THIS IS A DRAFT EXAMPLE OF YOUR TENANCY AGREEMENT. THIS DRAFT EXAMPLE MAY BE SUBJECT TO CHANGE AND YOU WILL BE PROVIDED WITH A COPY OF YOUR TENANCY AGREEMENT PRIOR TO COMPLETION.

PLEASE NOTE THAT THE DEPOSIT PROVIDER MAY DIFFER FROM THAT STATED.

NON HOUSING ACT TENANCY AGREEMENT

THIS AGREEMENT IS MADE ON THE

BETWEEN

LANDLORD ONE

AND

TENANT ONE TENANT TWO

FOR

ADDRESS LINE 1, 2 ADDRESS LINE 2, ADDRESS LINE 3, LOCALITY, TOWN, RG41 ABC

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IMPORTANT NOTICE

This document, together with the attached Tenancy Terms and Conditions jointly contain the terms of this Tenancy of the Property known as Address line 1, 2 Address line 2, Address line 3, Locality, Town, RG41 ABC.

It sets out the obligations of and the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement that you do not have. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement. In particular please ensure that it deals with anything that has been specifically negotiated.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Both parties should obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you, the Tenant, leave before the end of the Term stated in the Agreement, the Landlord may insist that you, the Tenant pay the Rent for the remainder of the Term.

Conditions Regarding the Start of the Tenancy

In entering into this Tenancy, the Tenant acknowledges that they have already received the following documents – as applicable:

- Gas Safety Certificate for the Property
- Energy Performance Certificate
- Electrical Safety Report

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy.

- This Tenancy Agreement can be used where the rent exceeds £100,000 pa and/or the property is not the Tenant's principle home/Resident Landlord.

AGREEMENT PARTICULARS

1. THE PARTIES TO THIS AGREEMENT AND THE PROPERTY

THIS AGREEMENT IS MADE BETWEEN

THE LANDLORD:

Landlord ONE

OF Address line 1, Address line 2, Address line 3, Locality, Town, County, RG41 DEF

THE TENANT:

Tenant One
Tenant Two

OF 1 Address line 1, Address line 2, Town, County, RG41 GHI

GUARANTORS:

OF

PERMITTED OCCUPANT(S):

OF **PERMITTED OCCUPANTS ADDRESS**

(All persons aged 18 or over must be named as a "Tenant" unless specific consent has been given)

ADDRESS OF THE PROPERTY:

ADDRESS LINE 1, 2 ADDRESS LINE 2, ADDRESS LINE 3, LOCALITY, TOWN, RG41 ABC

THIS TENANCY WILL BE MANAGED BY:

THE LANDLORDS AGENT

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2. TERM OF TENANCY

The Landlord lets to the Tenant the Property for a period of 12 months. The Tenancy shall start on and include the Tuesday 01st February 2022 and shall end on and include the Tuesday 31st January 2023.

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3. THE RENT

Rent: £0.00 (Zero pounds) per calendar month subject to any further provisions within this Tenancy Agreement

Payable: each month in advance

First Payment: Payment of £0.00 shall be made to the Landlord's Agent in cleared funds by the Saturday 29th January 2022 which is 72 hours prior to the commencement of the Tenancy*

Subsequent payments: Payable monthly in advance on the 1st day of each month, by one standing order, to be received on or before the 1st day of each month, payable to Choose an item. Please see Tenancy Terms and Conditions for bank

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account details.

4. THE DEPOSIT

The Tenant shall pay to Choose an item **£0.00 (Zero pounds)** in cleared funds not less than 72 hours prior to the commencement of this Tenancy as a Deposit*.

The Deposit to be held by the Choose an item as Stakeholder. At the end of the Tenancy the Landlord's Agent shall return the Deposit to the Tenant subject to the rules set out in this Agreement.

*Funds to include the first rental payments and the Deposit monies (if any) are required as cleared funds not less than 72 hours before the Landlord's Agent is due to Complete this Tenancy Agreement. Upon the Landlord's Agent Completing this Agreement it becomes legally binding on the parties. Payment can be made via our on-line payment facility, . Alternatively, please see Terms and Conditions for bank details. Please ensure you quote your unique ID RPT251555 when making any payments.

In the event that funds should not be so received the Landlord is under no obligation to subsequently enter into this Tenancy Agreement.

5. BREAK CLAUSE

This is a fixed term contract which does not include a break clause.

6. SPECIALLY NEGOTIATED CLAUSES

No specially negotiated clauses.

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IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT
These Particulars together with the associated Tenancy Terms and Conditions form your Tenancy of the Property

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

LANDLORD(S)

Mr Landlord One

Signature (Landlord 1)	
Print Name	

Signature (Landlord 2)	
Print Name	

Signature (Landlord 3)	
Print Name	

Signature (Landlord 4)	
Print Name	

Signature As Agent for and on behalf of the Landlord	
Print Name	

↑ This box is for Agent Signing only, delete it if Landlord is signing

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TENANT(S)

These Particulars together with the associated Tenancy Terms and Conditions form your Tenancy of the Property

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

MR TENANT ONE AND MRS TENANT TWO

Signature (Tenant 1)	
Print Name	

Signature (Tenant 2)	
Print Name	

Signature (Tenant 3)	
Print Name	

Signature (Tenant 4)	
Print Name	

Signature (Tenant 5)	
Print Name	

Signature (Tenant 6)	
Print Name	

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IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT
These Particulars together with the associated Tenancy Terms and Conditions form your Tenancy of the Property

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GUARANTOR(S)
(if applicable)

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

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NON HOUSING ACT TENANCY TERMS AND CONDITIONS
INTRODUCTION ONLY
THIS AGREEMENT IS MADE ON THE

1. DEFINITIONS & INTERPRETATION

1.1. "Landlord" means anyone who owns or acquires an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Property.

1.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.

1.3. "Joint and Several" means if the Tenant is more than one person or entity forming the Tenant they are jointly and equally responsible for the payment of all Rent and liabilities or any breach of the obligations specified within the Tenancy Agreement during the Tenancy or any extension, or continuation of it as a fixed term or periodic tenancy. Individually each person forming the Tenant is responsible for payment of all rent and liabilities and compensation for any breach of the Tenancy Agreement.

1.4. References to the singular include the plural.

1.5. "Property" means the Property being the subject of this Tenancy as defined below together with all items specified in any Inventory and Schedule of Condition; any shared use of the common facilities within the building together with the gardens, paths, fences, boundaries or other outbuildings, garage or parking space (if applicable and unless they have been specifically excluded from the Tenancy) but excluding any other part of the Property specified in this Tenancy Agreement.

1.6. "The Building" means any building of which the Property forms part.

1.7. "The Landlord's Agent" means Reapit whose registered office is Building 1, Meadows Business Park, Blackwater, Camberley, GU17 9AB and or any other Agent subsequently appointed by the Landlord.

1.8. "Fixtures and Fittings" means all the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and Schedule of Condition supplied.

1.9. "Alternative Dispute Resolution Service" (ADR) means the procedure for adjudicating on any dispute relating to the Deposit

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

1.11. "Term" or "Tenancy" means and includes any extension or continuation of the Agreement or any statutory periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in attached Tenancy Particulars

1.12. "Rent" means the amount payable by the Tenant for the Property as specified in the Particulars.

1.13. "Period of the Tenancy" means the Rent payment periods as detailed in the Particulars (for example 'monthly' with agreed dates).

1.14. "Deposit" means the money deposited by the Tenant with the Landlord or Landlord's Agent against any failure on the Tenant's part to comply with the terms of this Tenancy Agreement. . The Deposit will be held by the Landlord's Agent as Stakeholder.

1.15. "Stakeholder" means the Landlord's Agent holds the Tenancy Deposit and cannot release it until one party or the other becomes entitled to the money by mutual written consent or as determined by an order of the courts or other agreed adjudication.

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

1.17. "Notice" means any notice given in writing.

1.22 "Stamp Duty Land Tax (SDLT)" means the duty payable to the Stamp Office on the signing of this Agreement by the Tenant if the Rent exceeds the SDLT threshold.

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

1.24 "Water charges" means and includes references to water sewerage and environmental service charges.

1.25 "Superior Landlord" means and includes people or persons to whom the ownership or interest in the Leasehold Property might revert in the fullness of time.

1.26 "Superior Lease" means the document which sets out the obligations your Landlord has made to their Superior Landlord. The promises contained in this Superior Lease will bind the Tenant if they have prior knowledge of those promises.

1.27 "Permitted Occupier" means if used in the Agreement, any person who is licensed or permitted by the Landlord to reside at the Property together with the Tenant and who does so as a rent free licensee of the Tenant.

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

1.29 "Working day" means any day from Monday to Friday inclusive and excludes a Saturday, Sunday or Bank Holiday

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

2. DEALING WITH THE DEPOSIT

THE TENANT WILL PAY:

2.1 The Landlord or Landlord's Agent shall place the Deposit in a nominated account as soon as reasonably practicable. By signing this tenancy agreement, the parties to the agreement consent that any interest accrued whilst the tenancy deposit is held in the agent's client account will be for the benefit of the agency. Tenants should note that client accounts terms may vary attracting no interest or higher rates than available to consumers if a fixed-term high-interest client account is used by the agency.

2.2 After the Tenancy the Landlord or Landlord's Agent is entitled to deduct from the sum held as the Deposit any monies referred to in this Agreement. If more than one such deduction is to be made, monies will be deducted from the Deposit in the order listed in this Agreement.

2.3 The Landlord or Landlord's Agent shall notify the Tenant in writing of any deduction which will be made under the Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.

2.4 At the end of the Tenancy the Landlord or Landlord's Agent with the written consent and agreement of the Landlord and the Tenant shall endeavour to return the Deposit within thirty days except in case of dispute subject to any deductions made under the Agreement. If there is more than one Tenant, the Landlord's Agent may return the Deposit by cheque or BACS payment to any one Tenant at their last known address.

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

2.6 The Landlord or the Landlord's Agent may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- Any damage, or compensation for damage to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings.
- Any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence).
- Any sum repayable by the Landlord or the Landlord's Agent to the local authority where housing benefit has been paid direct to the Landlord or the Landlord's Agent by the local authority.
- Any other breach by the Tenant of the terms of this Agreement.
- Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable

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

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2.8 If the Landlord sells or transfers their interest in the Property the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser, the transferee or the agent of the purchaser or transferee. The Landlord or the Landlord's Agent shall then be released from any further claim or liability in respect of the Deposit (or any part of it).

AT THE END OF THE TENANCY

2.9 The Landlord/Landlord's Agent must tell the Tenant as soon as possible if there are any proposed deductions from the Deposit.

2.10 If there is no dispute the Landlord's Agent will keep or repay the Deposit according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 days of the Landlord and the Tenant agreeing the allocation of the Deposit.

2.11 The Tenant should try to inform the Landlord's Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 30 days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property.

2.12 In In the case of any dispute or after a period of 90 days from the end of the Tenancy the parties shall pursue their claim through the county court system or for claims of excess of £15,000 shall appoint and meet the costs of an arbitrator appointed by the President of the Chartered Institute of Arbitrators. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy.

3. OBLIGATIONS OF THE TENANT

3.1 GENERAL

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

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

3.2 PAYING RENT

3.2.1 To pay the Rent as set out in the Particulars of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Standing Order Mandate to Landlord bank name Sort Code 00-00-00 Account Number 00000000 in the name of Landlord account name.

3.2.2 To pay interest on any payment of Rent not made as set out in the Particulars of this Agreement. Interest shall be payable on any Rent due and outstanding 14 days after their due date for payment and will be 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 – calculated on the sum outstanding annually and applied on a daily and simple basis.

3.2.3 During the term of the tenancy the Landlord's Agent are not employed by the Landlord to manage the Tenancy or collect the Rent. Should the Landlord reside overseas for a period of six months or more in any tax year the Landlord must obtain the consent of HMRC to receive the rent in full. Confirmation of such consent should be obtained by the Tenant. If the Landlord fails to gain such consent the Tenant may be responsible to make a deduction before remitting the Rent to the Landlord. Should the Tenant fail to make this deduction and where required to account to HMRC the HMRC may pursue the Tenant for any monies owed even if the Rent has been paid to the Landlord. Further information can be found here - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/521876/NRL_Guidance_Notes_-_19_04_16.pdf

3.3 FURTHER CHARGES TO BE PAID BY THE TENANT

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

3.3.2 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)
- the emptying of septic tanks or cesspits
- electricity

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- any other fuel charges
- telecommunications including broadband, ADSL lines, cable and satellite if applicable
- television licence

3.3.3 To compensate the Landlord in damages for all reasonable costs and expenses awarded by the court or incurred by the Landlord for the following:

- recovering or attempting to recover any Rent or other monies in arrears, or possession of the property (be it as a result of a breach of this Agreement or otherwise upon the Tenant failing to vacate the property when required to do so – for example following the expiry of this Tenancy and/or any extension thereof or the expiry of a Notice to Quit or other act of the Landlord to terminate this tenancy) and all related legal and trace fees;
- the enforcement of any reasonable obligation of the Tenant under this Agreement or recovery of any reasonable loss suffered by the Landlord as a result of the Tenant's breach of such obligation;
- the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence or accidental damage by the Tenant, their family or their visitors;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
- any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause;

3.3.4 To pay the television licence regardless of the ownership of the equipment.

3.3.5 To pay certain other charges that may arise during the course of this tenancy full details of which are published on the Landlord's Agent's website – alternatively full details can be obtained in writing from that Agent's local office

3.4 GREEN DEAL

3.4.1 To pay all Green Deal finance payments where applicable, with the energy service provider during and at the end of the Tenancy. The Tenant acknowledges that certain terms of the Green Deal plan that have been disclosed to the Tenant prior to the start of the Tenancy are binding on the Tenant for the Term of the Tenancy.

3.4.2 Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Property during the Tenancy without the prior written consent of the Landlord.

3.5 THE CONDITION OF THE PROPERTY: REPAIR, MAINTENANCE AND CLEANING

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

3.5.2 To take reasonable care of the Property and the Fixtures and Fittings and not to alter or damage the inside or the outside of the Property or the decorative order and condition throughout the Term.
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 residing, sleeping in or visiting the Property
- repairs for which the Landlord has responsibility (these are set out in this Agreement).

3.5.3 To inform the Landlord in writing immediately of any repairs or other matters falling within the Landlord's obligations to repair the Property as set out in this Agreement at the Property. The Landlord will reply in writing within fourteen days.

3.5.4 To keep the Property and Fixtures and Fittings clean and tidy throughout the Term and to clean or compensate the Landlord for the cleaning of the Property to a professional standard at the end of the Tenancy to the same specification to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy as shown in the Inventory and Schedule of Condition

3.5.5 To test all smoke and carbon monoxide alarms in the Property at least once a month and to notify the Landlord or the Landlord's Agent promptly of any defect or lack of repair. It is the responsibility of the Tenant to ensure that batteries are operational in the smoke and carbon monoxide alarms at all times; and to replace any battery promptly when it becomes defective or reaches the end of its useful life; and to make and keep a record of the tests noting down the time and the date of the testing and the current satisfactory operational state of the alarms.

3.5.6 To replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Tenancy and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Tenancy.

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3.5.7 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant or caused by accidental damage by the Tenant, their family or their visitors.

3.5.8 To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost or freezing temperatures, which may include draining down the system or leaving the heating system running.

3.5.9 Where the Landlord or Agent arranges for a contractor to attend the Property following a report of a fault or maintenance issue, and it is subsequently established that the issue has been caused by the Tenant's negligence, misuse, accidental damage, or failure to follow reasonable instructions provided by the Landlord or Agent, the Tenant could be held be liable for the reasonable costs of the contractor's attendance, including any call-out charges, labour and materials.

3.5.10 To take adequate precautions, as detailed in clauses 3.5.10.1 to 3.5.10.14 (as applicable), to avoid condensation causing damage by keeping the Property adequately ventilated and heated and mopping up any water caused by condensation to prevent mould growth. Bedrooms, kitchens and bathrooms are the rooms in a property most susceptible to condensation damage.

3.5.10.1. Water vapour created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying MUST BE ALLOWED TO ESCAPE from the confines of the room in order to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

3.5.10.2. OPENING A WINDOW IN SUSCEPTIBLE ROOMS FOR 15 MINUTES A DAY WILL ALLOW WATER VAPOUR TO ESCAPE.

3.5.10.3. Condensation is generally not the fault of the Property. Then Tenant will ensure the following guidelines are followed: -

3.5.10.4. Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes.

3.5.10.5. Keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided.

3.5.10.6. Always close the bathroom door while the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window, if possible, whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, i.e. A FAN, ensure that the grills are kept clear.

3.5.10.7. If for any reason the kitchen or bathroom doors cannot be kept closed when they are in use, the doors of other rooms and in particular unheated bedrooms should be shut.

3.5.10.8. Avoid drying washing indoors as far as possible. If you have a tumble drier always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.

3.5.10.9. Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly; and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards.

3.5.10.10. Good ventilation is important. - keep a fanlight (top window) at least partly open in each room.

3.5.10.11. Keep the property as warm as you can for the warmer it is, the less likely it will suffer from condensation provided the rooms are adequately ventilated.

3.5.10.12. In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.

3.5.10.13. If the walls of the kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. If however, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected with an antiseptic or fungicidal solution is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.

3.5.10.14. If unoccupied during the day, you should try to maintain a safe heating appliance in operation even though it is on a low heat. Otherwise during cold weather when you come in and start cooking, washing and heating the rooms to a comfortable temperature condensation will form very rapidly on the cold surfaces.

3.5.11 To clean the inside and outside of the easily accessible 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.

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

3.5.12 To clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, their family or any visitors.

3.5.13 Provided that it shall have been demonstrated that the Property, the carpets, curtains and furnishings were professionally cleaned or cleaned to a professional standard at the start of the Tenancy to return the same in the same state of cleanliness and free of any infestation at the end of the Tenancy and to compensate the Landlord in damages for any loss suffered due to the failure to do so.

3.5.14 Where the Tenant is required to carry out repairs or other works under this Agreement the Landlord will give the Tenant written notice of those repairs so that the Tenant can elect whether to carry out such work within a reasonable time; or to request the Landlord to carry out the work at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property with workmen, provided they have given the Tenant at least 24 hours' notice in writing, to carry out such repairs or other works and may claim the reasonable cost of such work from the Tenant as damages for breach of this Agreement.

3.5.15 The Tenant should not request the Landlord to instruct any contractor to visit the Property where this is required as a result of the Tenant's negligence or misuse and any charges for such a visit and/or for missed contractual appointments shall be payable by the Tenant as damages for breach of this Agreement.

3.6 INSURANCE

3.6.1 Not to do anything which might cause the Landlord's policy of insurance on the Property or on any of the Landlord's Fixtures and Fittings to become void or voidable or causes the rate of premium on the policy to be increased, provided that the Landlord's insurers requirements have been made known to the Tenant . The Tenant will pay damages to the Landlord for breach of this Agreement in respect of increased premium and all reasonable expenses incurred by the Landlord in or about any such renewal of such policy rendered necessary by breach of this provision.

3.6.2 To inform the Landlord of any loss or damage to the Property or Fixtures and Fittings within a reasonable time of the damage coming to the notice of the Tenant.

3.6.3 To provide the Landlord with details of such loss or damage, as soon as is practicable, of that loss or damage having come to the notice of the Tenant.

3.6.4 To acknowledge that the Tenant's and/or the Permitted Occupant's belongings, furnishings and equipment within the property are not covered by any insurance policy maintained by the Landlord and there is no provision for occupiers' liability insurance.

3.7 ACCESS AND INSPECTION

3.7.1 To allow the Landlord (or any Superior Landlord) their agent or any professional adviser, or contractor authorised by the Landlord to enter the Property with or without workmen and with all necessary equipment. Other than in the case of an Emergency, the Landlord shall give the Tenant not less than 24 hours' written notice. The Tenant is only required to allow such access for the following:

- the Tenant has not complied with a written notice under the Terms of this Agreement and the Landlord wishes to enter the Property in accordance with these Terms.
- the Landlord seeks to carry out work for which the Landlord is responsible
- the Landlord wishes to inspect the Property
- to enable the Landlord or the Landlord's Agent to comply with statute
- Any gas safety, fire safety or electrical safety checks
- Where the Property shall have working Chimney(s) to permit the Landlord's contractor to attend and sweep the chimney(s) at least every 12 months or more frequently as reasonably considered necessary whether or not the Tenant shall have used such chimney(s)

3.7.2 At any point in the Tenancy, allow access to the Property to the Landlord's Agent and any estate or letting agents together with any prospective buyer, mortgagee, their surveyors or future Tenant at all reasonable times during normal working hours of the Landlord's Agent upon giving 24 hours written notice made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Property and who is authorised by the Landlord or the Landlord's Agent to view the Property.

3.7.3 At any point in the Tenancy, permit the Landlord's Agents or any estate agents' notices or boards to be affixed to the Property.

3.7.4 Where the Property or any equipment at the Property is covered by a service contract or warranty, where required by the Landlord or Agent, the Tenant will arrange appointments direct with the service contract provider and the Tenant

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will attend all and any visits required.

3.8 ASSIGNMENT/USE

3.8.1 Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person save for immediate family and any live-in staff as rent free licensees only.

3.8.2 Not to take in lodgers or paying guests or permit any person to occupy or reside in the Property

3.8.3 Not permit any visitor to stay in the Property for a period of more than three weeks within any three months' period.

3.8.4 Upon request, provide the Landlord or the Landlord's Agent with documentation to confirm the right of abode in the United Kingdom for any occupant of the Property over eighteen years of age.

Guests and Visitors – HMO Licensing and Selective Requirements

3.8.5 The Tenant must not permit any guest or visitor to stay at the Property where doing so would result in the Property exceeding the maximum permitted occupancy or otherwise breach any condition of the HMO licence, planning permission, fire safety requirements or other applicable legal or regulatory requirements.

3.9 USE OF THE PROPERTY

3.9.1 To use the Property for the purpose of a private residence only and not for business purposes.

3.9.2 Not to remove the Fixtures and Fittings of the Property or to store them in any way or place within or outside the Property that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

3.9.3 Not to use the Property for any immoral or illegal purpose.

3.9.4 Not to register a company at the address of the Property.

3.9.5 Not to operate a business trade or profession from the Property.

3.9.6 Not to use consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law;

3.9.7 Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be in breach of this Agreement and liable for or to compensate the Landlord in damages for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.

3.9.7.1 Not to store, use or charge vape batteries in extremes of high or low temperatures. To protect batteries against being damaged crushed or punctured and not to immerse in water. Not to dispose of vape or vape batteries in household waste, if the battery can be easily removed it should be disposed of at the council's local reuse and recycling centre. If the battery can't be removed easily, the vape should be taken to the small electrical items area in the council's local reuse and recycling centre, some vape shops or supermarkets might have a collection bin for vapes and/or batteries.

3.9.8 Not to use the Property or allow others to use the Property so as to cause a nuisance, annoyance, or cause damage to any neighbouring, adjoining or adjacent Property or the owners or occupiers thereof. This shall include any nuisance caused by noise.

3.9.9 Not to decorate, make any alterations, or additions to or in the Property or puncture walls, timbers or other parts of the Property without the prior written consent of the Landlord or the Agent.

3.9.10 Not to hang any posters, pictures or other items in the Property using blu-tack, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks;

3.9.11 Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Property without the prior consent of the Landlord. In the event such consent be given the Tenant will prior to removing from the property remove such equipment and make good and redecorate as reasonably required.

3.9.12 Not to remove, dispose of and if necessary repair any item or rectify and make good any damage due to the actions

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or inaction of the Tenant without the Landlord's consent.

3.9.13 Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from small quantities of fuel, and other items, stored in a safe manner, required for general domestic household use.

3.9.14 Not to or permit barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; or if the Property is freehold to barbecue only in designated areas as agreed in writing with the Landlord or the Agent;

3.9.15 Not to use or gain access to any loft space or area at the Property except in the case of an extreme emergency.

3.9.16 To inform the Landlord upon each and every occasion that access to the loft space or area is gained with clarification of the circumstances of the emergency which lead to the access.

3.9.17 Not to hold or allow any sale by auction at the Property.

3.9.18 To empty any septic tank or treatment plant regularly and at the end of the Tenancy if it has been emptied prior to the start of the Tenancy and proof provided to the Tenant by the Landlord or the Landlord's Agent if applicable;

3.9.19 To keep the oil or LPG tank filled during and at the end of the Tenancy and provide proof to the Landlord or the Landlord's Agent provided it was filled at the commencement of the Tenancy;

3.9.20 To pay any call out charges and associated charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;

3.9.21 To run all taps in sinks, basins and baths, flush lavatories and run any showers for twenty minutes upon taking up occupation and after the property has been vacant for any period of seven days or more, to reduce any risk against legionella.

3.9.22 To regularly top up any water softener left at the property with the correct salts at the Tenants own expense.

3.9.23 To not introduce into the Property any portable heaters fired by liquid or bottled gas fuels.

3.9.24 To comply with any requirements of the local authority for collection of recycling and/or garden waste.

3.9.25 To comply with the Gas Safety Regulations relating to the Property and in particular to do the following:

3.9.25.1 Not to block any ventilation in the Property and in particular ducts provided to comply with gas safety.

3.9.25.2 To report promptly to the Landlord any brown or sooty build-up on or around any gas appliance.

3.10 UTILITIES

3.10.1 To notify the suppliers of gas, water, electricity and telephone services to the Property that this Tenancy has started and to register the services in the name of the Tenant with all invoices and demands for payment to be sent in the name of the Tenant.

3.10.2 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to permit the installation of any pre-payment meter.

3.10.3 To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.

3.10.4 To immediately procure the re-connection of any service (including making any arrears payment) following disconnection of such services whether caused by the Tenant's failure to comply with the terms and conditions of the Tenancy Agreement or by anything done or not done by the Tenant.

3.10.5 To permit the Landlord or the Landlord's Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of gas, water, electricity and telephone services to the Property and to the local authority.

3.10.6 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 Property.

3.10.7 Pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

3.10.8 To agree that all accounts for gas, electricity, water and Council Tax will be transferred to the Tenant(s)' names for the duration of the Tenancy.

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3.11 ANIMALS AND PETS

3.11.1 Not keep any animals, birds, reptiles or pets of any description in the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld but can be withdrawn upon reasonable notice.

3.12 LEAVING THE PROPERTY EMPTY

3.12.1 To notify the Landlord before leaving the Property vacant for any continuous period of 21 days or more during the Tenancy.

3.12.2 To comply with any unusual conditions set out in the Landlord's policy of insurance relating to empty property, a copy of the relevant policy and schedule of insurance having been provided to the Tenant. This provision shall apply whether or not, the Landlord has been or should have been notified of the absence.

3.13 LOCKS AND SECURITY

3.13.1 Not to install or change any locks in the Property and not to cut or have cut any additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

3.13.2 To agree if, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and if any keys have been lost, compensate the Landlord and the Landlord's Agent such charges as set out in the Landlord's Agent's published scale of fees.

3.13.3 To agree if any lock is installed or changed in the Property without the Landlord's prior written consent, then to remove that lock if required by the Landlord or the Landlord's Agent and to make good any resulting damage.

3.13.4 To agree where due to any act or default by the Tenant either during or after this tenancy, that it is reasonable for the Landlord to replace or change the locks in the Property, and the Tenant shall indemnify the Landlord in damages for any reasonable costs that maybe incurred.

3.13.5 To return all keys, remote controls, or other security devices to the Landlord or the Landlord's Agent, at the end of the Tenancy whether before or after the Term of this Agreement and to pay the reasonable cost of replacement remote controls or other security devices that have been lost or not returned, at the end, or earlier termination of the Tenancy.

3.13.6 To use all security bolts and locks on all windows and doors and the security alarm (if applicable), on any occasion that the Property is left vacant.

3.13.7 To compensate the Landlord for the costs where the Tenant, or the Permitted Occupant, their family or visitors has accidentally or negligently set off the burglar alarm (if applicable) for the costs of the alarm to be repaired or reset as required which should be immediately arranged with the applicable alarm company.

3.13.8 To inform the Landlord of any change to the alarm code within 2 days of any such change.

3.14 CAR PARKING SPACE

3.14.1 To park a private vehicle only at the Property in the space allocated to the Property, if the Tenant is allocated a car parking space.

3.14.2 To park in the garage or the driveway to the Property if applicable.

3.14.3 To keep any garage, driveway, or parking space free of oil and to compensate the Landlord for the removal and cleaning of any spillage caused by a vehicle of the Tenant, their family, contractors or visitors.

3.14.4 To remove all vehicles belonging to the Tenant, their family or visitors at the end of the Tenancy.

3.14.5 Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

3.15 GARDEN

3.15.1 To keep gardens, window boxes or grounds in good order; the paths tidy, the grass cut and borders weeded and in the same style and condition as at the commencement of the Tenancy. The Tenant has no obligation to top lop, prune or trim any tree, bush or shrub which is the responsibility of the Landlord..

3.15.2 To cut the grass regularly during the growing season.

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3.15.3 Not, alter the existing design, content or layout of the garden or grounds without the prior written consent of the Landlord and will water all plants during any dry periods subject to any restrictions relating to the watering of gardens imposed by the relevant local water supplier.

3.15.4 Keep the garden patio or decking (if any) clear and free from any surface deposits, such as algae and moss during the Tenancy.

3.15.5 Not permit, keep or bring into the garden or grounds portable buildings, motorhomes, caravans, vans, commercial vehicles, boats, huts or sheds without the prior written consent of the Landlord, which cannot be unreasonably withheld. At the end of this Tenancy the Tenant will remove all such items and make good the garden or grounds to the Landlord's reasonable satisfaction.

3.16 HOUSE PLANTS

3.16.1 The Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Property which have died.

3.17 REFUSE

3.17.1 To remove all rubbish from the Property both during and at the end of the Tenancy by placing it in a plastic bin liner in the dustbin or receptacle provided.

3.17.2 To dispose of all refuse through the services of and comply with the regulations made by the local authority.

3.18 SUPERIOR LEASE

3.18.1 To comply with all the conditions of any Superior Lease of which the Tenant has been given notice prior to signing this Tenancy Agreement, under which the Landlord owns the Property (if applicable) except for the payment of ground rent and maintenance charges, and to perform any covenants in the Superior Lease.

3.18.2 To agree to enter into any agreement, deed of covenant or licence with the Superior Landlord to observe and perform the covenants of the Superior Lease if reasonably required to do so.

3.19 ENERGY PERFORMANCE CERTIFICATE ("EPC")

3.19.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

3.19.2 To agree that upon being given 24 hours prior written notice to allow access to all appropriate areas of the Property to any Domestic Assessor appointed by the Landlord or the Landlord's Agent for the purposes of carrying out a Domestic Energy Report.

3.20 INVENTORY, CHECK OUT AND END OF THE TENANCY

3.20.1 To return a signed copy of the Inventory and Schedule of Condition (if applicable) within 5 business days of the commencement date of the Tenancy or within 5 business days of receipt of the Inventory and Schedule of Condition, whichever is the latter, with any written amendments or notes. If the Tenant does not do so then the Inventory and Schedule of Condition dated as at the Commencement of the Tenancy shall stand as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy. The Tenant must inform the Landlord's Agent if a copy of the Inventory and Schedule of Condition is not received within 5 days of the Commencement of the Tenancy.

3.20.2 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 Property, and pay the resultant invoice immediately upon receipt.

3.20.3 To remove all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

3.20.4 To remove all belongings, personal effects, foodstuffs or equipment from the Property at the end of the Tenancy.

3.20.5 Give up the Property at the end of the Tenancy with vacant possession, within normal office hours at a time agreed with the Landlord or Landlord's Agent in accordance with the terms of the Tenancy Agreement and in particular to comply with the requirements to make good, repair, replace (with the prior written approval of the Landlord or the Landlord's Agent) or pay for as necessary; or at the option of the Landlord to compensate for any furnishings, furniture, or equipment which is broken, lost, damaged or destroyed and to deliver all keys fobs and other security devices to the Property to the Landlord or the Landlord's Agent.

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3.20.6 To agree that prior to the expiry of the Tenancy notify the Landlord's Agent of a forwarding address for the Tenant and if the information is not provided the Landlord's Agent shall be entitled to instruct enquiry agents to obtain an address and trace the Tenant if required.

3.20.7 To agree that the Tenant's forwarding address may be disclosed to the Landlord's solicitors and other advisors and to all utility companies and the local authority at the end of the Tenancy.

3.21 TENANT'S APPLIANCES

3.21.1 Not to install any gas appliances or electric appliances that require hard wiring in the Property without the prior written consent of the Landlord or the Landlord's Agent.

3.21.2 To have any gas appliances installed and disconnected by a Gas Safe registered engineer only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the installer is a member of Gas Safe and quoting their relevant registration number.

3.21.3 To have any electrical appliances that require hard wiring installed and disconnected by an electrician who is a member of an approved scheme only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the electrician is a member of an approved scheme and quoting the details of their relevant scheme and registration number.

3.22 ELECTRIC VEHICLES/SCOOTERS/BICYCLES

3.22.1 To agree the electric supply and installations in the Property are provided for normal domestic use and are not to be used to charge Electric Vehicles of any size or capacity.

3.22.2 Not to install or charge any electric car charging point without the consent of the Landlord, such consent will not be unreasonably withheld. Any such installation or change shall only be undertaken by a professional qualified and certified electrical contractor and in the event that such consent is granted the Tenant will upon request provide documentary evidence that the installation or change has been so undertaken.

3.22.3 At the end of the Term if requested by the Landlord the Tenant shall have the same professionally removed and the Property made good to the Landlord's reasonable satisfaction.

3.22.4 Prohibited from charging electric cars at the property unless from a suitable and approved electric car charger.

3.22.5 To agree electric scooters, bicycles or similar electric items must not be brought into the inside of the Property or inside any associated outbuildings for storage or for charging purposes at any time.

3.23 SOLAR PANELS

3.23.1 The Tenant must not use or install any plug-in solar panel kit at the Property without the Landlord's prior written consent. Any consent granted will be conditional upon the plug-in solar kit being registered as compliant on the ENA Connect Direct Register (Plug-in Solar).

3.24 THE IMMIGRATION ACT - RIGHT TO RENT

3.24.1 To provide to the Landlord or the Landlord's Agent upon request proof of the Tenant's Right to Rent under the Immigration Act and any subsequent proof required where the Tenant was initially subject to a Time Limited Stay.

3.25 INFESTATION/PESTS

3.25.1 In the event that the Property should suffer any sort of infestation during the Term of this Tenancy such that specialist contractors are required to eradicate or attempt to eradicate such infestation and it becomes reasonably apparent that such infestation has resulted from the Tenant's breach of their obligations as set out in this Tenancy Agreement then the Tenant shall immediately upon demand reimburse the Landlord the cost of employing such contractors and remedy such breach(es) of the Tenancy Agreement. Should there be any dispute between the Landlord and the Tenant as to the cause of such infestation such issue shall be decided by the contractor acting reasonably and independently as an expert and their decision should be final and binding.

4. CONDITIONS TO BE KEPT BY THE LANDLORD

4.1 QUIET ENJOYMENT

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

4.2 OWNERSHIP AND CONSENTS

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

4.3 STATUTORY REPAIRING OBLIGATIONS

4.3.1 To comply with the statutory obligations to repair the Property as set out in sections 11 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988 and 1996). These sections impose on the Landlord obligations to repair the structure of the Property and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity, gas 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. This obligation arises only after notice has been given to the Landlord by the Tenant of the want of repair and to reply to any written request or notification from the Tenant within fourteen days of a written submission and to carry out any necessary work to remedy the defect within a reasonable time of being notified.

4.3.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with their statutory obligations.

4.3.3 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, unless this obligation has been excluded by individual negotiation between the parties or unless such repair is occasioned by fault, negligence of misuse by the Tenant their family or their visitors – where it shall be the Tenant's responsibility to procure such repair and/or replacement.

4.3.4 In the absence of a working television aerial at the Property, meet the cost of the professional installation and maintenance of such an aerial in order that the Tenant may receive standard free to view television always provided the installation of such an aerial is permitted on the Property or the Building and is in accordance with any relevant planning regulations imposed by the Local Authority.

4.4 SAFETY REGULATIONS

4.4.1 To ensure that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025 and all successor legislation from time-to-time ("Fire Regulations").

4.4.2 No items of a combustible or inflammable nature or non-compliant items of furniture or furnishings are stored in any area of the Property or the Building of which the Property forms part.

4.4.3 The Agent nor the Landlord shall have no responsibility for any non-compliant furniture or furnishings introduced to the property by the Tenant or any other person. This would be solely at the risk of the tenant.

4.4.4 To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Landlord Gas Safety Record will be given to the Tenant before start of this Tenancy.

4.4.5 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, Plugs and Sockets, etc. (Safety) Regulations 1994 and also Part P Building Regulations January 2005.

4.4.6 To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme.

4.4.7 To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy.

4.4.8 To provide a smoke alarm on each storey of the Property and a carbon monoxide alarm in any room with a fixed combustion appliance – that is to say fixed gas, oil or solid fuel appliances/heating systems (excluding gas cookers in England) for any new Tenancy granted; to have these checked and tested to ensure they are fully operational at the start of the Tenancy and to hold a written record proving that the tests have been carried out..

4.5 SUPERIOR LEASE

4.5.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.

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

4.6 TAX AND INSURANCE

4.6.1 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.

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4.6.2 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant may deduct and account to HMRC for basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under United Kingdom legislation.

4.6.3 To insure the buildings and contents of the Property under a policy appropriate for a let property against third party liability and all other risks usually covered by buildings and contents property insurance policies general household policy with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the Tenant

4.6.4 INVENTORY

4.7.1 To pay for the compilation of a comprehensive Inventory and Schedule of Condition before the commencement of the Tenancy and at the termination of the Tenancy.

4.7 GREEN DEAL

4.7.1 To confirm that the Tenant has been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Tenancy.

4.7.2 To confirm that the Tenant is only liable for Green Deal finance payments relating to the term of the Tenancy.

4.7.3 Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Property during the Tenancy without the prior written consent of the Tenant.

5. INTERRUPTING OR ENDING THIS AGREEMENT

5.1 ENDING THE TENANCY AND FORFEITURE

5.1.1 If at any time:

a) the Rent, or any part of the Rent remains unpaid for 14 days after coming due, whether formally demanded or not; or
b) if any Agreement or obligation of the Tenant is not complied with; or
c) if the Property is left vacant or unoccupied for more than 21 days without the Landlord's consent; or
d) if the Tenant shall become bankrupt, insolvent, go into liquidation or enter into a voluntary arrangement with its creditors or is made the subject of a winding-up order whether compulsory or voluntary.

The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that notice the Landlord will bring this Agreement to an end and re-gain possession of the Property provided they have complied with their statutory obligations (if required) by obtaining a possession order from the County Court and re-entering the Property with the County Court Bailiff or HCEO. When the Bailiff or HCEO enforces a possession order the Tenancy shall end. This does not prejudice any right that the Landlord may have in respect of the Tenant's obligations under this Agreement.

5.1.2 If the Tenant vacates the Property during the Term but not in compliance with any break clause, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires, or until the written consent of the Landlord to the release of the tenant from the terms of this tenancy (which may be refused) or until the Property is re-let, whichever is the earlier.

5.1.3 Where the Property is left full of bulky furniture or a large amount of other discarded items which prevents the Landlord from re-letting, selling or occupying the Property, or making any other use of the Property until the items are removed from the Property; the Tenant shall remain liable for Rent and other monies under this Agreement. The Landlord may (but is not obliged to) remove, store, or dispose (without liability) 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 and the Tenant has failed to collect them.

5.1.4 Where small items are left and they can be easily moved and stored the Landlord may elect to remove them from the Property and store them for a maximum of fourteen days. The Tenant will be liable to pay damages in respect of all reasonable removal and storage charges. However, such charges will only be incurred where the Landlord or the Landlord's Agent has given the Tenant written notice that they consider that items have not been cleared and the Tenant has failed to collect the property promptly thereafter.

5.2 INVENTORY AND CHECK OUT

At the conclusion of the Tenancy, the Landlord shall arrange for the items contained in the Inventory and Schedule of

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Condition to be checked. The Tenant shall allow such checks to take place following receipt of notice from the Landlord.

5.3 INTERRUPTIONS TO THE TENANCY

5.3.1 To agree that Rent shall cease to be payable, if the Property is destroyed or made uninhabitable by fire, or any other risk against which the Landlord's policy has insured, until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by the Tenant, their family, or their visitors; or the insurer pays the costs of re-housing the Tenant. It is agreed that the Landlord has no obligation to re-house the Tenant.

5.3.2 If the Property is not made habitable within one month, unless the Tenant is in breach of the above clause either party may terminate this Agreement, with immediate effect, by giving written notice to the other party.

5.3.3 On service of a notice to terminate following failure to reinstate within the period specified in the above clause, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord or the Tenant and all money received in respect of the insurance effected by the Landlord under this Agreement is to belong to the Landlord absolutely.

5.4 NOTICES AND OTHER TENANCY DOCUMENTS

5.4.1 The Landlord has notified the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings), other tenancy documents or other written requests may be sent or served on the Landlord is Address line 1, Address line 2, Address line 3, Locality, Town, County, RG41 DEF

5.4.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in the clause above, any notice or other communication which is delivered or posted to the Property for the Landlord.

5.4.3 Any notice or other tenancy documents such as Notices, Gas Safety Certificates, How to Rent leaflets or Deposit Registration certificates or Prescribed information documents or any replacement for the same sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

5.4.3.1 sent by first class post to the Property deemed served two working days later; or

5.4.3.2 left at the Property before 4.30pm and deemed served on that day; If served after 4 30 pm it will be deemed served the next working day, or

5.4.3.3 sent to the Tenant's email address if any stated in this Agreement or otherwise provided to the Landlord or the Landlord's Agent from time to time either by email or by DocuSign or Signature Sense or a similar electronic document platform and having been so sent is deemed served on the next Working Day provided that such is sent to the recipient's said email address and within 12 hours no rejection of such email or "bounce back" has been received. In the event that more than one email should be sent to the tenant on any one day they will be deemed delivered and received by the tenant in the order in which they are sent.

5.5 NOTICE TO END THE TENANCY - GIVEN BY THE TENANT TO THE LANDLORD

5.5.1 The Notice period must be for a minimum of two calendar months to end no earlier than the last day of the Term of the Tenancy.

5.5.2 At least two months prior to the expiry of the Term specified in the Particulars the Tenant shall give Notice to the Landlord specifying whether or not the Tenant will be vacating at the end of the Tenancy or whether the Tenant seeks an extension or renewal of the Tenancy

5.5.3 Any notice sent to the Landlord under or in connection with this Agreement shall be deemed to have been properly served if:

5.5.4.1 Sent by first class post to the Landlord at their address appearing in this agreement or as may be subsequently notified in writing by the Landlord and deemed served two working days later; or

5.5.4.2 Sent to the Landlord's email address (if any) stated in this Agreement or otherwise as may be provided to the Tenant by the Landlord from time to time and having been so sent is deemed served on the next Working Day provided that such is sent to the recipient's said email address and within 12 hours no rejection of such email or "bounce back" has been received.

5.6 NOTICE TO END THE TENANCY - GIVEN BY THE LANDLORD TO THE TENANT

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5.6.1 Any Notice to terminate the Tenancy pursuant to a clause in this Tenancy Agreement served by the Landlord on the Tenant must be served in writing.

5.6.2 The expiry of any Notice does not affect the rights of the parties under the terms of this Tenancy Agreement.

6 RENT INCREASE

6.1 The Landlord is entitled to increase the Rent payable under this tenancy, either during the Tenancy Term or any subsequent renewal, extension, or any statutory or contractual periodic term, notwithstanding any specifically agreed rental term, on each anniversary of the start date of this tenancy (The Rent Increase Date). The increase will be a minimum 5% in addition to the current Rent payable. Should the Landlord elect to do so they will first serve written notice on the Tenant in accordance with these Tenancy Terms and Conditions of at least one calendar month prior to the Rent Increase Date (the Rent Increase Notice). If the Landlord chooses not to increase the Rent on the Rent Increase Date they may defer doing so to any date thereafter provided they shall at any time thereafter be entitled to serve a Rent Increase Notice and the said rent increase shall take effect on the expiry of such notice – the Landlord will not be entitled to then increase the rent in this way for another 12 months

7 ACCEPTANCE OF RENT

7.1 Acceptance of Rent by the Landlord or the Landlord's Agent 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; and any Rent paid by any third party will be accepted from that person as the agent of the Tenant only and will not confer on the third party any rights as the Tenant.

8 GENERAL DATA PROTECTION REGULATION (GDPR UK)

8.1 Information supplied by the Landlord and the Tenant will be held in accordance with the General Data Protection Regulation (UK) (GDPR UK) and the Data Protection Act 2018 (as amended) including any relevant UK national information rights legislation as may be implemented, amended or updated from time to time ("Data Protection Laws"). This information may be used or shared with inventory companies, utility providers, utility notifiers, local authorities, credit reference providers and contractors to provide services to you and your rental property under contract, and for the lawful collection of tax. We may use your personal information for debt tracing & collection, credit, insurance and rental decisions. We will comply with the law if we receive any formal disclosure requests. Disclosure requests are considered with regard to the exemptions provided by The Data Protection Act 2018 and with advice from a qualified data protection professional, if appropriate. The Landlord's Agent may in certain circumstances, record special categories of data, as defined in the GDPR UK and the Data Protection Act 2018. Any party is entitled to ask for a copy of any information held, details of all your rights as a data subject are set out in our Privacy Policy. Information may be amended, upon request, if it is found to be incorrect.

8.2 Information supplied by the Landlord or the Tenant to the Landlord's Agent will be processed in accordance with the law and details of our processing is set out in our Privacy Policy, which can be read on our website https://www.lrg.co.uk/privacy/. We regularly review and update our Privacy Policy to keep our customers fully informed. If you have any questions or queries regarding our compliance with UK data protection legislation, please contact our Data Protection Officer by email at dataprotection@lrg.co.uk.

8.3 Personal data may be held outside the EEA in accordance with the UK GDPR and Data Protection Act 2018. Whilst our data centres are based in the UK and EEA, backup data may be stored outside the EEA in accordance with UK GDPR using standard contractual clauses.

8.4 If you have consented to receive any marketing offers, newsletters, market information or promotional emails, please see our Direct Marketing Policy on our website which sets out how we comply with the law including The Privacy and Electronic Communications Regulations 2003 (as amended). If you have any concerns, please contact our Data Protection Officer at dataprotection@lrg.co.uk.

DRAFT EXAMPLE

IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT

These Tenancy Terms and conditions together with the associated particulars form your Tenancy of the Property

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

LANDLORD(s)

Mr Landlord One

Signature (Landlord 1)	
Print Name	

Signature (Landlord 2)	
Print Name	

Signature (Landlord 3)	
Print Name	

Signature (Landlord 4)	
Print Name	

DRAFT EXAMPLE

IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT
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DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

TENANT(S)

Mr Tenant One and Mrs Tenant Two

Signature (Tenant 1)	
Print Name	

Signature (Tenant 2)	
Print Name	

Signature (Tenant 3)	
Print Name	

Signature (Tenant 4)	
Print Name	

Signature (Tenant 5)	
Print Name	

Signature (Tenant 6)	
Print Name	

DRAFT EXAMPLE

IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT

These Tenancy Terms and conditions together with the associated particulars form your Tenancy of the Property

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

GUARANTOR
(if applicable)

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

Signature	
Print Name	

DRAFT EXAMPLE