents, the length of time the property has been occupied by the Tenant, the number and age of the people allowed to live there and whether the landlord has allowed for pets and/or smoking.

Fixed Term (of the tenancy):

This is how long the tenancy lasts as set out in this agreement. The fixed term will be for a set number of months and will be binding on the Tenant and the Landlord unless it contains a Break Clause.

Head Lease:

(also referred to as 'Superior Lease'). This is the lease under which the Landlord named on this Agreement may own the property. It contains the obligations under which the Landlord (and in turn, the Tenant) will be bound.

Inventory and Schedule of Condition of the Property:

The document prepared on behalf of the Landlord, at his/her expense, showing details of the property's fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general as drawn up prior to the commencement of the tenancy. The inventory will be relied upon at the end of the tenancy to assess any damage (other than reasonable wear and tear). *See clause 4.3 for details.*

Landlord:

This includes the person/people or company or entity that owns the premises. If the Landlord changes (e.g. if the property is sold or the Landlord dies) and the property passes to someone else, the Tenant will be notified of the details of the replacement Landlord. This will not change the Tenant's rights nor obligations under this agreement.

Masculine/Feminine and Singular/Plural:

Any reference to either gender includes the other and any reference in the singular shall include the plural.

Month:

Means a full 'calendar' month (e.g. 15th January to 14th February), not four weeks.

Occupant and Permitted Occupant:

"Occupant" or "Permitted 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

Property:

This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to this property and which form part of the tenancy.

When the property forms part of a larger building, the tenancy includes the right for the Tenant to use communal areas and facilities, shared access and other similar facilities of the building, subject to their own terms & conditions.

Stakeholder for Deposit:

This means that the person holding the deposit (usually the Agent) can only take money from the deposit if the Tenant agrees, or if a County Court orders it.

Stamp Duty Land Tax (SDLT):

With effect from 1st December 2003, the responsibility for paying any SDLT liability that may become due on a Tenancy Agreement rests solely with the Tenant. This is a legal obligation and the Inland Revenue may impose fines or penalties for failure to comply. More information and guidance can be obtained from www.inlandrevenue.co.uk.

Superior Landlord:

(also referred to as 'Freeholder' or 'Head Leaseholder'). This refers to people, or persons or entities, to whom ownership of the property may revert to at the expiry of the term of any Head Lease/Superior Lease.

Tenant:

This refers to the named Company and must be a limited company or limited liability partnership registered with Companies House.

Term: (of the tenancy):

This is the whole duration of the occupation at the property by the Tenant, which may be longer than the Fixed Term set out in this agreement and will include any extension, continuation or periodic tenancy.

Working day:

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

Year:

This means a 365-day period (e.g. 1st January to 31st December inclusive).

Section 1: Summary of Core Terms

1.1 Date of Execution of this Agreement:

(The date that this agreement becomes binding on both parties and should be the same as the Commencement date below. Do not date this agreement until all parties have signed).

(date)

1.2 Name & Address of the Landlord:

(Landlord name & address)

1.3 Alternative Address for the Landlord:

Sections 47 & 48 of the Landlord and Tenant Act 1987 place a legal requirement upon the Landlord to provide the tenant with his address when making written demands for rent. If that address is not in England & Wales, he must provide an address in England & Wales at which notices (including notices in proceedings) may be sent or served on the Landlord by the tenant. This can be a c/o address and is frequently the address of the Landlords' Agent.

1.4 Name, Registration Number & Registered Address of the Tenant:

(Your company name and address)

1.5 Address of the Property to be Let:

(Property address)

1.6 Specific Exclusions: (these are specifically excluded from the tenancy)

Insert any specific exclusions or add them in section 6

1.7 The Fixed Term of the Tenancy will be:

(Term agreed with Landlord i.e 60 months)

1.8 Commencement Date, Including:

(Start date)

1.9 Expiry Date, Including:

(End date)

1.10 The Rent:

(Rent agreed with Landlord)

1.11 First Payment:

The first payment should be made by the Tenant at or before the time the Tenant signs this agreement unless agreed otherwise.

1.12 Rent Payable:

The rent must be paid every month, in advance on the payment date (*see 1.8 above*) to cover the calendar month ahead. Payment should be made to the Landlords bank via Standing Order and the rent must reach the Landlords account by this date every month, so the Tenant must allow sufficient time for the moneys to clear.

The amount of rent payable is £..... per calendar month

1.13 Deposit:

The Tenant must pay a deposit to the Landlord at or before the time the Tenant signs this agreement the amount of the deposit is detailed in 1.14 below.

1.14 The Deposit Amount is:

£..... and Insured by a Deposit Replacement Insurance Policy ← (If you are using deposit replacement insurance)

1.15 Rent Free Period

The Tenant shall be entitled to a rent-free period of _____ commencing from the start date of this agreement. This period is granted as an incentive for the Tenant to upgrade the property, thereby enhancing its rental value and income potential. During this time, the Tenant remains responsible for all other obligations under this agreement, including utility bills and maintenance.

Section 2: The Tenant's Obligations & Responsibilities

These are the things that the Tenant agrees to do, or not to do. It is important for the Tenant to understand what the Tenant must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The Tenants obligations:

2.1 Visitors/Guests:

The Tenant is responsible always for the behaviour of everyone who lives in, or visits, the property. This includes any other third party (e.g. contractors, visitors, employees, paying guests, and third parties including delivery persons etc.) whether invited or not, whilst they are on or at the property.

2.2 Superior Lease Obligations:

Where the Tenant is notified prior to the commencement of this tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the property or the building which may bind the Landlord (and his tenant) with regards to the use or occupation of the property, the Tenant agrees not to break such agreements or restrictions.

2.3 Breach of Agreement Costs/Consents:

The Tenant must pay the reasonable net costs incurred by the Landlord (or his Agent) or his professional advisers, in successfully enforcing or remedying a notable breach of (or significant failure to comply with) its obligations under this agreement.

Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to the Tenant looking after the property or to the proper use and occupation of the property as set out under this agreement, the Tenant agrees to carry out (at its own cost) any reasonable and necessary corrective measures or actions within **a maximum of one (1) month** (or within any alternative timescale agreed with the Landlord or his Agent), or earlier if urgency requires it, of being asked in writing to do so by the Landlord or by his Agent (*see Important Notes, Cl 2.15*). After that time, the Landlord (or his Agent) may notify the Tenant that the Landlord is arranging for the work to be done. In such circumstances, the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

The Tenant must also pay any reasonable costs and expenses that the Landlord (or his Agent) has incurred because of responding to any request the Tenant made for any consent or permission under this agreement.

2.4 Notices:

- a. Throughout the tenancy, the Tenant must promptly forward to the Landlord (or to his Agent) any post, Notices or Orders (or any other similar documents) addressed to the Landlord that may be delivered to the property (or to the building) pertaining to the property, its boundaries or any adjacent properties.
- b. The Tenant must promptly notify the Landlord (or his Agent) if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord (or to his Agent) upon demand.
- c. The Tenant should serve any notices (including notices in legal proceedings) on the Landlord at the address given in Clause 1.3 above. Notices must be either hand-delivered or sent via Royal Mail post, allowing for delivery time.

2.5 Communal Areas Liabilities:

The Tenant must adhere to any rules and regulations regarding the use of/access to any shared/communal areas of any building where the Tenant's occupants live or share with other people.

2.6 Payment Obligations. The Tenant agrees:

- a. To pay the rent (and all other sums due under this agreement), whether formally demanded or not, on time and in full in accordance with clauses 1.11 to 1.12 above. If anyone other than the Tenant named in this agreement pays all or part of the rent, this will be considered as payment from the Tenant and the Landlord will be entitled to assume this without asking.
- b. To pay interest at $\frac{1}{2}\%$ per month on any amount of rent (or other money which the Tenant owes to the Landlord) that is more than 3 (three) days late. The Tenant must pay interest on the full amount that the Tenant owes, from the date the Tenant should have paid the rent until the date the Tenant pays. The Landlord may recover the interest as though

it were rent. Failure to pay the rent on time may result in legal action being taken against the Tenant which could result in its credit rating being adversely affected.

- c. Not to withhold any part of the rent (or any other monies due under this agreement) for any reason (unless the Tenant has express permission to do so) nor to offset any rent or any other payments due against the deposit.
- d. To reimburse the Landlord (or his Agent) any costs or charges incurred by the Landlord (or by his Agent) if the rent is unpaid or is paid late for any reason or is reclaimed by the bank.
- e. To pay for any insurance protection for its own possessions/contents if it wishes to insure them.
- f. To pay the full amount of Council Tax (or any similar charge that may replace it at any time) liability for the premises for the whole duration of the tenancy. If the Landlord pays it (or any part thereof) on the Tenant's behalf, to reimburse the Landlord (or his Agent) upon demand.
- g. To pay all associated charges in respect of the use (and supply to the Property) of Gas, Electricity, Oil and any other relevant fuels, Water and Environmental Services (including all standing charges and VAT) for the whole duration of the tenancy. Where applicable, this obligation is to include paying for the metered usage of any communally supplied hot water, space heating or space cooling supplied to the Property for the duration of the tenancy. If the Landlord pays it (or any part thereof) on behalf of the Tenant, it is to reimburse the Landlord (or his Agent) upon demand.
- h. To obtain and pay for a TV Licence as required.
- i. To pay for all associated charges in respect of the installation, connection and supply of any telephone, broadband services, cable television or satellite television facilities (if the Tenant has any of these) for the term of the tenancy.
- j. To pay the fair net costs involved in carrying out repairs and maintenance to the property or to its fixtures or fittings where such action is required because of negligence, or significant breach of this agreement, or misuse, by the Tenant or its employees, contractors, invited guests, third parties or visitors.
- k. Where the property is served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.
- l. To be responsible for the costs of any other services which relate to the use and occupation of the property for the duration of the tenancy, including any new services which may be developed or introduced after this agreement has been signed.
- m. The Tenant must pay any costs and expenses (which must be reasonable both in amount and in nature) which the Landlord (or his Agent) has incurred due to the Tenant not carrying out its responsibilities under this agreement or because of any requests the Tenant makes for consent or permission under this agreement.

2.7 Utilities Obligations:

- a. Within one month of the commencement of the tenancy, the Tenant must register its or the occupants' details with the suppliers of Gas, Electricity, Water and with the local Council Tax Dept. for these services for the whole duration of the tenancy and the Tenant must plan for the payment of the relevant bills/charges. Any telephone, broadband, satellite, or cable services that the Tenant arranges to be installed or connected to the property must only be registered in its or the occupant's name.
- b. The Tenant may change gas, electricity or water suppliers. The Tenant must promptly provide the Landlord (or his Agent) with full details of the new supplier including account numbers when requested.
- c. When the tenancy ends, the Tenant must supply the utility companies with the final meter readings and dates for these services and pay the final accounts. The Tenant should not instruct the suppliers to cut the supply.
- d. Where the Tenant allows, either by default of payment or by specific instruction, any utility or other service to be cut off, either during, or at the end of or after the tenancy, the Tenant must immediately arrange for (and pay or be liable to pay) upon demand, the costs associated with reconnecting or resuming those services.
- e. The Tenant must not change or transfer any existing telephone number at the property without the Landlord's prior written consent. Such consent will not be unreasonably withheld or delayed but where such consent is given, the Tenant undertakes to promptly provide the Landlord (or his Agent) with the details of the new number and, at his request, pay the telephone company's reasonable standard costs of storing his number for re-use.
- f. The Tenant must not tamper with, interfere with, alter or add to the gas, water or electrical **installations** or meters, either in, or serving, the property or building.

2.8 Use of the Property:

- a. The Tenant may permit the residential occupation of the Property by one or more of the Tenant's directors, employees, clients and client's employees, contractors or third parties (known as the occupier(s)) only, provided the Tenant continues to be responsible for the Rent and all other outgoings. To agree that the Property is let on the condition that they are occupied by no more than _____ occupiers unless those occupiers form a Household. If the Tenant wishes to have more than _____ occupiers from more than one family group within the Premises the Tenant must gain the Landlord's written consent. The property may be used as House in Multiple Occupation as permitted by the local authority under any HMO Licence and/or planning permission. If there are more than seven occupiers not in a single-family group residing in the Premises without the Landlord's consent, then the Landlord may seek a remedy or a Court Order for possession of the Premises as he may be in breach of his statutory obligations. The Tenant further

agrees not to allow any children under the age of 18 years to live in the Property without parental or guardian supervision. Section 6 of this agreement refers to any variations.

- b. The Tenant must not use any part of the property (or the building) to conduct any formal or registered trade, business, profession, training facility, political meeting or auction.
- c. The Tenant must not use the property, or knowingly allow it to be used, for any illegal activities or for any immoral purposes including the use of the property for keeping or using any drugs which are or become prohibited or restricted by statute.
- d. The Tenant must not do anything (nor allow any occupant, guest, visitor or dependent to do anything) at the property at any time which could be heard outside of the premises (including singing, shouting or the playing of excessively loud music, television sets, instruments or machinery) which may be a nuisance or annoyance to neighbours or to local residents or which might reasonably be considered to be anti-social behaviour or that causes damage to the property or to any adjacent or adjoining property.
- e. The Tenant must not use any part of the property at any time to carry out repairs to any cars, motorcycles, bicycles, vans, boats or commercial vehicles, apart from carrying out occasional general maintenance to a privately-owned vehicle of which the Tenant or the occupants are the registered keeper.
- f. The Tenant must not park, store or keep on the property (or in any designated parking space or communal car park) any boat, caravan, commercial vehicle or any un-roadworthy vehicles without the Landlord's prior written consent. Such consent shall not be unreasonably withheld or delayed but the Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given.
- g. Tenant must not alter the appearance or decoration of any part of the property without his prior written consent. Such consent shall not be unreasonably withheld or delayed but the Tenant may be asked to pay the cost of rectifying any works that the Tenant does (or has done) which are not deemed to be of a satisfactory standard.
- h. The Tenant must not deliberately do anything (nor allow anyone else to do) anything which leads to devastation, harm or ruin of the property or its contents. The Tenant must take reasonable and proper care in the use of the property and its fixtures, fittings, furnishings and floorings and the Tenant must use appliances in accordance with the instruction manuals provided. If the Tenant asks the Landlord to attend (or if the Tenant asks the Landlord's Agent to instruct a contractor to attend) a repair/breakdown of an appliance, a fixture, item of furnishing or a system which is subsequently found to require repairs or replacement due to miss-use (i.e. it has not been used sensibly or in accordance with its intended use and/or the instruction manual provided), damage or neglect on its part, the Tenant will be liable for the cost of repair/replacement plus any associated costs/call-out charges incurred and the Tenant must reimburse the Landlord (or his Agent) the full amount upon demand.
- i. The Tenant must not bring any heating or cooking appliances powered by gas, oil, wood, coal or paraffin into the Property nor use any such appliances other than those owned and supplied by the Landlord.
- j. The Tenant must not remove any of the Landlord's fixtures, fittings, furnishings or contents from the property (nor from the building) nor store them in a loft, basement, shed, garage or outbuilding without his prior written consent. Such consent shall not be unreasonably withheld or delayed but the Tenant must pay the costs of removing and storing items where consent is given. The Tenant must ensure that any such items are stored at its own risk, safely and without damage or deterioration. The Tenant must also ensure they are returned at the end of the tenancy, within reason, to the same part of the property from which they were removed.
- k. The Tenant must take reasonable and prudent precautions expected of a householder as may be required from time to time including preventing damage by frost or freezing occurring to the property, its fixtures or fittings and to adequately heat and ventilate the property (including any conservatory) always in order to help prevent condensation and the Tenant must not block any ventilation ducts or vents. Where condensation occurs, the Tenant must promptly wipe down and clean the affected areas as required to stop the build-up of mould growth or damage to the property.
- l. The Tenant must not overload the electrical circuits of the property (or the building) by utilizing inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains supply. The Tenant is not permitted to connect its (or our) appliances to any communal supply of electricity, gas or water located in any communal part of the building at any time.
- m. The Tenant must not add to, take from or tamper with any part of the gas or electrical systems, lighting facilities of the property, cold or hot water or heating installations, kitchen units, kitchen appliances, sanitary installations, doors or any other fixtures and fittings of the property nor any parts of the building.
- n. The Tenant must notify the Landlord (or his Agent) of any defect, damage or disrepair which develops or occurs at the property (or the building) which might be, or might reasonably be expected to become, a hazard or danger to life or limb (or to the fabric of the property itself) as soon as the Tenant becomes aware of it, so the Landlord can arrange repairs. Failure to comply with this requirement may void or adversely affect his warranty or insurance arrangements, for which the Tenant may become liable to compensation.
- o. Tenant may affix a reasonable number of picture hooks but the Tenant must repair (or pay for repairing) to a satisfactory standard any unreasonable damage, marks, holes or mismatched paintwork caused by, or because of, removing any fixings.

- p. The Tenant must not put (nor allow anyone else to put) any damaging products, oil-based products, petroleum-based products, paint, wood stain, varnish, white spirit, thinners, grease, cooking fats or other harmful, hazardous or corrosive substances into the sanitary appliances or drains of the property or building.
- q. The Tenant must not keep or bring into the property (or the building), any flammable or hazardous materials or equipment (apart from matches, lighters, candles, fire-lighters and properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be a fire hazard, or otherwise dangerous to the property or to the health of its occupants or neighbours.
- r. The Tenant must not affix (nor instruct someone else to affix) any radio or TV aerial or satellite dish on any part of the property or on any part of the building or install any telecommunication cables without obtaining his prior written consent. Such consent shall not be unreasonably withheld or delayed but the Landlord reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given and the Tenant may be asked to remove (or have removed) anything which the Tenant has had installed and to make good any damage/re-decoration as required and pay for any remedial works required.
- s. The Tenant must not prop open any fire doors or emergency exits in the Property or in any part of the building (except by utilizing a built-in system that closes in the event of a fire) nor disable/interfere with any self-closing door mechanisms in any part of the building.
- t. Nuisance and Anti-social Behaviour the Tenant will not 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, children, 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.
- u. Not to place or leave anything in any common area of the building (if any)
- v. Not to throw or allow to be thrown anything whatsoever from the windows of the Property
- w. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, 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 visitor 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.
- x. Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; or if the Property is freehold to barbecue only in designated areas as agreed with the Landlord.

2.9 When Leaving the Property Unattended:

- a. If the Tenant intends to leave the property empty or unoccupied for any continuous period more than 14 (fourteen) consecutive days, the Tenant must notify the Landlord (or his Agent) in advance and fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the property and its contents whilst being left empty or unattended. Failure to comply with this clause may void, or have an adverse effect upon, his insurance arrangements, for which the Tenant may become liable to compensate.
- b. The Tenant must take adequate precautions always to keep the property, including all external doors and windows, locked and secured (and any burglar alarm set) when the property is left empty or unattended.
- c. The Tenant must not leave any taps running inside or outside of the property whilst it is left empty or unattended for any period.
- d. The Tenant must not leave any freestanding gas or electrical appliances running or switched on inside or outside the property while it is left empty or unattended except for refrigerators or freezers.

2.10 Windows & Glass:

- a. The Tenant must not affix blinds or curtain poles at the windows or doorways of the property without his (or his Agents') prior written consent. Such consent shall not be unreasonably withheld but the Landlord reserve the right to withdraw, upon reasonable grounds & notice, any such consent previously given.
- b. The Tenant must report any broken, chipped or cracked glass in any windows, doors or outbuildings of the property to the Landlord (or to his Agent) as soon as the Tenant become aware of it.

- c. If the Tenant or invited guests or visitors are responsible for any broken, chipped or cracked glass in any windows, doors or outbuildings of the property or of the building, the Tenant must (upon demand) pay for all costs (including call-out charges, emergency boarding-up, materials and labour charges) for an appropriately qualified person to replace the glass to the same specification. The Tenant must also pay the costs of remedying any associated damage to the property or to the building that is proven to be a result of the damaged glass.

2.11 Outside Areas/Space/Gardens & Parking:

- a. The Tenant must not erect any shed, lean-to, carport, conservatory, greenhouse, pergola or other structure on or at the property without his (or his Agents) prior written consent. Such consent shall not be unreasonably withheld or delayed but the Tenant may be asked to remove (and make good) anything that the Tenant erect (or have erected). The Tenant must report to the Landlord (or to his Agent) as soon as the Tenant become aware of, any damage to any shed, greenhouse, garage, carport or conservatory on or at the property.
- b. If the Tenant is entitled to use a specific car parking space, driveway or garage as part of this tenancy, the Tenant must park only in that designated space, driveway or garage.
When using a designated space, the Tenant must park within the boundaries of that space and display at all times any required permit or badge as required by the owner (or his Agent) of the space. If the Tenant is using a communal parking area, the Tenant must also abide by the rules and observe any restrictions as displayed on any signs or tickets. The Tenant must not use parking facilities to store, keep or park any boat, caravan, commercial vehicle or any unroadworthy vehicle of any kind nor any item of furniture on it, or in any shared car park. The Tenant remain responsible for ensuring that any vehicle the Tenant park is adequately insured and displaying a valid Road Fund Licence always. The Tenant must not block any shared access in any way at any time.
- c. If the tenancy includes exclusive use of a garden or outdoor area, the Tenant must keep it clean and tidy, including cutting any grass regularly throughout the Spring, Summer and Autumn months and clear away (and dispose of in an appropriate manner) any leaves or garden waste. The Tenant must not move, dig up, lop or cut down any trees, shrubs or bushes unless the Tenant has his (or his Agents') prior written consent.
The Tenant must keep any patio areas, decked areas, paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if the Tenant has any) as tidy & free of weeds as they were at the start of the tenancy. The Tenant must report to the Landlord (or to his Agent) as soon as the Tenant become aware of it, any damage to any walls, fence panels, fence posts, decked areas or trees on or at the property.

2.12 Maintenance/Repairs at the Property:

- a. The Tenant must not carry out any works, maintenance or repairs (except as set out in para b, c, d below) to the property (or any part thereof nor to any part of the building or to any of its fixtures & fittings) itself, nor must the Tenant authorise someone else to carry out any maintenance or repairs for the Tenant as this may void or adversely affect any warranty or insurance arrangements that the Landlord have in place (for which the Tenant may become liable to compensate) **except:**
 - (i) Where the Tenant has his (or his Agents') express **written** or emailed prior consent. Verbal consent is not sufficient. *(Where the Tenant obtains written consent, the Tenant must use an appropriately qualified/registered/approved contractor to carry out any works to the property. The Tenant must pay for the works to be done and forward a copy of the invoice (along with the proof of payment) to the Landlord (or to his Agent) to request reimbursement. The Tenant must not deduct the cost from its rent payments); or*
 - (ii) Where the Tenant is taking reasonable steps in an emergency to restrict or diminish immediate dangers or damage. In this instance, the Tenant must immediately notify the Landlord (or his Agent) of the event and of any action the Tenant has taken.
- b. The Tenant must replace (or have replaced at its own expense) all fuses on plugs and socket outlets which have integral fuses, all light bulbs and fluorescent tubes as required during the tenancy and make sure that all fuses, light bulbs & fluorescent tubes work at the end of the tenancy.
Please note: If the Tenant asks the Landlord to attend to a repair/breakdown of an appliance or system (or if the Tenant ask his Agent to instruct a contractor to attend a repair/breakdown of an appliance or system) which is subsequently diagnosed to require only a replacement fuse, the Tenant will be responsible for any costs and call-out charges incurred.
- c. The Tenant is responsible for regularly (including on the last day of the tenancy) defrosting the freezer, unblocking (or for paying to have unblocked) all gutters, sewers, drains, toilets, cisterns, basins, baths, showers, water pipes & ducts (and other fittings the Tenant has reasonable access to) and for keeping them free from blockages caused by its waste or resulting from its/its visitors/guest's actions or inactions in breach of obligations under this agreement.
- d. The Tenant must regularly test any smoke alarms (which use batteries) fitted in the premises and replace (at its own expense) any battery which the Tenant find is not working or the Tenant must pay an appropriately qualified contractor to do this for the Tenant. The Tenant must let the Landlord know as soon as possible if the alarm does not work after the Tenant fit a new battery. The Tenant must not tamper with or disable any smoke alarm at the property.
- e. The Tenant must notify the Landlord (or his Agent) as soon as is practicable about any brown or sooty build-up around any gas appliances or any suspected faults with any gas appliances.

2.13 Cleaning:

- a. The Tenant must clean (or pay to have cleaned) all windows and internal glass (inside and out) that the Tenant can reasonably reach, at the property on a regular basis and at the end of the tenancy.

- b. The Tenant must keep the inside of the property and all fixtures & fittings in good, clean condition always.
- c. The Tenant must clean at regular intervals (and at the end of the tenancy) all filters on washing machines, dishwashers, refrigerators, freezers, extractor fans and water filters that are supplied by the Landlord for the Tenant to use. Or the Tenant must be responsible for paying for someone to clean them for the Tenant or to replace them where necessary. If the Tenant asks the Landlord to attend to a repair/breakdown of an appliance or system (or if the Tenant asks his Agent to instruct a contractor to attend a repair/breakdown of an appliance or system) which is subsequently diagnosed to have become faulty due to a blocked/partially blocked filter, the Tenant will be liable for any costs and call-out charges incurred.
- d. At least **once every year** of the tenancy to pay to have any working chimneys, that the Tenant has made use of at any time, swept by an appropriately experienced person and to retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
- e. The Tenant must regularly remove all domestic rubbish/refuse and recyclable materials from the property utilizing an appropriate sack/bag (the Tenant must provide these at its own expense) and leave it in the designated area provided for it to be collected and disposed of. The Tenant must not leave any rubbish/refuse on the property for more than seven (07) days nor store/leave any rubbish in a way which is likely to attract vermin or pests.
- f. During the tenancy, the Tenant must take such reasonable precautions as expected of a householder to keep the property free from infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of an action or inaction on its part, The Tenant is to be responsible for the appropriate costs in fumigating and cleaning any affected parts of the property or building as appropriate and for rectifying and or removing the causes of such infestation.
- g. Where instructed to do so, the Tenant must pay for any sterilization and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a 'Notifiable Disease' having been in the Property during the Term. The Tenant may also be liable for required redecoration or replacement because of this clause.

2.14 Locks & Security:

- a. The Landlord (and his Agent) may hold keys to the property always during the tenancy and the Landlord (or his Agent or other representative) are entitled to use these keys to access the property during the tenancy, subject to the requirements of Section 2.15 below.
- b. The Tenant must not change, alter, install, add to, remove or damage any locks or bolts on any doors or windows at the property or the building, or have any extra keys made for any locks without his prior written consent. Such consent will not be unreasonably withheld or delayed. If any lock or bolt is installed on or in the property without prior consent from the Landlord (or from his Agent), the Tenant must promptly provide the Landlord (or his Agent) with a full set of keys to the new lock(s). The Tenant must also remove them if requested to do so by the Landlord (or by his agent) and be responsible for the fair costs of making good any resultant damage to the property or spoilage of decoration. If any lock is changed on or in the property without prior consent from the Landlord (or from his Agent), the Tenant must return the original lock (along with all of its original keys) to the Landlord or to his Agent on or by the last day of the tenancy.
- c. The Tenant remains responsible at all times for the whereabouts of all keys & fobs issued to the Tenant during (and at the start of) the tenancy. If, during the tenancy, the Tenant loses any keys or access fobs to the property (or to any part of the building) given to the Tenant during or at the start of the tenancy, the Tenant must notify the Landlord (or his Agent) and the insurers (where appropriate) immediately and pay, upon demand, any costs incurred by the Landlord (or his Agent) to supply replacement keys/fobs or to fit replacement locks. Neither the Landlord, nor his Agent, have any contractual obligation to the Tenant if the Occupants become locked out of the property. If, during the tenancy, the Tenant asks the Landlord or his Agent to attend (or if the Tenant asks his Agent to instruct a contractor to attend) the property between the hours of 19.00 to 09.00 due to the Occupants having lost the keys or due to the Tenant being unable to access the property because the Tenant has damaged the key or the lock, the Tenant will be liable for a Call Out charge of £50 plus VAT plus the cost of any other expenses incurred including fees for locksmiths or another required tradesperson.
- d. If the Tenant borrow any keys or fobs at any time during the tenancy, the Tenant must return them within 24 hours or upon demand, whichever is the sooner. The Tenant remains responsible for the whereabouts of the borrowed keys/fobs until they are returned to the person/party the Tenant borrowed them from.
- e. The Tenant may not change any burglar alarm codes (if any) without prior written consent from the Landlord (or from his Agent). Such consent will not be unreasonably withheld but where such consent is given, the Tenant must notify the Landlord (or his Agent) & the alarm maintenance company (where relevant) of the new codes within 24hours.
- f. The Tenant must, always, operate the alarm system in accordance with any instruction manual or instructions given directly to the Tenant by the alarm maintenance company. The Tenant must report any faults with, or activations of, the burglar alarm system to the Landlord (or to his Agent) and to the alarm maintenance company (where relevant) as soon as the Tenant become aware of it.
- g. The Tenant must not allow strangers to have unsupervised access to any part of the property or building which is not open to the public. The Tenant will be responsible for paying (as far as is reasonable) for all losses that the Landlord, and anyone else, may suffer because of the Tenant failing to comply with this.

2.15 Access to the Property:

- a. During the tenancy, if the Landlord gives the Tenant at least 24 hours' notice (except in an emergency in which case access to the property may be gained immediately), the Tenant must allow the Landlord (or his Agent or anyone with his permission in writing) **access** into the property to:
 - (i) inspect the condition of the property twice a year; (*See Important Notes, below*)
 - (ii) carry out repairs or alterations to the property or to do any work which might be required from time to time in order to fulfil his obligations under this agreement or any relevant legislation;
 - (iii) carry out safety checks and any other of his legal responsibilities.
 - (iv) assess the property's value (this could be where the Landlord wish to sell, re-mortgage or value the property).
- b. During the last two months of the tenancy, as long as The Landlord gives the Tenant at least 24 hours' notice, the Tenant must allow the Landlord (or his Agent or anyone with his permission in writing) access into the property during working hours (and or at other reasonable times including at week-ends) so it may be viewed by prospective tenants or purchasers. The Tenant must ensure the property is kept clean and tidy during this time. Except where mutually agreed otherwise with the Tenant, the Landlord (or his Agent or other representatives) will accompany all viewings.
- c. During the first two months and the last two months of the tenancy, to allow, at his discretion (or that of his Agent), a 'For Sale', 'To Let', 'Sold' or 'Let by' board to be displayed on, in or at the property.
- d. In order to comply with the requirements of the **Party Walls etc. Act 1996** (but only upon appropriate formal written notice), to permit the owner of a neighbouring property (or their authorized workmen or their professional advisors) to gain access to the property in order to carry out any work required to the property or their neighbouring property under the Party Walls Act 1996.

Important Notes:

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1. If, following an **inspection**, The Landlord (or his Agent) serves a 'Notice of Disrepair' upon the Tenant, the Tenant must carry out the work shown in the notice within one month of the Landlord serving the notice. If the Tenant does not complete the work within the month, the Landlord (or his Agent) may enter the premises (along with others and subject to providing the Tenant with at least 24 hours' notice) to have the work carried out for the Tenant and then charge the Tenant the cost of the work, which the Tenant must pay upon demand.
2. The Landlord (or his Agent) are entitled to visit and inspect any communal areas of the building without giving the Tenant any notice, provided his visit is for a lawful reason.
3. The Tenant has the right to be present during any requested appointment for access.

2.16 Assignment and Security

- a. The Tenant is not permitted to borrow money on the security of the property or the tenancy.
- b. The Tenant is not permitted to assign the tenancy during the first six (6) months of this tenancy without prior written consent from the Landlord. Such permission will not be unreasonably withheld or delayed but the Landlord reserve the right to withdraw, subject to reasonable grounds and upon reasonable notice, any such consent previously given. Should consent be granted to the Tenant to assign the tenancy, the Tenant will be liable for the reasonable fees & costs incurred by the Landlord (or by his agent) in arranging such assignment. The Tenant must continue to observe all its responsibilities under the terms of this agreement until a new agreement has been signed which details the assignment to another party.

2.17 Insurance:

- a. The Landlord does not provide cover of any kind under any insurance policy arranged by the Landlord, for the Tenant's personal possessions or belongings either on or off the property.
- b. The Landlord does not provide cover for claims against the Tenant from other parties for damage to property or for personal injury that results from something the Tenant has or have not done. The Tenant should arrange insurance for these risks itself.
- c. The Landlord does not provide cover for any accidental damage the Tenant might cause to his contents, fixtures, fittings, furnishings or to the property or to the building.
- d. The Tenant must reimburse the Landlord for any excess sum (**up to a maximum of £200.00**) payable under his insurance policy for each and any claim on any of his policies or warranties resulting from any action/inaction on its part or on the part of its invited visitors or guests in breach of this agreement.
- e. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to his property or to his contents, the Tenant must notify the relevant authorities (Police or Fire Dept. as appropriate) and the Landlord (or his Agent) straightaway. The Tenant must immediately provide full written details of the incident for the Landlord to assess whether to make a claim on any relevant insurance policy.

- f. The Tenant must not do (nor permit to be done) in, on or about the property any act or thing which may, in any way, affect the insurance of the property (or of the building) and its contents or which will increase the premium that the Landlord must pay. If the Tenant is found to be in breach of this clause, the Tenant must pay to the Landlord (for the period the Tenant is living at the property) any extra amount the Landlord must pay for his insurance premium which is due to the breach resulting from its conduct or the conduct of anyone the Tenant has allowed to live at or visit the property.

2.18 Compensation:

- a. The Tenant cannot make any claim against the Landlord for compensation if:
- (i) A lift in the building cannot be used or breaks down;
 - (ii) The Tenant or someone else has an accident or suffers loss or damage caused by a lift; or
 - (iii) The lift stops working and the Landlord are not responsible for putting it right; or
 - (iv) The Tenant suffer loss or damage caused because of the washing machine or the tumble dryer (if the Landlord have provided one) breaking down and damaging its belongings.
 - (v) The Tenant suffer loss or inconvenience if the fridge or freezer (if the Landlord have provided the Tenant with these) breaks down and causes flooding or food to thaw or become unfit to eat.
 - (vi) Any communally supplied hot water, space heating and/or air conditioning system breaks down.
 - (vii) Any parking space allocated to the Tenant as part of this tenancy becomes unavailable for any reason.
- b. Unless it is covered by insurance, the Tenant cannot claim against the Landlord for compensation for:
- (i) Any damage caused by his agents, workmen or other representatives;
 - (ii) A fault in any pipes, staircase or anything in the property or building;
 - (iii) Anything which any caretaker in the building does or does not do;
 - (iv) Any inconvenience the Tenant suffer when the Landlord carry out work to the property or the building (including work to property next door or buildings the Landlord own nearby), such as decorating or carrying out repairs or alterations;
 - (v) Any effect that the lift has on the TV or other electrical equipment.

2.19 Ending the Tenancy:

Where the tenancy does not have a Break Clause facility, the Tenant must tell the Landlord at least _____ month before the end of the tenancy if the Tenant intends to cease occupation. If the Tenant has a Break Clause, the Tenant must observe the terms of the clause.

These are the circumstances in which the tenancy could end:

- a. The fixed term ends and the Tenant does not enter into a new tenancy;
 - b. The Landlord serves a notice on the Tenant asking the Tenant to vacate if the Tenant has a Break Clause;
 - c. The Landlord obtains a Court Order, requiring the Tenant to vacate due to a breach by the Tenant of this agreement;
 - d. Where both parties agree to end the tenancy early;
 - e. Forfeiture: right to re-enter the property known as 'forfeiture'
- The **Protection from Eviction Act 1977** protects the Tenant from the Landlord ending the tenancy immediately. It says the Landlord must get a Court Order to repossess the property if the Tenant breaks the terms of the tenancy and the Tenant fails to put right the problem in a reasonable time. For the Landlord to commence legal proceedings to repossess the property based on a breach of the tenancy, which might result in the Court evicting the Tenant or issuing a Court Order terminating the tenancy earlier than might otherwise be lawful, the law requires that the Tenancy Agreement contains a Forfeiture clause (also called Right of Re-entry):

Forfeiture Clause: Subject to any statutory provisions, the Landlord may forfeit (i.e. end) the tenancy and recover possession of the property if:

- (i) The Tenant is at least 21 days late in paying the rent or any part of it (whether the rent has been formally demanded);
- (ii) The Tenant has broken any terms of this agreement;
- (iii) The Tenant leaves the premises and does not mean to return;
- (iv) The Tenant enters into liquidation or a receiver is appointed.

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

2.20 At the End of the Tenancy:

The Tenant must return the property to the Landlord in the same clean state and condition that it was in when the Tenant took occupation. To this end, these are the things the Tenant must do in time for the day the Tenant vacates the property:

- a. The Tenant must co-operate with the Landlord (and his Agent) to arrange and attend an appointment, on the last day of the tenancy, for the checking of the Inventory & Schedule of Condition. The Tenant must pay any previously agreed costs associated with this process and pay any extra costs that the Landlord may incur if the Landlord cannot check the inventory because the Tenant or Occupants have not removed personal belongings or if the appointment must be rebooked because the Tenant failed to attend.

- b. The Tenant must give the property back to the Landlord at the agreed time on the day the tenancy ends, with vacant possession.

This means the Tenant must ensure that all Occupants vacate the premises and that the Tenant (and everyone else) remove all personal possessions in time for the appointment for the checking of the Inventory.

- c. The Tenant must return to the Landlord (or to his Agent) all the keys & fobs to the property (including those for any parking facilities) that were issued to the Tenant at the start of (and during) the tenancy, along with any extra keys or fobs the Tenant may have subsequently had made or delivered.
- d. The Tenant must return the property and all of its furnishings, fittings & appliances clean to a professional standard. This includes the cleaning of any blinds, doors, painted surfaces & glass, the washing and ironing (or dry cleaning) of all linen, bedding, blankets, curtains, upholstery and soft furnishings and the cleaning of the carpets & flooring along with all other items set out in the Inventory.
- e. The Tenant must repair (or pay to have repaired) any damage to the property or to his furniture and fittings (including replacing if necessary) if the Tenant (or anyone The Tenant is responsible for under this agreement) has caused any damage to them.
- f. Where the Tenant has inserted (or specifically requested the Landlord to insert for the Tenant) any screws, nails or picture hooks into a wall or any other surface of the property, the Tenant must remove them, fill in the holes using an appropriate filler and then redecorate to match the surrounding area. The Tenant must also redecorate or repair any area where the Tenant has applied any sticky substance or tape which, when removed, damages, marks or stains the surface. Or, the Tenant must pay the cost of someone doing all the above for the Tenant.
- g. Where the Tenant has redecorated any part of the property without written permission, the Tenant must return it to the condition it was originally when the Tenant took occupation, as shown in the inventory. Or, the Tenant must pay the cost of doing so.
- h. The Tenant must ensure the furniture and fittings (as shown in the inventory) are in the same places as they were in when the Tenant took occupation. The Tenant must also reassemble any items of furniture that the Tenant may have dismantled during the tenancy. If the Tenant fails to do this, the Landlord may have to arrange for someone to do this for the Tenant and the Tenant must pay the cost of this.
- i. The Tenant must arrange to return any equipment or appliances the Tenant may have hired or rented during the tenancy, to the company the Tenant rented it from and ensure all payments are made up to date.
- j. The Tenant must arrange for any electricity, gas and water meters to be read immediately before the end of the tenancy and to pay any outstanding amounts the Tenant owe to the companies who provide these services (including TV & telecoms services) up to and including the day the tenancy ends.
- k. The Tenant must inform the Council Tax Dept. and the suppliers of the gas, electricity, water and the TV & telecoms supplier of the end of tenancy date, meter readings and the forwarding correspondence address within 14 days of the Tenant vacating the property. The Tenant must supply copies of paid finalized bills from all Utility suppliers to the Landlord (or to his Agent) as quickly as possible following the end of the tenancy. Any deposit cannot be returned without them.
- l. The Tenant must provide the Landlord (or his Agent) with a forwarding or correspondence address for the Tenant on or by the last day of the tenancy. This may be used in correspondence regarding the deposit and any claims against the Tenant following the end of the tenancy. The Landlord (or his Agent) also reserve the right to pass this address to any of the recognized creditors (Inc. Utility suppliers, Council Tax Dept., Debt Collectors) for them to pursue the Tenant for any unpaid debts the Tenant may have.
- m. The Tenant must ensure the property is free from rubbish and recyclable items on the last day of the tenancy. The Tenant must dispose of all rubbish appropriately and plan for the prompt removal of any other items that The Tenant is disposing of, at its expense. If the Tenant fail to do this, the Landlord may have to arrange for someone to do this for the Tenant and the Tenant will be charged at cost by the Landlord or his Agent to arrange this for the Tenant. The Tenant may not leave any unwanted items of furnishing that belong to the Tenant in the property.

2.21 Goods Belonging to The Tenant, Left Behind when The Tenant Ceases Occupation:

If the Tenant leave any personal belongings in or on the property when the Tenant vacate, the Landlord must observe certain procedures under the '*Torts (Interference with Goods) Act 1977*' so the following will apply:

- a. The Landlord will arrange for the items to be removed from the property and stored in an appropriate location;
- b. The Landlord (or his Agent) will then send the Tenant a notice in writing asking the Tenant to collect/remove them from the stored location;
- c. This notice will be sent by hand or via Recorded delivery to the forwarding address given to the Landlord by the Tenant;
- d. If the Tenant does not collect/remove all the items within 21 (twenty-one) days of the date the notice was issued, the Landlord will be entitled to assume the Tenant has abandoned the items and the Landlord may then sell or otherwise dispose of them;
- e. If the Landlord cannot contact the Tenant or if the Tenant has not provided the Landlord with any forwarding address, the Landlord will store the items for a period of 3 (three) months from the day the tenancy ends. If the Tenant does not remove all the items during this period, the Landlord will be entitled to assume the Tenant has abandoned them and the Landlord may then sell or otherwise dispose of the items;

- f. The Tenant will be responsible for paying his (or his Agent's) reasonable costs for removing, storing and disposing of the items. The Landlord may deduct the costs from any monies, held by the Landlord, lawfully due to the Tenant, including any proceeds of the items the Landlord sell and the Tenant must pay any balance owing to the Landlord. Any net sale proceeds will belong to the Tenant.

Section 3: The Landlord's Obligations & Responsibilities

These are the things that the Landlord agrees to do, or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or any of his statutory obligations, the Tenant (the tenant) may be entitled to claim damages or compensation from the Landlord or seek other legal remedies.

3.1 Consents & Permissions:

The Landlord confirms that the Landlord is the sole or joint owners of the leasehold or freehold interest in the property and that the Landlord hold all appropriate consents necessary to issue this tenancy agreement from any appropriate parties including and not limited to Head Lessors (Superior Landlord), Charge Holders, Mortgagees and Insurers and for the property to be occupied and operate as House in Multiple Occupation and so licensed by the Local Authority in the name of the Landlord.

The Landlord shall undertake to work with the Tenant in order to ensure the property meets any compliance with planning, licensing and housing regulations and will reasonably act seeking any permissions to comply with any changes in legislation or regulations. During the tenancy, the landlord is responsible fully for ensuring the property is fully compliant with current licensing and regulations.

3.2 Appliances:

- a. The Landlord will take reasonable steps to make sure the gas and electrical appliances (and other similar mechanical appliances in the property) for which the Landlord are responsible, work properly at the start of the tenancy and are maintained in accordance with relevant legislation, with any required safety checks, repairs/maintenance carried out and any certificates supplied.
- b. The Landlord will also take reasonable steps to maintain and repair these appliances during the tenancy, if the repairs are needed because of normal and proper use by the Tenant, which must be in accordance with any instructions or instruction manual provided.

3.3 Safety Regulations:

The Landlord will be responsible for ensuring the Landlord comply fully, and always, with the requirements of current safety regulations and housing regulations including: The Regulatory Reform (Fire Safety) Order 2005, The Housing Health and Safety Rating System, Gas Safety (Installation and Use) Regulations 1998; The Management of Houses in Multiple Occupation (England) Regulations 2006, Housing Act 2004, Landlord and Tenant Act 1985 The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (amended 1989 & 1993).

3.4 Payments:

The Landlord will pay any assessments or outgoings for the property except the amounts which the Tenant must pay as set out in this agreement.

3.5 Property Status:

The Landlord will ensure the property is in good order and clean to a professional standard at the start of the tenancy.

3.6 Insurance:

- (i) The Landlord will keep the property and his contents (if any) insured for any amounts the Landlord feel appropriate. The Landlord will insure the premises against fire and other risks normally covered by a comprehensive insurance policy for a house which is rented to third parties and for Houses in Multiple Occupation (whether licensed or unlicensed by the local authority) and any other risks the Landlord consider necessary.
- (ii) Where the insurance for the property is arranged by a Superior Landlord, the Landlord will use reasonable endeavours to ensure that this is done.
- (iii) The Landlord does not provide cover of any kind under any insurance policy arranged by the Landlord, for the Tenants' and/or Occupants' personal possessions or belongings either on or off the property.
- (iv) The Landlord does not provide cover for claims against the Tenant from other parties **for damage** to property or for personal injury that results from something the Tenant has or have not done.
- (v) The Landlord does not provide cover for any accidental damage the Tenant might cause to his contents, fixtures, fittings, furnishings or to the property or to the building. The Tenant must arrange insurance for these risks himself.

3.7 Quiet Enjoyment:

The Landlord agrees to allow the Tenant and/or Occupants to 'quietly enjoy' the tenancy. This means the Occupants can live in the property without any harassment or illegal interruption from the Landlord or others on his behalf. However, this does not affect his right to take legal action against the Tenant to enforce his rights if the Tenant breaks any of the terms of this agreement.

3.8 **Property Rendered Uninhabitable:**

- a. If the Tenant use part of the property for living, then the Tenant will not have to pay a percentage of the rent until the whole property is fit to live in again. In this instance, the Landlord and the Tenant will agree the percentage. If the Landlord and the Tenant cannot agree on a percentage, the Landlord may refer the matter to arbitration as long as the Landlord and the Tenant both agree to share the costs and agree with the final decision of the arbitrator. This does not affect either his or the Tenant's rights to take a dispute to the courts in the usual way.
- b. If the Landlord, or the insurers of the property (or of the building) consider that the Tenant cannot use the property for living in because it (or the building) has been destroyed or damaged by fire, flood or any insured risk or inevitable accident and providing the damage is not the Tenant's fault nor a result of something the Tenant (or someone else who The Tenant is responsible for) has or has not done, the tenancy will end. In this instance, no further rent will be due from the Tenant and the Landlord will repay to the Tenant (if appropriate, see clause 4.6) any rent the Tenant has already paid to the Landlord for any period beyond the last day that it is agreed the Tenant was liable to pay rent for except if the damage is found to be the Tenant's fault or as a result of something the Tenant (or someone else who The Tenant is responsible for) has or has not done. This does not affect the right of either of the Landlord or the Tenant to claim against the other in respect of something which happened (or did not happen) before this agreement ended, or the Landlord's right to claim against the Tenant if the property was destroyed or made uninhabitable because the Tenant did not follow or comply with its obligations under this agreement.
- c. The Landlord will not have any responsibility for rebuilding or reinstating the property.
- d. The Landlord will not pay the Tenant any compensation if the Tenant cannot use the property and the Landlord has told the Tenant that the Tenant does not have to pay the Landlord rent until the Tenant inhabit the property again.

3.9 **Repairs to the Property:**

- a. The Landlord will keep any contents of the property (as listed in the Inventory) which belong to the Landlord in good repair and proper working order (fair wear & tear excepted) during the tenancy;
- b. Sections 11-16 of the Landlord and Tenant Act 1985 (the Housing Act 1988) applies to this agreement. This means that the Landlord is responsible for:
 - (i) repairing and maintaining the structure and exterior (including drains, gutters and external pipes) of the property;
 - (ii) keeping in repair and proper working order the installations in the property for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) but no other fixtures, fittings and appliances for making use of water, gas or electricity;
 - (iii) keeping in repair and proper working order the installations in the property for space heating and heating water.
 - (iv) determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the property and the locality in which it is situated.
- c. The Landlord will **not** have to:
 - (i) repair anything that The Tenant is responsible for repairing under the terms of this agreement;
 - (ii) rebuild or reinstate the property if it has been destroyed or damaged by fire, flood or any insured risk or inevitable accident;
 - (iii) repair/maintain anything belonging to the Tenant which The Tenant is entitled to take with the Tenant when the Tenant leaves;
 - (iv) be responsible for any works or repairs that are required due to the Tenant being in breach of his duty to behave in a tenant-like manner.

3.10 **Service of Notices:**

Any notices or other documents (including any Court Claim forms in legal proceedings) will be deemed properly served upon the Tenant during the tenancy if they are;

- (i) given directly to the Tenant at its Registered Office; or
- (ii) hand-delivered to the property or to the last known address for the Tenant. This may include pushing the notice through a letterbox on the front door to the property, sliding it under the front door to the property or pushing it into a mail-box dedicated to the property, located in a communal part of the building. Delivery must take place by 5pm and reasonable evidence of the delivery must be kept;
- (iii) sent to the Tenant at the property via first-class Royal Mail post where reasonable evidence is kept of the delivery. Reasonable evidence of the delivery must be kept.

Notices that are hand-delivered to the Tenant in person, or to the property (or to the last known address for the Tenant) by 5pm and where reasonable evidence is kept of the delivery, will be deemed served the next working day (i.e. not including weekends or Bank Holidays).

Notices that are posted via first-class Royal Mail post to the property (or to the last known address for the Tenant) where reasonable evidence is kept of the delivery, will be deemed served two working days later (i.e. not including weekends or Bank Holidays) provided it is not returned by the postal service.

Section 4: General Terms

These are the things that both parties to this agreement agree to. It is important to understand that if either party breaks, or does not comply with, any of these obligations, the other party may be entitled to claim damages or compensation, or to seek other legal remedies, against the other.

4.1 Data Protection:

It is agreed that personal information of both the Landlord and the Tenant will be retained by any appointed Agent. The Agent may provide present and future addresses and contact details of both parties to each other, to third parties including authorized contractors, credit and reference agencies, local authorities, service providers, legal advisers, debt collectors; and (where requested) given to Her Majesty's Revenue & Customs or any recognized party investigating criminal activity. The Tenant must ensure he informs the Landlord and the Agent of any changes to their contact details.

4.2 Periodic Tenancies:

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 not less than one month's written notice which must also expire on the last day of a period of the continuation tenancy.

4.3 Inventory and Condition of the Premises:

Both parties hereby agree to the following:

- a. **Producing an inventory:** The Landlord will be responsible for arranging to have (and paying for) an inventory and description of the condition of the property to be provided for the start of the tenancy.
- b. **Checking the inventory at the start of the tenancy:** The Landlord will be responsible for paying the cost of having someone meet the Tenant at the property to check the inventory with the Tenant at the start of the tenancy.
- c. **Accepting the inventory:** Unless the Landlord hear from the Tenant to the contrary within seven days of the start of the tenancy, the Landlord will presume that the Tenant agree to the terms of the inventory as being a true and full record of the contents & condition of the property at the time the Tenant took occupation.
- d. **Checking the inventory at the end of the tenancy:** The Landlord will arrange for someone to meet the Tenant at the property to check the inventory with the Tenant at the end of the tenancy. The Tenant will be responsible for paying (in advance) the fee for this. If the Tenant fail to attend the appointment to check the inventory the Tenant hereby agree to accept the findings, in its absence.

4.4 Legislation & Notices:

General: If a Court decides that some part of this agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 do not apply to this agreement. Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract.

The Consumer Protection (Distance Selling) Regulations 2000

It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and The Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

4.5 Acceptance of Monies:

It is agreed that if the Landlord (or his Agent) accepts money from the Tenant after any one or more of the conditions which may lead to a claim for possession by the Landlord, that the acceptance of monies will not create a new agreement and/or amount to or be deemed to be, a waiver of breaches of covenant by the Tenant and the Landlord will still, within the restrictions of the law, be able to forfeit the lease and/or pursue a claim for possession.

4.6 Returning Rent to the Tenant:

Where applicable and where it is agreed by both parties in writing, that some rent becomes lawfully due to be returned to the tenant, these monies will be sent back to the Tenant within 5 (five) working days of the agreed end of the tenancy (or the sooner determination thereof) and upon vacant possession being obtained. All payments will be credited directly to the Tenant's nominated bank, no cheque or cash payments will be available.

4.7 Prescribed Information

The tenant thereby agrees to receive and accept copies of Gas Safety Records, EPCs, Prescribed Information Notices, the Government 'How to Rent' booklet, Deposit Scheme leaflets and Deposit Protection Certificates by email and will confirm receipt of these documents.

Section 5: The Deposit

5.1 Where the Tenant has paid a Deposit:

The deposit will be held by the Agent or the Landlord for the whole of the term, and for any subsequent term and will be held in the Agent's Clients' Account and separated from any business and operational moneys of the Agent.

5.2 The Deposit has been taken for the following purposes:

- (i) Any damage, or compensation for damage, to the property its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- (ii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- (iii) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax Incurred at the property for which the tenant is liable.
- (iv) Any rent or other money due or payable by the tenant under the Tenancy Agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

5.3 At the end of the Tenancy:

The deposit will be refunded to the Tenant when the tenancy ends (however it ends) and vacant possession has been provided to the Landlord so long as the Tenant has kept to all of the terms and conditions set out in this agreement and subject to any reasonable deductions properly made by the Landlord to cover any unpaid rent, any other payments legally due and any reasonable costs incurred or losses caused to him by any breaches of the obligations of this Agreement by the Tenant.

The Deposit shall be repayable to the Tenant as soon as reasonably practicable; however, the Landlord shall not be bound to return the Deposit until after he has had a reasonable opportunity to assess the costs of any repairs required because of any breaches of his obligations by the Tenant or other sums properly due to the Landlord. The Landlord shall not, save in exceptional circumstances, be entitled to withhold repayment of the deposit money for more than 7 days after the end of the tenancy. The Tenant must also supply copies of paid finalized bills from all Utility suppliers to the Landlord (or to his Agent) within 7 days following the end of the tenancy. Any deposit cannot be refunded without them.

If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

The refund will be in the form of a Bank Transfer to the Company nominated bank account.

5.4 Deposit Replacement Insurance Policy:

The deposit can be replaced by a Deposit Replacement Insurance Policy with a recognized Insurance Provider of such Policies. This must be in place at the time of the agreement.

This Policy will cover the Landlord for damage to the property and unpaid rent. This will cover any damage (dilapidations) cover for up to 6 weeks' rental value. It will cover the early vacation of property in the last month and remove any regulatory burdens on either party.

The Tenant will arrange **9 monthly property inspections**.

The Tenant will pay for this policy at the beginning of the tenancy.

Section 6: Additions & Variations

These are specific things that both parties agree to:

6.1 Pets:

The Tenant must not breed or keep any animals, reptiles, rodents or birds or insects at the property without first obtaining prior written consent from the Landlord (or from his Agent). Such consent shall not be unreasonably withheld or delayed but the Landlord reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given. If consent is given, the Tenant may be asked to pay an additional amount of deposit to cover any possible damage caused. The Tenant may also be asked to arrange for the rectification of any damage caused (or the reasonable costs thereof) or for the costs of any required de-infestation, cleaning, fumigation of the property and its furnishings.

6.2 Smoking:

The Tenant must not smoke tobacco or any other products inside the property or in any part of the building nor allow its invited guests, visitors or permitted occupiers to do so. If the Tenant or any of its invited guests, visitors or permitted occupiers are found to be in breach of this clause, the Tenant must pay for the reasonable costs of cleaning and/or fumigation of the property's furniture and furnishings, for rectification of any damage caused, for any items that need to be replaced as a result and for any amounts of compensation or damages resulting from the breach.

6.3 Prior Access

The Landlord permits the Tenant Prior Access to the property to carry out necessarily work 2 weeks prior to the start of the tenancy as mutually agreed between them.

6.4 Prior advertising and viewing access

The tenant is permitted to advertise and market the property for occupancy before the start of the tenancy and viewings can be arranged with the landlord with at least 24 hours' and/or suitable notice. During the Tenant's tenure it is permitted to use images of the property for its promotion to its clients and to erect a suitable advertising board at the property as may be required to promote its services to others or secure similar properties.

6.5 Permissions, Authorities and Compliance

The Landlord gives his undertaking that all relevant permissions are in or will be in place at the commencement of the tenancy with those who have an interest in the property including and not limited to mortgage lenders, charge holders, insurance companies for its use as a residential family home or a house in multiple occupation up to 6 occupants. The Landlord shall undertake to work with the tenant in order to ensure the property meets any compliance with planning, licensing and housing regulations and will reasonably assist the Tenant seeking any permissions to comply with any changes in legislation or regulations. During the tenancy, the landlord is responsible fully for ensuring the property is fully compliant with current licensing and regulations.

6.6 Leasehold Property:

If the Tenant is renting a flat/apartment, these regulations will apply to the Tenant (as well as all other tenant obligations under this agreement) regarding its responsibilities for any shared/communal areas of the building.

- a. The Tenant nor anyone The Tenant is responsible for under this agreement, must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and the Tenant must keep them free from rubbish. All rubbish and recyclable materials must be bagged appropriately (the Tenant must provide and pay for the bags) and placed in the designated area provided for it to be disposed of, observing any specific instructions as displayed.
- b. The Tenant nor anyone The Tenant is responsible for under this agreement, must not allow any rubbish to build up in the property or in any parts of the building.
- c. The Tenant nor anyone The Tenant is responsible for under this agreement, must not dump any furniture or other items on any part of the property or in any communal areas.
- d. The Tenant nor anyone The Tenant is responsible for under this agreement, must not pour any oil, grease or other substance down any drain or pipe in or around the property which might be dangerous or damage the drainage system.
- e. The Tenant nor anyone The Tenant is responsible for under this agreement, must not hang any clothing (or any other materials) in or on any external part of the property or building apart from in the designated areas nor hang them out of any windows/vents.
- f. The Tenant nor anyone The Tenant is responsible for under this agreement, must not place any pot, flowerpot, window box or any container of any kind on any external window sill, ledge or communal part of the property or the building.
- g. The Tenant must not throw anything out of any window or opening of the property or building or shake any mats/rugs or other items out of any windows or openings.
- h. The Tenant nor anyone The Tenant is responsible for under this agreement, must not keep or bring any bird, cat, dog, reptile or other animal into the property or into the building without first getting prior written permission from the Landlord (or his Agent) and from the Managing Agent. This permission may be withdrawn later.
- i. The Tenant nor anyone The Tenant is responsible for under this agreement, must not use (or allow anyone to use) any lift in the building to carry goods/furniture or more people than the weight or number allowed, as shown in the lift.

- j. The Tenant nor anyone The Tenant is responsible for under this agreement, must not keep at, or bring into, the property or the building anything which is or may become, unclean or unsightly in the opinion of the Landlord or Managing Agent.
- k. Neither the Tenant, nor anyone The Tenant is responsible for under this agreement, may park any vehicles on any part of the property, or of the building, without the express permission of the Landlord.
- l. The Tenant nor anyone The Tenant is responsible for under this agreement, must not use any form of barbecue equipment or patio heaters on any part of the property or the building nor use any balcony area for cooking or barbecues.
- m. The Tenant nor anyone The Tenant is responsible for under this agreement, must not block or obstruct any communal parts of the building or its stairwells nor store bicycles, prams or bulky items in any communal areas/hallways/cupboards.
- n. The Tenant must ensure that any mailbox allocated apartment that is in a communal area of the building is emptied on a regular basis and kept locked always.
- o. The Tenant nor anyone The Tenant is responsible for under this agreement, must not loiter, play ball games nor make any avoidable noise in any communal parts of the building.
- p. The Tenant nor anyone The Tenant is responsible for under this agreement, must not use, store or keep any waterbeds at the property.

6.6 Permitted Occupation:

The Tenant is permitted to contract with its clients and its clients' employees and contractors or third parties to use the premises under licence and to use it either as a one family occupier or as occupiers in common or separately sharing the property in common or in part as a House in Multiple Occupation as required for periods during the fixed term. There will be no more than seven occupiers unless those occupiers form a single household. The Landlord's written consent must be obtained to have more than seven occupiers from more than one family group.

6.7 Occupants:

The Tenant will carry out all necessary checks required by law and otherwise as required under the Immigration Act 2014 to ensure that all occupants have the Right to Occupation in England as required by that act. The Tenant will keep records of the occupants' identity as required by the same act and will provide the Landlord the name of each occupant as they occupy the premises. The Tenant always will be responsible in law for compliance of the Immigration Act 2014 and conducting the necessary checks. The Tenant will comply with the Data Protection Act 1988 and its amends such as GDPR of 2018 in relation to occupants and will share information with the Landlord from time to time as may be required to affect a good working relationship and with the prior permission of those with whom the data relates.

The Tenant will be responsible for providing any terms of agreement with occupants in writing as Tenancy Agreements and/or Occupation under Licence and will be responsible for complying with any Landlord and Tenant Legislation including obtaining possession at the determination of this agreement to give vacant possession to the Landlord. The Tenant assumes responsibility for the removal of occupants it has granted occupation to when required.

6.8 Additional Keys:

The number of keys supplied will be equal to the number of occupants plus two for which the Tenant will pay for their production or the Tenant will reproduce with the Landlord's express permission. The extra two being for the tenant and its service personnel.

6.09 Maintenance Insurance Policy

The Landlord is responsible for taking out appropriate insurance policy to cover his obligations under the Landlord and Tenant Act 1985 Sections 11-16 which includes and is not limited to cover maintenance and repair and keep in proper working order of the structure and exterior of the dwelling-house (including drains, gutters and external pipes), the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, for making use of the supply of water, gas or electricity) as well as for space heating and heating water. The Landlord will provide the policy number to the Tenant.

6.10 Property Licensing and Planning

During the term of this agreement and any periodic tenancy that follows the Tenant whilst the Tenant has obligations for the occupation of the property will ensure and inform the Landlord of appropriate local authority planning and licensing requirements so they are in full force and effect for the property depending on the type of occupation that is applicable at the time and that the regulations to such licensing and planning are complied with by the Landlord.

6.11 Electronic Signing:

It is agreed between the parties that the Agreement may be signed electronically by either party or both parties on their behalf and include all the pages of the agreement.

6.12 Mutual Break Clause

The Landlord:

At any time following the expiry of **12 months** from the commencement date of this tenancy the Landlord may terminate the tenancy using this break clause by providing a **minimum of six (6) calendar months'** written notice to the Tenant. This notice must be given in writing in its original form (i.e. on paper or electronic mail or but not by fax) and may be served by his Agent on his behalf.

The Landlord may not serve notice under this Break Clause to expire on a Sunday, a Bank Holiday nor between 10th December and 10th January inclusive.

The Tenant:

At any time following the expiry of **12 months** from the commencement date of this tenancy, the Tenant may terminate the tenancy using this break clause by providing a **minimum of six (6) calendar months'** written notice to the Landlord or to his Agent. The Tenant must give this notice in writing in its original form (i.e. on paper or electronic mail or but not by fax) and it must be signed and dated by an authorised signatory of the Tenant company.

The Tenant may not serve notice under this Break Clause to expire on a Sunday, a Bank Holiday nor between 10th December and 10th January inclusive.

Upon the expiry of correctly served notice under this clause, the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement.

General:

Any betterment that has occurred at the property through improvements by the tenant will be reimbursed by the Landlord to the tenant if the break clause is exercised in the **initial 36 month period** of the agreement less a fair deduction for wear and tear usage.

Change in legislation:

In the event that the changes in legislation or regulations during the term of the Agreement should cause the Tenant to be unable to viably continue the Tenancy (given examples are but not limited to: Change of Council Tax to Charge by the Room or the charging of VAT on rental payments for domestic properties and buildings, etc,) the Tenant may serve the relevant notice to the Landlord to negotiate the terms and rent to compensate for this or serve relevant notice to terminate the agreement. Save, that the parties can mutually renegotiate terms to this agreement to retract the notice.

6.13 Minor Maintenance Management

The Tenant will carry out any minor maintenance tasks during the tenancy and up to and including **expenditure of £200** in any single calendar month without further reference to the Landlord. Anything above that will be covered by the Landlord by prior authorisation and offset through the monthly rental payment or direct settlement by the Landlord with the contractor.

Section 7: Signatures

Signatures:

By signing this agreement, both parties hereby agree that the Landlord and the Tenant have read and accept all terms & conditions contained within this tenancy agreement.

Signed as a Deed:

Signed by / for and on behalf of, the **LANDLORD(s)**

Dated: _____

In the presence of:

Witness Signature: _____

Witness Name & Address: _____

Signed by / for and on behalf of, the **TENANT COMPANY**

Dated: _____

Name of signatory: _____

Position within Company: _____

In the presence of:

Witness Signature: _____

Witness Name & Address: _____
