

ASSURED SHORTHOLD TENANCY

Note:

***Please read the Assured Shorthold Tenancy carefully.
Once signed and dated this Agreement will be
legally binding and may be enforced by a court of law.***

This Document has 23 Pages

Part I: Definitions & Interpretations

"Landlord(s)" include anyone owning an interest in the Premises, whether freehold

or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the Premises.

"Tenant" includes anyone entitled to possession of the Premises under this agreement. Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. "Agent" is Docklands Estates Ltd or anyone who subsequently takes over the rights and obligations of the Agent.

"Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

"Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

"Term" or "Tenancy" (set out in clause 1 of this Agreement) includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Deposit" is the money held by the Landlord or the Agent during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.

"Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office on the signing of this agreement by the Tenant, if the Rent after discount exceeds the threshold.

"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.

"Water charges" include references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

"The Policy" means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Part II: The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A. _____
("the Landlord")

AND

B. _____
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

_____ ("the Premises")

Part III: The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of **12 Months** and **0 Days**.

The Tenancy shall start on and include the _____

and shall end on and include the _____

subject to clause **30.4**.

2. The Rent.

The Rent is Payable in advance. The first payment shall be made by the

The Tenant shall pay to the Landlord or the Agent £_____ per month, ("the Rent")

Thereafter on the _____ Day of the month.

It is agreed by the Tenant that a Standing Order will be set up and the rent monies shall be cleared in the Landlord's account by the date that the rent is due. It is agreed that should the rent not be cleared 3 days after the rent due date, then a 3% charge of the monthly rent will be payable by the Tenant to the Landlord for every day the rent is late with a minimum £25 late payment fee. It is agreed by the Tenant that this amount will be deducted from the Tenant's Security Deposit at the end of the tenancy. The Tenant will only be notified of these charges at the end of the Tenancy Agreement.

It is agreed the rent will be paid into the Landlords bank account at:

Account Name _____

Sort Code. _____

Account No. _____

3. The Deposit. The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, £_____ ("the Deposit") as a Deposit which shall be held by the Landlord's or the Agent DPS Account, Certificate will be provided. At the end of the Tenancy the Landlord shall return the Deposit to the Tenant subject to the possible deductions^[SEP] set out in this Agreement.

4. Fixtures and Fittings. The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of

Condition.

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

Part IV: Dealing with the Deposit

The following clauses set out

- *What the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *What the Tenant can expect of the Landlord, when the Landlord deals with the Deposit;*
- *The circumstances in which the Tenant may receive less than the sum paid to the Landlord, as a Deposit at the conclusion of the Tenancy; and*
- *The circumstances in which other monies may be requested from the Tenant.*

6.1. The Landlord or Agent shall place the Deposit in a nominated account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord or Agent and used to cover administration costs.

6.2. After the Tenancy the Landlord is entitled, to deduct from the sum held as the Deposit any monies referred to in clause 6.5 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 6.5. The Landlord shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.

6.3. After the end of the Tenancy the Landlord or Agent shall return the Deposit, subject to any deductions made under this Part of the Agreement, as soon as reasonably practicable. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.

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

6.5. The Landlord may deduct monies from the Deposit (as set out in clause 6.2) so as to compensate the Landlord for losses caused for any or all of the following reasons but not limited to:

- Any damage to the Premises and Fixtures and Fittings caused by the Tenant or resulting from any breach of the Terms of this Agreement by the Tenant;
- any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.1);
- any other breach by the Tenant of the Terms of this Agreement;
- any installment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

6.6. The Tenant shall not be entitled to withhold the payment of any installment of Rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.

Part V: Obligations of the Tenant

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

General

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

7.2. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

Paying Rent

8.1. To pay the Rent by as set out in clause 2 of this Agreement whether or not it has been formally demanded.

8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest is payable from the date on which the Rent was

due until the date on which the Rent is actually paid. The interest rate will be

3% above the Bank of England Base Rate.

Further Charges to be paid by the Tenant

9.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

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

- gas
- water (including sewerage and other environmental services)
- electricity
- any other fuel charges
- telecommunications

9.3. To pay to the Landlord, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.

9.4. To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheques provided by the Tenant is dishonored or if any Standing Order is withdrawn.

9.5. To pay the television license regardless of the ownership of the television set.

9.6. To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and amending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed first appointment.

9.7. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, or his visitors.

The Condition of the Premises: Repair, Maintenance and Cleaning

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

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
- repairs for which the Landlord has responsibility (these are set out in clause 26.3 of this Agreement);
- damage covered by the Landlord's insurance policy.

10.2. To inform the Landlord, or the Agent, as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement.

10.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.

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

10.5. To clean the inside and outside of the windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.

10.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.

10.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.

10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.

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

10.10. To replace all electric light bulbs, fluorescent tubes and fuses.

10.11. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.

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

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

10.14. To take all-reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.

10.15. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors. Or that occurs during the term of the tenancy.

10.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.

10.17. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

Insurance

11.1. Not to do or fail to do anything that leads to the policy being voided on the Premises, or Fixtures and Fittings covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

11.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses

incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 11.1 of this Agreement.

11.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, within a reasonable time of the damage coming to the attention of the Tenant.

11.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

11.5. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.

Access and Inspection.

12.1. To allow the Landlord or his Agent (or any Superior Landlord) to enter the premises with or without workmen and with all necessary equipment.

Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:

- the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
- the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 26.3 of this Agreement);
- the safety check of the gas and electric appliances is due to take place.
- the Landlord or the Agent wishes to inspect the Premises.

12.2. To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.

12.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.

Assignment

13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's

prior consent, which will not be unreasonably withheld.

13.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family or children to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

Use of the Premises

14.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.

14.2. Not to register a company at the address of the Premises.

14.3. Not to run a business solely from the Premises.

14.4. Not to use the Premises for any illegal purpose.

14.5. Not to hold or allow any sale by auction at the Premises.

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

14.7. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighboring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.

14.8. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

14.9. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

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

14.11. To pay all the costs of installation, removal and repair of any damage done as a result of a breach of clause 14.10 above.

14.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally

household use.

14.13. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.

14.14. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.

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

Utilities

15.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.

15.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.

15.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

15.4. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.

15.5. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.

15.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.

15.7. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.

15.8. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.

15.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

15.10. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.

15.11. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.1 and to the local authority.

Animals and Pets

16.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

Leaving the Premises Empty

17.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **14 Days** or more during the Tenancy.

17.2. To comply with any conditions set out in the Landlord's Policy relating to empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Clause 17.1 of this Agreement.

Locks and Alarms

18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.

18.2. To set the burglar alarm (if applicable) when the Premises are vacant.

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

18.4. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.

18.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.

18.6. To return all keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

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

Garden

19.1. To keep the garden in the same condition and style as at the commencement of the Tenancy.

19.2. To keep the borders, paths, and patios, if any, weeded.

19.3. To cut the grass regularly during the growing season.

19.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.

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

House Plants

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

Car Parking Space

21.1. To park private vehicle(s) only at the Premises

21.2. To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.

Refuse

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

22.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

22.3. To dispose of all refuse through the services provided by the Local Authority.

Notices

23.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.

23.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent within a reasonable time.

Inventory and Checkout

24.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 7 days of the

Commencement Date with any written amendments or notes.

24.2. To agree that if the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 24.1 above is not returned to the Landlord or the Agent. The check out costs will be borne by the Tenant(s).

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

Head Lease

25.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule A.

Smoking

25.2. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the premises.

Part VI: Further Obligations of the Landlord

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

Quiet Enjoyment

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

Consents

26.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

Statutory repairing Obligations

26.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and

pipes); certain installations for the supply of water, electricity and gas; sanitary appliances including basins, sinks, baths and sanitary conveniences; and for space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

26.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 26.3 above.

Insurance

26.5. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer.

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

Other Repairs

26.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings.

Safety Regulations

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

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

26.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

Head Lease

26.11. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.

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

Other Taxes

26.13. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the

Tenant in this Agreement.

Inventory and Check Out

26.14. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy, at the Landlords discretion.

Possessions and Refuse

26.15. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Part VII: Interrupting or Ending this Agreement

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

Ending the Tenancy and Re-entry

27.1. If at any time:

(a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or (b) if any agreement or obligation of the Tenant is not complied with; or (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions); or (d) if the Premises shall be left unoccupied for more than **14 Days** without the consent of the Landlord; the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

Early Termination

27.2. If the Tenant vacates the Premises during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the Premises.

Removal of Goods

27.3. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord elects to remove them from the Premises and store them for a maximum of one month. However, charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address to the address of the Premises; that he considers that items have not been cleared; and the Tenant has failed to collect the property promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

27.4. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

Interruptions to the Tenancy

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

28.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection Act 1998

29.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes

during the Tenancy; that present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies, or reference agencies and for debt collection.

Notices

30.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord.

30.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 30.1, any notice or other communication which is delivered or posted to the Premises.

30.3. The provisions as to the service of notices are that if the Landlord or the Agent delivers by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

30.4. Either the Landlord or the tenant shall have the right to terminate the tenancy, by giving not less than two months notice in writing to that effect, not to be served before the initial **10** months of the term have expired (a minimum term of **12** months) and upon the expiration of such Notice this Agreement and everything herein contained shall cease and be void subject nevertheless to the right of the parties in respect of any antecedent breach of any of the covenants herein contained.

30.5. The provisions as to the service of notices are that if the Tenant or his agent delivers by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or

if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 30.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 30.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Stamp Duty Land Tax

31.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

31.2. The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party.

This Agreement supersedes all prior arrangements, understandings and agreements between the parties relating to the provision of the Services and sets out the entire agreement between the parties. Neither Party has relied on any representation arrangement understanding or agreement (whether written or oral) not expressly set out in this Agreement.

Signatures to the Agreement

SIGNED By, or for and on behalf of, the **LANDLORD:** _____

Name: _____

Capacity: _____

Dated _____

All correspondence for the Landlord may be served with the Landlords managing agent.

SIGNED by 1st tenant: _____

ID Number: _____

Date: _____

SIGNED by 2nd tenant: _____

ID Number: _____

Date: _____

WITNESS'S NAME AND ADDRESS:

WITNESS'S SIGNATURE:

END OF DOCUMENT