



TENANCY AGREEMENT

RESIDENTIAL LETTING OF AN ASSURED SHORTHOLD TENANCY
UNDER PART 1 OF THE HOUSING ACT 1988 AS AMENDED 1996

BINDING DATE	the	day of	2019
THE LANDLORD of			
THE TENANT of			
THE GUARANTOR of			

WHEREBY IT IS AGREED BETWEEN THE ABOVE PARTIES that the Landlord lets and the Tenant takes for the Term and Rent and under the conditions outlined in this Agreement to which all parties agree to be bound:

- (i) all those premises ("the property") comprising one dwelling unit together with all means of access thereto save for any Exclusions as specified in Clause 8 of this Agreement and
- (ii) the use of the garden and garage (if any) save for any Exclusions as specified in Clause 8
- (iii) the fixtures furniture and effects ("the contents") as specified in the Inventory of Contents and Schedule of Condition ("the inventory")

THE PROPERTY	
THE TERM	12 months Commencing Expiring
RENTAL PERIOD	Every calendar month commencing on the first day of the term stated above
THE RENT	£1,000.00 (One Thousand Pounds) for each rental period throughout the term stated above exclusive of council tax, water rates and all services
PAYABLE	In advance clear of all deductions in equal monthly instalments THE FIRST PAYMENT due to the Landlord's Agent prior to the commencement of the Tenancy THE SECOND AND THIRD PAYMENT (IF APPLICABLE*) due to the Landlord's Agent by one Standing Order by the first day of each rental period and THEREAFTER by one Standing Order to the Landlord's bank as detailed in the Definitions herein by the first day of each rental period *A Standing Order Mandate setting out the required payment schedule will be provided to the Tenant for presentation to their Bank prior to the commencement of the Tenancy.
THE DEPOSIT	£1,000.00 (One Thousand Pounds) to be held until the expiration or sooner determination of the Tenancy in accordance with the Compulsory Tenancy Deposit Protection Scheme provisions of the Housing Act 2004 by the Custodial Scheme Administrator as detailed under Clause 5 of this Agreement.

IMPORTANT NOTES ABOUT THIS TENANCY AGREEMENT

This Tenancy Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and Tenant agree to do or not to do during the Tenancy. The core terms are detailed in Clauses 1– 7. Any special terms requested by the Tenant and granted by the Landlord, eg consents, are detailed under Clause 8 Special Tenancy Conditions or an Addendum to this Agreement. All terms, conditions and obligations are legally binding once the Tenancy Agreement is signed by all concerned parties and then dated. You should read this Tenancy Agreement carefully to make sure it contains everything you want and nothing you do not wish to agree to. Every attempt has been made to use plain language so that it is easy to understand, however it is necessary to use some legal terms or references. Definitions of some terms and expressions used are listed below, if there is anything you do not understand you should ask for explanation before signing. You might also consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

DEFINITIONS

“Binding Date” the date on which this Tenancy Agreement is “executed” and thereby technically becomes a legally binding contract after both parties (or their authorised representatives) have signed, although it may be possible for either party to take legal action against the other if they withdraw prior to this date.

“the Landlord” the person or persons for the time being who owns the interest in the Property which gives the right to possession of it when this Tenancy ends.

“the Tenant” the person or persons who for the time being is entitled to the Property under this Agreement.

“the Lead Tenant” in the case of Joint Tenants, one of their number who has been nominated to act on their behalf in relation to the Deposit; and where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party.

“Third Party” means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of S212 to S215 of the Housing Act 2004.

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

“the Landlord’s Agent” Irlam0s Estate Agents Ltd of 103 King Street, Knutsford, Cheshire, WA16 6EQ or any other person notified to the Tenant who is acting from time to time on the authority and on behalf of the Landlord. The Landlord’s Agent is not a party to this Agreement.

“the Property” the premises which have been agreed to be let including any parts of the exterior forming part of the let (eg gardens, paths, fences, boundaries or outbuildings). Where the premises is a Flat or forms only part of a property the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

“the Head Lease” the Lease (if any) under which the Landlord holds the Premises and this letting shall be subject to all exceptions and reservations contained therein.

“the Contents” the Landlord’s furniture, furnishings, fixtures, fittings and effects including sanitaryware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

“the Inventory” the Inventory of Contents and Schedule of Condition which refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to the Tenant detailing the Landlord’s fixtures and fittings, the décor and condition of the premises generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy and any significant mistakes or mis-descriptions notified in writing to the Landlord or Agent as soon as practicable and a copy kept for future reference in order to avoid later disputes.

“the Deposit” the sum paid by the Tenant to the Landlord in respect of any damage or disrepair occasioned to the Property (save for fair wear and tear) including in respect of any rent and claims for damages to the Contents or any other obligation contained in this Agreement.

“held as Stakeholder” apportionment of any deposit deductions at the end of the Tenancy must be jointly agreed by Landlord and Tenant before monies are released by the Landlord’s Agent. Any disputed amount will not be paid to either party until mutual agreement is reached or an appropriate third party decision made.

“fair wear and tear” loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or aging.

“Emergency” where there is a risk to life or damage to the fabric of the Property or the fixtures and fittings contained therein.

“the Term” the length of the letting agreed in this Agreement.

“the Tenancy” the full period of occupation of the Property by the Tenant for the defined Term and for any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original defined Term.

Tenants’ Joint & Several Liability Where the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference. A maximum of four people can be joint Tenants.

Landlord or Guarantor Joint & Several Liability Where there are two or more persons included in the expression “The Landlord” or “the Guarantor” the obligations contained in this Agreement which are stated as belonging to the Landlord or the Guarantor shall be the joint and several responsibility of all persons included in these expressions and shall continue until all liabilities have been discharged in full.

Words importing the **singular** number include the **plural** number and vice versa.

Words importing the **masculine** gender only include the **feminine** gender and vice versa.

“the Rent” Unless otherwise stated all rental payments should be made by Standing Order to the Landlord’s bank as follows:

Bank:

Account Name:

Account No:

Sort Code:

1. **TENANT OBLIGATIONS**

The Tenant agrees with the Landlord that throughout the Tenancy the Tenant or Tenants jointly and severally liable for all obligations under this Agreement will:

1.1 **Pay Rent**

Pay the rent and any other sums due to the Landlord whether demanded or not on time and in the manner specified in this Agreement. The rent should be paid in full without any deductions or set-off except for any reasonable deduction where the Landlord is in genuine breach of his repairing or other obligations under this Agreement and where the Landlord or the Landlord's Agent have given prior written consent that a specified reasonable deduction or set-off may be made.

1.2 **Pay Interest**

The Landlord reserves the right to charge interest on any amounts of rent due and in arrears at the rate of 4% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made and recover the interest as though it were rent.

1.3 **Pay Utilities**

Pay direct to the appropriate authority or company all charges for gas electricity fuel (eg oil LPG etc) and water which shall be consumed or supplied on or to the Property, including the costs to de-sludge any septic tanks, with effect from the commencement date of the Tenancy and pay for any transfer or reconnection charge applicable and immediately notify the Landlord or the Landlord's Agent in the event of the transfer of the services to a different supplier.

1.4 **Transfer and Pay for Telephone**

Immediately on the signing of this Agreement arrange if desired for the telephone service to be transferred into your name and with effect from the commencement date of the Tenancy pay direct to the provider all charges for the telephone line rental together with any connection or reconnection charges on the Property and the linked telephone line for the burglar alarm (if applicable) and use of the telephone BUT NOT transfer or change the telephone number or the telephone equipment without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.

1.5 **Pay Council Tax**

Immediately on the signing of this Agreement register with the appropriate Council Tax authority as resident of the Property with effect from the commencement date of the Tenancy and pay the Council Tax in respect of the Property.

1.6 **Pay TV Licence**

Pay for the Television Licence for any television set in the Property whether belonging to the Landlord or Tenant or any hire company.

1.7 **Prohibit New Installation or Disconnection**

Not permit or arrange for a meter to be installed at the Property or for the disconnection or termination of any utility or telephone service without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. Where the Tenant allows, either by default of payment or specific instruction without prior consent, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

1.8 **Care for Property**

Not cause or allow to be caused any damage or loss to the Property and Contents, fair wear and tear excepted, and use the Property and Contents in a proper and Tenant-like manner including where applicable but not restricted to, changing replacing or renewing at his own cost all light bulbs, fuses, plugs, batteries, vacuum cleaner bags and filters, extractor fan filters and dishwasher and water softener salt.

1.9 **Replace Broken Glass**

Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage has been caused as a result of any action or misuse or negligence of the Tenant or any invitee of the Tenant.

1.10 **Smoke Detectors**

Ensure that all smoke detectors (where available) are kept free from obstruction, are tested regularly and batteries are replaced as necessary to ensure they are fully operational at all times. In the event that a contractor is required to attend the Property for this purpose the costs thereby incurred will be payable by the Tenant. In the event that the smoke detector is not working after the fitting of a new battery to promptly report the defect to the Landlord or the Landlord's Agent.

1.11 **Good Repair**

Keep the Interior and Contents of the Property including all electrical gas and other appliances equipment and apparatus (except as provided in Clause 2 of this Agreement) in good repair and condition, fair wear and tear

excepted, and take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.12 **Preserve Interior Condition**

- (i) Preserve the interior and Contents of the Property in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear due to reasonable and normal use and damage by accidental fire and other insured risks excepted, unless as a result of misuse or negligence on the part of the Tenant or any invitee of the Tenant.
- (ii) Permit the Landlord or the Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

1.13 **Clean Windows**

Clean or have cleaned internally and externally all reasonably accessible windows as necessary during the term of the Tenancy and ensure they are in the same clean state at the end of the Tenancy as they were at the beginning.

1.14 **Prevent Obstructions**

At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Property and where reasonable keep gutters gullies and downpipes free of debris and as provided at the commencement of the tenancy in accordance with Clause 2.1 below. Where such blockage is caused as a result of misuse or negligence of the Tenant or any invitee of the Tenant, the Tenant shall pay or be liable to pay the reasonable costs associated with the clearance of the obstruction including loss arising from a claim in respect of the Tenant's breach of obligations under this clause.

1.15 **Protect from Freezing**

At all times take all reasonable precautions to protect the Property against freezing and bursting of pipes provided the pipes and other installations are kept adequately insulated by the Landlord and to protect the Landlord from loss arising from any claim in respect of all damage caused as a result of the Tenant being in breach of this clause.

1.16 **Keep Ventilated**

Keep the Property adequately ventilated and make good use of extractor fans where provided so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the property and its fixtures fittings and contents.

1.17 **Chimneys and Flues**

Keep any chimneys and flues where used during the tenancy thoroughly swept and in clean condition

1.18 **Fuel Storage**

Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or its Contents or decoration.

1.19 **Prevent Infestation**

Not keep any refuse or rubbish on the Property and regularly dispose of same in polythene bags or other suitable receptacles to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease.

1.20 **Maintain Gardens**

Keep any gardens and grounds including any pond terrace or patio included in the property in a neat unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns trees and shrubs in a proper manner as seasonally required but not cut down or remove any trees shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent.

1.21 **Not Alter Property**

Not pull down alter or add to or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent. In the case of any breach of this clause the Tenant shall be responsible for the cost of reinstatement or redecoration at the expiration or sooner termination of the Tenancy.

1.22 **Not Remove Contents**

Not remove or allow the removal from the Property save for the purpose of cleaning or repair of any of the Contents of the Property nor store the same in any loft basement garage or outbuilding without the prior written consent of the Landlord or the Landlord's Agent which if granted will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement

1.23 **Not Affix Items to Walls**

Not to hang pictures, other than by the existing picture hooks or fastenings referred to in the Inventory; nor

affix anything by use of sellotape or blu-tac or any other adhesive material; nor cut into or make any holes or pierce nail pin screw peg or bolt into the wall ceilings floors or Contents of the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.24 **Not Post Signs**

Not to exhibit affix or display or allow to be exhibited affixed or displayed any notice board or notice visible from outside the Property advertising any profession trade or business or any goods or services without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.25 **Not Affix or Erect Aerial or Satellite Dish**

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

1.26 **Not Keep Pets**

Not keep or allow to be kept on the Property any animal bird or domestic pet without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.27 **Smoking Prohibition**

Not to smoke or allow any occupier or invitee to smoke any cigarettes cigars pipes or other form of tobacco or other substance within the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining discolouration burn marks or odour caused to the property.

1.28 **Not Change Locks**

- (i) Not alter change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an emergency, without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.
- (ii) Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent and at the end of the tenancy the Tenant must provide the same number of sets of keys for the new locks as were provided by the Landlord at the commencement of the Tenancy.
- (iii) Where consent to have additional keys or remote control devices is granted, all such additional keys or remote control devices must be given to the Landlord or the Landlord's Agent at the end of the tenancy.
- (iv) Where the Landlord or the Landlord's Agent are required to obtain and/or copy keys as a result of the Tenant losing keys, a charge shall be incurred by the Tenant of £15.00 inclusive of VAT per hour or part hour spent by the Landlord or their Agent plus the costs associated with copying keys.

1.29 **Use of Burglar Alarm**

Take every precaution to ensure the correct use of the burglar alarm system if provided to the Property and not permit the burglar alarm or the pre-set digital burglar alarm code to be changed without the consent of the Landlord or the Landlord's Agent which cannot be unreasonably withheld. Pay any call out charge or costs for repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant.

1.30 **Secure Property**

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

1.31 **Notify & Action if Unoccupied**

- (i) Not leave the Property vacant unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.
- (ii) Following periods of absence or non-use, flush through the water systems, eg taps, showers etc., to reduce the risk from exposure to legionella bacteria.

1.32 **Uninsured Losses & Excess**

Undertake to repay to the Landlord all sums not payable by the Landlord's Insurers, or any excess sum payable under the Landlord's insurance policy, in respect of any damage or loss to the Property or the Contents arising as a result of accidental damage misuse or negligence by the Tenant or any invitee of the Tenant, or of any default or breach of any of the Terms of this Agreement.

1.33 **Landlord's Insurance**

Not do or permit to be done any act or thing which may render void or invalidate any policy of insurance on the Property or the Building nor which may cause an increased premium to be payable. In such event the Tenant will pay or be liable to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord rendered necessary by a breach of this clause. Details of the Landlord's insurance will be provided if requested.

1.34 **Tenant's Insurance**

- (i) **Personal Effects & Possessions:**
 - (a) On the understanding that no cover is provided by any insurance policy maintained by the Landlord for any personal effects or possessions introduced into the Property by the Tenant, the Tenant is strongly advised to arrange for full and adequate insurance cover for the loss or damage of such personal items.
 - (b) In any event the Tenant shall be personally liable for any loss or damage occasioned to the Landlord's Property or Contents by the introduction and use of such personal items by the Tenant.
- (ii) **Accidental Damage to the Landlord's Effects:**
 - (a) The Tenant is responsible for any accidental damage which may be caused to the Landlord's Property and its Contents as outlined in the Inventory as a result of the Tenant's mis-use or negligence. It is recommended that the Tenant's personal effects insurance outlined in 1.36(i) above is extended to provide reasonable cover to the value of no less than £2,500, against such accidental damage of the Landlord's effects.
 - (b) The insurance policy should be made available to the Landlord or the Landlord's Agent on or before the signing of this Tenancy Agreement. In the event that the Tenant does not choose to arrange suitable insurance cover the Landlord reserves the right to increase the amount of the Deposit for the Property as outlined in Clause 5 of this Tenancy Agreement.

1.35 **Permit Access**

Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent at reasonable hours by prior appointment (save in the case of an emergency) to enter the Property to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property or require access to effect work to a neighbouring property or boundary divide.

1.36 **Permit Viewing**

Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent by reasonable prior appointment to show the Property

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

1.37 **Permit Notices**

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

1.38 **Take Remedial Action**

In an emergency to take appropriate reasonable minimum remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

1.39 **Give Notice of Defects**

Notify the Landlord or the Landlord's Agent immediately upon becoming aware of:

- (i) any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant
- (ii) any burglary or attempted burglary upon the Property

and the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

1.40 Forward Notices

Pass to the Landlord or the Landlord's Agent as outlined in clause 6.2 of this Agreement without undue delay and as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property with the exception of obvious circulars or marketing material. The Tenant may be liable for penalties imposed on the Landlord arising from failure to reasonably comply with this requirement.

1.41 Head Lease

Where applicable:

- (i) provided the Tenant is notified in writing prior to signing this Agreement or by provision of copy documents outlining any agreements or restrictions contained in any superior or head lease which may bind the landlord (and his tenant) in the use or occupation of the property, the Tenant agrees to observe and not breach or contravene such terms of the Head Lease under which the Landlord holds the Property.
- (ii) The Tenant will comply with all and any regulations made by the Superior Landlords from time to time relating to the building and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

1.42 Deed of Covenant

Where applicable at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the Superior Landlords may reasonably require in accordance with the terms of the Head Lease (if any)

1.43 Communal Areas

Where applicable not obstruct any common passageways hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property. Nor hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord or the Landlord's Agent.

1.44 Not Assign or Sublet

- (i) Not assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.
- (ii) Not mortgage or charge the benefit of this Agreement or sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement, nor take in or receive paying guests or lodgers.

1.45 Not Cause Nuisance

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

1.46 Music and Noise

Not play any musical instrument music player radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am.

1.47 Permitted Use

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

- (i) not to carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property and
- (ii) not to hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon and
- (iii) not to use or permit the Property or any part thereof to be used for any illegal or immoral purposes.

1.48 **Combustible Matter**

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

1.49 **Own Gas Appliances**

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

1.50 **Prohibited Substances**

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

1.51 **End of Tenancy**

At the expiration or sooner termination of the Tenancy:

- (i) deliver up to the Landlord possession of the Property and its Contents furniture fixtures and fittings in a sound and clean condition as at the beginning of the Tenancy (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory
- (ii) make good and/or pay for the repair of or replace with articles of similar kind and equal value or pay compensation for all such items of the Contents as shall be broken lost damaged or destroyed accidentally or wilfully during the Tenancy.
- (iii) clean to a good professional standard or arrange and pay for the professional cleaning of the Property and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the tenancy or contribute a fair proportion towards the cost of the final cleaning thereof. Upon request provide receipts to the Landlord or the Landlord's Agent to demonstrate compliance with this clause.
- (iv) attend or appoint a representative to attend the checking of the Inventory
- (v) notify all utility and council tax authorities of the date of termination of the Tenancy and pay all outstanding accounts with the service providers up to and including the day of termination and not allow such services to be cut off or disconnected. In the event that the Tenant allows, either by default of payment or specific instruction, the disconnection of services, he will be liable to pay the costs associated with reconnecting or resuming those services.
- (vi) arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property
- (vii) deliver all keys and remote control devices to the Landlord or the Landlord's Agent on the last day of the tenancy or at the check-out of the inventory, whichever is the earlier, and pay to the Landlord any costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing.
- (viii) remove all personal items. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Property after the end or earlier termination of the Tenancy. Except where it is apparent that the items have been deliberately discarded, the Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the deposit or from any sale proceeds if applicable, and if there are any costs remaining they will remain the Tenant's liability.
- (ix) provide the Landlord or the Landlord's Agent with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give this forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and the Council Tax authority.
- (x) provide the Landlord or the Landlord's Agent with receipted evidence that all accounts for the services outlined in 1.54 (ix) and council tax have been fully paid up to and including the last day of the Tenancy and permit the Landlord or the Landlord's Agent to retain a reasonable portion of the Tenant's security deposit as outlined in Clause 5 until such evidence has been provided.

1.52 **Breach of Tenancy**

- (i) The Tenant shall pay or be liable to pay to the Landlord, unless a court orders otherwise, the reasonable legal costs and expenses (including VAT), whether or not the same shall result in court proceedings, properly incurred by the Landlord or the Landlord's Agent or professional advisers in the enforcement or remedy of any breach of the Tenant obligations under this Agreement.
- (ii) The Tenant shall pay the cost of any bank or other reasonable charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonoured by the Tenant's bank.

1.53 **Housing Benefit**

In the event of the Tenant making a claim for Housing Benefit, the Tenant shall:

- (i) immediately upon making such a claim advise the Landlord or the Landlord's Agent;
- (ii) pay any shortfall in rent or other payments due to the Landlord not included in the Housing Benefit payment, to the Landlord or the Landlord's Agent in a timely manner and not allow such payments to fall into arrears;
- (iii) immediately notify the relevant Housing Benefit Department and the Landlord or the Landlord's Agent of any change in circumstance which may affect the Benefit entitlement;
- (iv) be liable at any time to reimburse the Landlord or the Landlord's Agent any sums which the Landlord or the Landlord's Agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord or the Landlord's Agent on behalf of the Tenant, and has been accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

2. LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant that the Landlord will:

2.1 **Deliver Up Property**

At the commencement of the Tenancy deliver:

- (i) the Property and Contents in a condition which is tidy and clean to a professional standard;
- (ii) any working chimney and all gutters, drains and down pipes clear and free of debris;
- (iii) all appliances in proper working order; and
- (iv) provide upon request receipts to demonstrate compliance with this clause.

2.2 **Allow Quiet Enjoyment**

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption provided that the Tenant under the terms of this Agreement is paying the rent and complying with the Tenant obligations.

2.3 **Pay Outgoings**

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property other than those described in this Agreement as being payable by the Tenant.

2.4 **Provide Telephone Line**

Provide a telephone line (hard wiring and minimum one telephone point) to the property in addition to any telephone line linked to any burglar alarm system. Any transfer or reconnection charge that may be levied by the service provider at the commencement of the Tenancy will be payable by the Tenant as per clause 1.6.

2.5 **Maintain Property**

- (i) Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 the Landlord & Tenant Act 1985 as amended by Section 116 of the Housing Act 1988. This liability obliges the Landlord to repair the structure of the Premises and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or water heating but not other fixtures fittings and appliances for making use of the supply of water and electricity).
- (ii) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligation provided it is understood that this obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 1.39 above.
- (iii) This obligation shall not be construed as requiring the Landlord to:
 - (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the premises in a tenant-like manner as referred to in Clause 1.8;

- (b) rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest flood or other inevitable accident;
- (c) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

2.6 **Maintain Appliances**

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

2.7 **Burglar Alarm**

Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant shall be payable by the Tenant.

2.8 **Head Lease**

Where applicable and save where the same are the responsibility of the Tenant by virtue of this Agreement the Landlord will observe perform and carry out at his own cost such repairs and decorations as may be required by virtue of the provisions of the Head Lease under which the Landlord holds the Property.

2.9 **Common Parts**

Where applicable and unless prevented by any cause not under the direct control of the Landlord to use his reasonable endeavours to ensure any common parts entrance hall staircase passageway and lift are clean and properly lit and that any other maintenance and repairs affecting the Property which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

2.10 **Insurance**

Insure and maintain a comprehensive policy of insurance on the Property (or use his reasonable endeavours to ensure that any Superior Landlord or Freeholder do so) and on the Contents (but not for those personal items or possessions introduced into the Property by the Tenant – see clauses 1.32, 1.33 and 1.34 above) for the duration of the Tenancy in the full insurable value against fire flood escape of water and other insurable risks. The Landlord will not be in breach of the provisions of this clause if the policy is made void by any act or omission or default of the Tenant or any invitee of the Tenant.

2.11 **Habitation**

If the Property or part of the Property is destroyed or damaged by any insured risk so as to be unfit for occupation or use, and provided such damage is not as a result of any fault or negligence on the part of the Tenant or any invitee of the Tenant which would as a consequence make the Landlord's insurance invalid:

- (i) the rent or a fair proportion according to the nature and extent of the damage sustained shall be suspended and cease to be payable until such time as the Property shall again be rendered fit for occupation and use, or
- (ii) in the event that the extent of the damage is such that the Property is unfit for occupation or use for a period in excess of one month either party may give written notice to terminate the Tenancy immediately and any rent, or a fair proportion according to the nature and extent of the damage sustained, paid to the Tenant by the Landlord,
- (iii) provided always that it is understood that the Landlord shall not be liable to pay any compensation to the Tenant.

2.12 **Arbitration**

If the Landlord and the Tenant do not agree on the fair proportion payable under clause 2.11 above then such dispute or difference may be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification thereof to be appointed on the application of either the Landlord or the Tenant provided that:

- (i) both parties are in agreement to so doing and will pay the cost thereof in equal shares or in such shares as the arbitrator may determine, and
- (ii) it is understood that this clause does not affect either party's right to pursue a dispute through the courts in the usual way.

2.13 **Title and Consents**

The Landlord warrants that he is the sole owner of the leasehold or freehold interest in the Property and that all consents necessary to enable him to enter into this Agreement have been obtained.

2.14 **Safety Regulations**

The Landlord warrants that:

- (i) Where applicable all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- (ii) All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Tenancy.
- (iii) All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994 and that the Landlord will at his own expense maintain the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant or any invitee of the Tenant).

3 **FORFEITURE**

3.1 **Provision for Re-Entry**

In the event of any of the circumstances stated in (i) – (iv) below, the Landlord may seek a court order to bring the Tenancy to an end. Upon the grant of a possession order the Tenancy shall be terminated and the Landlord may re-enter and recover possession of the Property and Contents. Such action will not restrict or limit any other rights or remedies of action the Landlord may have under this Agreement.

- (i) If the Tenant is at least fourteen (14) days late in paying the rent or any part of the rent (whether legally demanded or not).
- (ii) In the event of the breach of any agreements on the part of the Tenant and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 and Grounds 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 as follows:

Mandatory Ground

Ground 8: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the tenancy agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property),

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property),

Ground 17: the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

- (iii) If the Property shall be left vacant or unoccupied for twenty eight days without any notification having been given to the Landlord or the Landlord's Agent.
- (iv) If the Tenant is adjudicated bankrupt or makes application for an interim order or enters any voluntary arrangements with his creditors or suffers the process of execution or distraint upon his goods.

3.2 **Acceptance of Rent**

Acceptance of rent by the Landlord shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement.

4 INVENTORY

4.1 Inventory Make

The Landlord will be responsible for providing a fully comprehensive Inventory of Contents and Schedule of Condition of the Property at the commencement of the Tenancy and for arranging the checking of the Inventory at the termination of the Tenancy.

4.2 Use of Inventory

A copy of the Inventory of Contents and Schedule of Condition of the Property shall be provided to the Tenant upon commencement of this Tenancy for verification. The principal verified copy will be retained by the Landlord or the Landlord's Agent. At the termination of the Tenancy the Inventory shall be used for the purposes of Clause 5 of this Agreement.

5 DEPOSIT

The Deposit is protected under the Tenancy Deposit Protection Scheme provisions of the Housing Act 2004, details of which will be provided to the Tenant by the person holding the Deposit, as detailed below. If the Agent fails to provide the details and proof of which Scheme the Deposit is being held under within 30 days of the Deposit being paid, the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

5.1 Deposit Paid and Held

Prior to the commencement of the Tenancy hereby created the Tenant (or a Third Party on behalf of the Tenant) will pay to the Landlord's Agent the sum specified herein as Deposit, as security for and in respect of the performance by the Tenant of all the obligations contained in this Agreement including those set out in 5.2 and in accordance with the Compulsory Tenancy Deposit Protection provisions of the Housing Act 2004.

The Deposit will be passed by the Landlord's Agent to the Custodial Scheme Administrator (The Deposit Protection Service (The DPS)) to hold throughout the term and until the termination of the Tenancy in accordance with the Terms and Conditions of The DPS.

The DPS will confirm in writing to the Tenant that the Deposit has been received by them and provide information relating to the applicable time-scale for the return of the Deposit and the arrangements for the resolution of any disputes that may arise (ADR).

The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com

5.2 Tenant Liability

The Deposit will be applied in whole or in part to pay for:

- (i) any sum in respect of any damage or disrepair, or compensation for damage or disrepair, to the Property and Contents or for missing items for which the Tenant may be liable subject to allowance for reasonable fair wear and tear and for the age and condition at the commencement of the tenancy;
- (ii) fair costs incurred in compensating or rectifying or remedying any breach by the Tenant of the obligations under this Agreement including those relating to cleaning;
- (iii) any sum remaining unpaid after the termination of the Tenancy which is lawfully due or payable by the Tenant to the Landlord, or any utility or service provider or other authority;

provided that the sum of the Deposit shall not limit the liability of the Tenant and it is understood that nothing shall absolve the Tenant from the obligations to pay rental and outgoings when they become due during the Tenancy.

5.3 Deductions from the Deposit

No deductions may be made from the Deposit at any time without the written consent of both the Tenant and the Landlord.

5.4 Return

At the end of the Tenancy an account of any sums due to the Landlord, including the Agent's reasonable fees and disbursements, to arrange or undertake the remedy of any damage occasioned to the Property and Contents for which the Tenant may be liable under the terms of the Tenancy Agreement, will be served on the Tenant and upon the agreement of both the Landlord and the Tenant the balance of the Deposit if any, will be released by The DPS to the Tenant or the Lead Tenant or any Third Party as applicable. Interest may be payable at the discretion of The DPS. In the event that the Deposit is insufficient to pay all liabilities the remainder shall remain due and payable by the Tenant to the Landlord.

5.5 Lead Tenant

In the event of Joint Tenants or a Third Party, the Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf in connection with the Deposit. Any change in the details of

the Lead Tenant must immediately be notified to the Landlord and the Landlord's Agent. Should the Lead Tenant depart the property the remaining Tenants must immediately nominate a replacement and inform The DPS and the Landlord's Agent accordingly.

5.6 **Change of Joint Tenants**

As outlined in Clause 1.46 above, the Tenants may not re-assign possession or occupation of the Property without the prior written consent of the Landlord or the Landlord's Agent. In the event that such consent is requested and granted, it is the responsibility of the Tenant(s) to financially recompense one another outside of the scope of the DPS for repayment of any share of the Deposit that may become due to a departing Joint Tenant or to a Third Party. This includes the recompense of interest earned to date.

5.7 **Deposit Disputes**

In the event of a Dispute, this will be dealt with in accordance with the provisions of the Tenancy Deposit Protection Scheme Alternative Dispute Resolution (ADR) as administered by The DPS, the details of which will be provided to the Tenant at the start of the Tenancy. This will not however affect either party's right to pursue a dispute through the courts in the usual way.

6 NOTICES

6.1 **Validity of Service**

- (i) In accordance with Section 196 of the Law of Property Act 1925 any notice or document to be served by either party in relation to this Tenancy shall be deemed to have been validly and sufficiently served if in writing and delivered to the receiving party's address or last known address by hand or sent by first class post or by registered post or recorded delivery or electronic mail or facsimile transmission and any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand or electronically delivered prior to 5.00 pm it shall be deemed to have been served on the next working day. Reasonable evidence should be kept of the delivery. Notice served by facsimile transmission or by electronic mail alone is not sufficient.
- (ii) Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.

6.2 **Service of Notice**

For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 1 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

6.3 **Housing Act 1988**

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by Section 19A of the Housing Act 1996, and the provisions for the mandatory recovery of possession by the Landlord in Section 21 thereof apply accordingly as do the provisions of Schedule 2 of that Act.

- (i) These provisions require the Landlord or the Landlord's Agent to give the Tenant not less than two months notice in writing to terminate this Agreement unless possession is required following a breach of this Agreement on the part of the Tenant. Where possession is sought on non-breach grounds the notice served by the Landlord or the Landlord's Agents cannot expire before the end of the fixed term specified on page 1 of this Agreement unless served in accordance with an early termination clause which, if applicable to this Tenancy, will be detailed under Section 8 Special Tenancy Conditions in this Agreement. The Tenant is required to vacate the property upon the expiry of a lawfully served Section 21 notice on the Tenant, either at the expiry of the specified fixed term or in accordance with an early termination clause.
- (ii) The Tenant
 - (a) acknowledges that immediately before entering into this Agreement he was not himself or jointly with any other person a protected or statutory Tenant of the Property and
 - (b) declares that for the duration of the Tenancy hereby created the Property is to be his main and principal home as defined within the meaning of Part 1 Section 1 of the Housing Act 1988

7 MISCELLANEOUS

7.1 **Cost of Agreements**

The cost of preparing this Tenancy Agreement, and any subsequent Renewal Agreement or Memorandum in relation to any fixed term renewal or periodic term extension of the Tenancy which may be agreed between the Landlord and the Tenant, shall be borne solely by the Landlord.

7.2 **Stamp Duty Land Tax**

The Tenant shall be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from HM Revenue & Customs enquiry line on 0845 6030135 or from their website at www.hmrc.gov.uk/sdlt

7.3 **Agent of the Tenant**

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

7.4 **Jurisdiction of Law**

This Agreement shall be governed by and construed in accordance with English Law. Each of the parties hereto irrevocably agrees that the Courts of England are to have jurisdiction to hear and determine any suit action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement ("Proceedings") including but not limited to recovery by the Landlord of possession of the Premises and for all such purposes the parties irrevocably submit to the jurisdiction of the English Courts

7.5 **Contract Terms**

If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect

7.6 **Third Party Rights**

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

7.7 **Data Protection & Confidentiality**

Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses and other contact details of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 the individual parties are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about them and to have it amended if it is shown to be incorrect.

7.8 **Energy Performance Certificate**

A valid Energy Performance Certificate relating to this property has been made available to the Tenant prior to the signing of this Tenancy Agreement in accordance with the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007.

7.9 **Section 45 Flood & Water Management Act 2010**

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Tenancy (see clause 1.51 (ix) and (x))

7.10 **Legionnaires Disease**

In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, the Landlord confirms that he believes the property is safe and free from any such bacteria at the commencement of the Tenancy. See Clause 1.33(ii) in relation to Tenant obligations in this regard.

SAMPLE

SIGNED BY THE PARTIES

This is a legally binding agreement. Do not sign this agreement if you do not want to be bound by it.
To demonstrate that you have read each page of this Tenancy Agreement, the parties should initial the bottom of every page where indicated.

Signed By **THE LANDLORD**

Signature.....

Signature.....

In the presence of:

.....
Name of Witness (block capitals)

Signature.....

.....
Address of Witness

Signed By **THE TENANT**

Once this Tenancy Agreement has been signed the Tenant is responsible for paying any Stamp Duty Land Tax which may apply for this Tenancy Agreement to HM Revenue & Customs. Failure to pay the Stamp Duty Land Tax within 30 days could result in a substantial fine. Further information can be obtained by telephoning the HM Revenue & Customs Helpline on 0845 6030135 or by visiting their website at www.hmrc.gov.uk/sdlr

Signature.....

Signature.....

In the presence of:

.....
Name of Witness (block capitals)

Signature.....

.....
Address of Witness

Signed By **THE GUARANTOR**

This is a legally binding Agreement. Do not sign this Agreement if you do not want to be bound by it.
Where this Agreement is being signed by the Guarantor as a "distance communication" as defined by The Consumer Protection (Distance Selling) Regulations 2000 the Guarantor shall have no right to cancel this Agreement once the Tenancy has started.

Signature.....

In the presence of:

.....
Name of Witness (block capitals)

Signature.....

.....
Address of Witness