TA - B, 3 Endless Street

This document has been signed electronically.

This document has been signed electronically using SignatureSense - the online document signing service.

A record of each signature applied to this document can be found in the "Signature Log" below.

Signature Log

The following parties have read and confirmed their agreement to the contents of this document.

Mrs Joanna Mary Connolly, Landlord

Date Agreed: 20-12-2023 12:00:34
Logged IP Address: 80.3.186.207
Signature Reference: 0A88385C-2217-4101-83D3-396B42A386E5

Mr Philip Edward James Connolly, Landlord

Date Agreed: 20-12-2023 13:37:38
Logged IP Address: 31.94.58.249
Signature Reference: FFB41AC7-F79C-4576-B0E9-22F606FA7443

Mr Jeffrey Cambil, Tenant

Date Agreed: 20-12-2023 12:03:17
Logged IP Address: 37.60.108.21
Signature Reference: AF784DF1-D89B-441A-8BCE-A2714FED04B9

Mrs Mica Ella Albarracin, Tenant

Date Agreed: 20-12-2023 12:20:26
Logged IP Address: 37.60.108.21
Signature Reference: 0B2D9EA4-1A02-439B-BD74-CD331E9A0E82

Document Execution

SignatureSense bears witness to the execution of this document.

This document was completed on Monday 8th of January 2024.

A secure version of this document is stored with SignatureSense.

Access to this document has been provided to all parties above.

Tenancy Deposit Scheme Prescribed Information

Under the Housing Act 2004, the following information is required to be given to the Tenant and anyone who paid the deposit on the Tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.com

(b) A leaflet entitled What is the Tenancy Deposit Scheme?, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: What is the Tenancy Deposit Scheme?, which accompanies this document.

(d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: What is the Tenancy Deposit Scheme?

(e) The procedures that apply where the Landlord and the Tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet What is the Tenancy Deposit Scheme?
More detailed information is available on: www.tenancydepositscheme.com

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: What is the Tenancy Deposit Scheme?
More detailed information is available on: www.tenancydepositscheme.com

(g) How the Deposit is held and how any Deductions may be made from the Deposit are set out in clause 5.2 of the Tenancy Agreement.

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Deposit Amount	£1,384.61 (One Thousand Three Hundred and Eighty-Four Pounds and Sixty-One Pence)
Address of the Premises to which the Tenancy relates	Flat B 3 Endless Street Salisbury SP1 1DL

DETAILS OF THE LANDLORD(S) or AGENT

Name of Landlord(s)	Joanna Mary Connolly Philip Edward James Connolly
E mail address of Landlord or Agent (if applicable)	salisburylettings@hamptons.co.uk
Telephone Number of Landlord or Agent	01722 480115

Name of Tenant(s)	Jeffrey Cambil Mica Ella Albarracin
Address for contact after tenancy end	43c Victoria Drive East Odstock Road Salisbury SP2 8HX
E mail address for Tenant (if applicable) at which the Tenant agrees to receive documents	jeffcambil@gmail.com ehllay4potpot@gmail.com
Telephone Number for Tenant	07946305760 07769063335

RELEVANT PERSON'S CONTACT DETAILS
If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details must be provided for them, as part of the Prescribed Information. (details to be supplied below)

CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD
The circumstances when all or part of the deposit may be retained by the Landlords by reference to the terms of the tenancy are set out in clause: 5.2 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

Initials: _____

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CONFIRMATION

The Landlord certifies and confirms that the information provided is accurate to the best of my/our knowledge and belief:

SIGNED BY:

Joanna Connolly
Joanna Mary Connolly
The Landlord

Philip Connolly
Philip Edward James Connolly
The Landlord

The Tenant confirms that I/we have been given the opportunity to read the information provided and I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

SIGNED BY:

Jeffrey Cambil
Jeffrey Cambil
The Tenant

Mica Ella Albarracin
Mica Ella Albarracin
The Tenant

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or Landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

CONTACT DETAILS OF RELEVANT PERSON

Relevant Person	N/A
Email Address	N/A
Telephone Number	N/A

Initials: _____

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ASSURED SHORTHOLD

TENANCY AGREEMENT

Between

Joanna Mary Connolly
Philip Edward James Connolly

AND

Jeffrey Cambil
Mica Ella Albarracin

Relating to:

Flat B
3 Endless Street
Salisbury
SP1 1DL

TO THE TENANT:

YOU SHOULD READ AND SATISFY YOURSELF THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS TENANCY AGREEMENT BEFORE SIGNING IT. IF THERE IS ANYTHING ABOUT WHICH YOU ARE UNSURE YOU SHOULD NOT SIGN THIS AGREEMENT AND SEEK INDEPENDENT LEGAL ADVICE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

Initials: _____

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TENANCY PARTICULARS

1 **THE DATE:** 08 January 2024

2 **THE PARTIES:**

The Landlord:

Joanna Mary Connolly
Philip Edward James Connolly

of:

Hill Rise
The Street
Salisbury
SP5 2SG

Address for service of Notices:

Hill Rise
The Street
Salisbury
SP5 2SG

The Tenant:

Jeffrey Cambil
Mica Ella Albarracin

of:

43c Victoria Drive East
Odstock Road
Salisbury
SP2 8QX

Email address for Tenant (if applicable) at which the Tenant agrees to receive documents:

jeffcambil@gmail.com
ehllay4potpot@gmail.com

Permitted Occupants: None

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3 **THE PREMISES**	All those Premises known as and being Flat B, 3 Endless Street, Salisbury, SP1 1DL comprising one dwelling unit (hereinafter called the "Premises") together with the use of entrance hall lift staircase and other doors (if any) in common with the other Tenants occupiers and persons having the like right (if any) and the garden garage or other out building thereof (if any) which form part of the letting and together with the fixtures furniture and effects (hereinafter collectively referred to as the "Contents") now in or upon the Premises and more particularly specified in the Inventory thereof signed by or on behalf of the parties hereto.
4 **THE TERM**	A term of Thirty-Six Calendar Months From and including the 8 January 2024 To and including the 7 January 2027
5 **THE RENT**	The calendar monthly rent of £1,200.00 (One Thousand Two Hundred Pounds) (subject as provided in the General Tenancy Conditions) clear of all deductions.
PAYABLE	By Bankers' Standing Order to the Landlord's Agent Hamptons (hereinafter referred to as "Agent") National Westminster Bank plc PO Box 238 32 Corn Street Bristol BS99 7UG account number 87708647 sort code 56 00 05 the sum of £1,200.00 (One Thousand Two Hundred Pounds) payable calendar monthly in advance on 8 January 2024 and on the 8 day of each month throughout the term of the Tenancy.
6 **THE DEPOSIT**	£1,384.61 (One Thousand Three Hundred and Eighty-Four Pounds and Sixty-One Pence)
HELD BY	The Agent as Stakeholder until the expiration or sooner determination of the Tenancy and to be returned without interest as detailed in clause 5.2 hereunder. The Agent is a member of the Tenancy Deposit Scheme.

A. The Landlord lets and the Tenant takes the Premises for the Term at the Rent payable as above.

B. This Agreement is subject to and the Tenant agrees to be bound by the General Tenancy Conditions printed on the following pages of this agreement with the amendments and additions to the same (if any) set out under the heading "Special Tenancy Conditions" overleaf.

C. The Landlord and the Tenant agree that all of the terms of the agreement that exists between the parties are set out in this written agreement.

D. The Landlord and the Tenant agree that this Agreement is subject to the laws in England and Wales.

E. The Premises will be occupied by Jeffrey Cambil and Mica Ella Albarracin. The Tenant may request additional or replacement Occupiers to occupy the Premises. Such requests must be made in writing to the Landlord or their Agent and will not be deemed accepted until the Tenant has provided all information reasonably required by the Landlord or their Agent as to the proposed Occupiers right to reside in the UK and written permission has been provided by the Landlord.

Initials: _____

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TO THE TENANT:

YOU SHOULD READ AND SATISFY YOURSELF THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS TENANCY AGREEMENT CONTAINED ON ALL PAGES OF THIS DOCUMENT BEFORE SIGNING IT. IF THERE IS ANYTHING ABOUT WHICH YOU ARE UNSURE YOU SHOULD NOT SIGN THIS AGREEMENT AND SEEK INDEPENDENT LEGAL ADVICE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

IF CONSENT IS GIVEN TO THE TENANT BY THE LANDLORD OR THE AGENT THE TENANT IS STRONGLY ADVISED TO OBTAIN CONSENT IN WRITING.

TO THE LANDLORD AND TO THE TENANT:

YOU AGREE TO THE USE OF DIGITAL SIGNATURES IN ALL CONTRACTS ENTERED INTO WITH YOU OR ON YOUR BEHALF PURSUANT TO AND INCLUDING THIS AGREEMENT. THE PURPOSE OF SUCH SIGNATURES IS TO ENSURE THAT IN COMPLIANCE WITH SECTION 7 OF THE ELECTRONIC COMMUNICATIONS ACT 2000 THESE ARE VALID AND ADMISSIBLE IN EVIDENCE. OUR SERVICE PROVIDER SUBSCRIBES TO SECURE INFORMATION AND PROPERLY PROCESS IT IN ACCORDANCE WITH THE ELECTRONIC COMMERCE (EC) DIRECTIVE REGULATIONS 2002. YOU AGREE THAT THIS AGREEMENT AND ANY ASSOCIATED AGREEMENTS ENTERED INTO IN RELATION TO THE PREMISES MAY BE SIGNED ELECTRONICALLY.

SIGNED BY:

Joanna Connolly
Joanna Mary Connolly
The Landlord

Philip Connolly
Philip Edward James Connolly
The Landlord

SIGNED BY:

Jeffrey Cambil
Jeffrey Cambil
The Tenant

Mica Ella Albarracin
Mica Ella Albarracin
The Tenant

Initials: _____

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GENERAL TENANCY CONDITIONS

1. **INTERPRETATION**
Where the context admits:-

a) "the Landlord" includes the person or persons for the time being who own or have the interest in the Premises which gives the right to possession of it.

b) "the Tenant" includes the person or persons who for the time being are entitled to occupy the Premises under this Agreement.

c) Where the expression "the Tenant" comprises more than one person the Tenant's liability shall be joint and several, and liability upon all persons comprising the expression "the Tenant" shall continue regardless of payments and contributions made by that person until all liabilities of the Tenant have been discharged in full.

d) 'Tenancy' or "Agreement" means this agreed Tenancy and any extension or continuation or any Statutory periodic tenancy which may arise following the end of the period of this Agreement.

e) 'Inventory' is the document drawn up prior to the commencement of the Tenancy by the Inventory Clerk which shall include the Fixtures and Fittings in the Premises their condition and all other matters specified in the Inventory, which will be given to the Tenant at the start of the Tenancy after the Check In.

f) References to "the Premises" include references to any part or parts of the Premises and to the Fixtures and Fittings furniture and effects therein or any of them.

g) "Daily Rate" Where the daily rent is required to be calculate the annualized rent will be divided by 365 days.

h) The Landlord's "Fixtures and Fittings" means any of the Landlord's furniture, fixtures, furnishings or goods or effects and floor or wall coverings and shall include anything contained in the Inventory or any items replacing the same from time to time.

i) "Agent" means Hamptons 54 Castle Street, Salisbury, Wiltshire, SP1 3TS

j) "Superior Landlord" means the person for the time being who owns any interest in the Premises which gives them the right to possession of the Premises at the end of the Landlord's Lease or any Lease of the Premises.

k) The "Superior Lease" means the Lease (if any) under which the Landlord holds the Premises or the property of which the Premises forms part.

l) The "End of the Tenancy" means the termination of the Tenancy whether terminated by notice to quit, break notice, effluxion of time or determined under the terms of the Agreement or otherwise.

m) Where the Premises are held by the Landlord under a Superior Lease there shall be deemed to be included in this Lease in so far as the Landlord is able to grant them all rights easements and facilities to which the Landlord is entitled under the terms of the Superior Lease and this Lease shall be subject to all exceptions and reservations contained therein. A copy of the Superior Lease by which the Premises are held can be viewed by the Tenant upon request.

n) Any notice or documents requiring to be served on the Tenant under this agreement shall be deemed sufficiently served if it is handed to the Tenant, left for the Tenant at the Premises, or sent by ordinary first class post to the Tenant at the Premises or at the last known address of the Tenant (if different). Such notices or documents will be deemed delivered two days later. Any notice or documents requiring to be served on the Tenant under this agreement shall also be deemed sufficiently served if it is sent by email to the email address provided by the Tenant in this agreement for the purposes of email correspondence. Such notices or documents will be deemed served one hour after sending provided that the sender does not receive a non-delivery report.

Initials: _____

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o) Any notices or documents requiring to be served on the Landlord under this agreement shall be sufficiently served if sent by ordinary first class post to the Landlord or their Agent at the address given in this clause. Such notices or documents will be deemed served within two working days of sending, which does not include weekends or bank holidays. The Landlord's address for service including notices in proceedings for the purpose of Section 48 of the Landlord and Tenant Act 1987 is Hill Rise, The Street, Salisbury, SP5 2SG.

p) The "Tenancy Deposit Scheme" or "TDS" means The Dispute Service Limited. The administrator of the Tenancy Deposit Scheme is: 1 The Progression Centre, West Wing, First Floor, Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG, Tel: 0300 037 1000, Email: deposits@tenancydepositscheme.com.

q) "Member" means the registered member of the TDS.

r) 'Deposit' is the money held by the Agent as Stakeholder during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

s) 'Impartial Adjudicator' means the independent person appointed under the Tenancy Deposit Scheme to adjudicate upon any dispute between the Landlord and the Tenant as to the use of the Deposit Monies at the end of a Tenancy.

t) 'Stakeholder' means The Agent is only authorised to make deductions from the Deposit at the end of the Tenancy with the written consent of both parties.

u) 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 are referred to in this Agreement.

v) Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender and vice versa.

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2 **TENANT'S OBLIGATIONS**

The Tenant agrees with the Landlord:

2.1 **Rent**

2.1.1 To pay the reserved Rent (and sums recoverable as Rent) on the days and according to the terms of this Agreement whether formally demanded or not. In the event that the Rent is payable for a period of the Tenancy of less than one month the Rent shall be calculated with reference to the Daily Rate.

2.1.2 Not to withhold the payment of any instalment of Rent or other monies payable under this Agreement or any part of the same on the ground that the Landlord has in their or their Agent's possession monies in respect of the Deposit.

2.2 **Utilities**

2.2.1 Not to tamper interfere with alter or add to the gas water or electrical installations or meters in or serving the Premises.

2.2.2 To pay all charges in respect of any gas fuel oil water including sewerage and environmental charges and electricity supplied to the Premises together with all charges and all rent in respect of any telephone during the Tenancy; and immediately following the signing of this Agreement to notify the respective suppliers of this liability to pay such accounts and to enter into such contracts as may be required. As part of their free Change of Address Service, Hamptons will, to assist the Tenant with notifying the respective suppliers of their obligations and to enable them to choose suppliers suiting their requirements, provide them with details of the services offered by Just Move In. Hamptons will, unless advised otherwise in writing, provide Just Move In with the Tenants details in order that they may contact them to offer their assistance. FOR THE AVOIDANCE OF DOUBT, the Tenant is under no obligation to use the services of Just Move In and can notify the respective suppliers directly.

2.2.3 To permit the Landlord and the Agents to advise the Local Authority and relevant service suppliers of the Tenant's responsibilities including all relevant contact details for the Tenant which shall, where appropriate, include the disclosure of this Tenancy any continuation or renewal tenancy and any information provided to the Agent or the Landlord prior to the Tenancy including any information given in the Tenancy Application Form and associated documents and to permit the Local Authority and relevant service supplier to advise the Landlord or Agent of any information relating to the accounts at the End of the Tenancy.

2.2.4 Not to have any additional key meters installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key nor change the supplier of the utilities without first notifying the Landlord or their Agent in writing of the name and address of the new supplier and at the End of the Tenancy (if the Landlord shall so desire) be responsible and liable for all costs involved in transferring any change of supplier back into the original supplier.

2.2.5 Immediately before the End of the Tenancy and vacation of the Premises to have any electricity gas water and telephone meters read and to settle all outstanding accounts with such services on vacation of the Premises including any additional charges for its reconnection.

2.2.6 Immediately before the End of the Tenancy and vacation of the Premises to inform the Landlord or the Agent of all the utility suppliers to the Premises including addresses and account numbers.

2.2.7 To register with the local authority for the payment of Council Tax and to pay the Council Tax as it falls due and if at any time during the Tenancy Council Tax is replaced by some other tax to pay such tax.

2.2.8 To pay the water sewerage and environmental rates or charges due in respect of the Premises during the Tenancy including where applicable charges in relation to septic tanks.

Initials: _____

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2.2.9 Not to allow or arrange for the telephone number at the Premises to be disconnected or removed from the Premises or the telephone number to be changed, without the Landlord's or their Agent's prior written consent, such consent not to be unreasonably withheld.

2.2.10 To purchase at their own expense the appropriate television broadcast receiving licence in respect of any television receiver at the Premises regardless of ownership and to ensure at all times during the Tenancy that there is a current valid television receiving licence in force in respect of any television set in the Premises whether belonging to the Landlord or the Tenant or any hire company and should the Tenant have a hired television receiver to arrange for its return to the hirer at the End of the Tenancy.

2.2.11 At the end of the tenancy to pay any charges or other costs incurred by the Landlord as a result of any breach of these provisions.

2.3 **Condition of Premises Repair and Cleaning**

2.3.1 To take reasonable precautions to keep the interior and exterior of the Premises including any Fixtures and Fittings and contents in the same repair and condition throughout the Tenancy as at the commencement of the Tenancy, (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985, and The Gas Safety (Installation and Use) Regulations 1998). Fair wear and tear due to reasonable use and damage by insured risks is excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant.

2.3.2 To preserve the interior of the Premises in the same decorative order and condition throughout the Tenancy as at the commencement of the Tenancy. Fair wear and tear due to reasonable use and damage insured risks is excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant.

2.3.3 As soon as is reasonably practicable to replace all broken glass in the windows, doors and roof lights of the Premises with the same quality glass, in the event that the breakage of the same resulted from any act or omission of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant. In the event that the breakage of any of the said glass was not as a result of any such act or omission, the Tenant shall notify the Landlord or their Agent of the breakage immediately.

2.3.4 To use the Premises in a reasonable manner and to keep the Fixtures and Fittings and furniture effects or other items forming part of the contents specified in the Inventory, together with the interior of the Premises, clean and in the same order and preservation as at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and the Insured Risks only excepted) and so far as possible forthwith to replace with articles of the same sort and equal value such as may be lost broken or destroyed or to compensate the Landlord in damages for any omission to replace as aforesaid and to repair and make good such articles as may be damaged by the Tenant, their family, visitors or their contractors(except as aforesaid).

2.3.5 Not to permit or suffer any of the Fixtures and Fittings or any substituted Fixtures and Fittings to be removed from the Premises otherwise than for necessary repairs (whereupon notice shall be given to the Landlord or their Agent) without the written consent of the Landlord or their Agent.

2.3.6 At the end of the Tenancy or its sooner determination to deliver up to the Landlord the Property and all fixtures fittings and additions and carpets and the furniture and effects or any substituted furniture and effects clean to a professional standard and tidy and in good repair, condition and decorative order (subject to fair wear and tear) in accordance with this agreement.

2.3.7 To ensure that any smoke and/or carbon-monoxide alarm(s) installed in the Premises is kept free from obstruction and in good working order and where such alarm(s) is battery operated that the battery is replaced when necessary to ensure the alarm(s) is fully operational at all times.

Initials: _____

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2.3.8 Subject to the Landlord's obligations defined below to ensure all electrical gas and other appliances are kept in good working order and to repair or replace any defective part or parts caused through negligence or ill-treatment by the Tenant or any invitee of the Tenant and to replace all light bulbs fluorescent tubes batteries and electrical fuses when necessary.

2.3.9 Upon receiving written notice from the Landlord or their Agent requesting any repairs or other works to be carried out which are the Tenant's responsibility under this Agreement to carry out the same within one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such notice the Landlord or their Agent may enter upon the Premises, upon 24 hours prior written notice, save in the event of an emergency, with workmen and carry out such repairs or other works the cost of which may be payable by the Tenant at the end of the tenancy.

2.3.10 To keep clean all nets curtains shutters and blinds (if any) as often as necessary throughout the Tenancy.

2.3.11 To keep all chimneys and flues (if any) thoroughly swept and in any event to leave swept and cleaned at the end of the Tenancy.

2.3.12 To take all appropriate precautions including any that may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing background heat at all times during the winter months including when Premises are vacant provided that this sub-clause shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected.

2.3.13 To ensure that the Premises are adequately ventilated at all times to prevent mould and condensation.

2.3.14 To notify the Landlord or the Agent of any damage destruction loss or disrepair to the Premises or the Fixtures and Fittings or contents however caused immediately it comes to the attention of the Tenant.

2.3.15 To clean all the interior and reasonably accessible exterior windows of the Premises as necessary during and at the End of the Tenancy.

2.3.16 To remove all goods belonging to or in the possession of the Tenant from the Premises at the End of the Tenancy.

2.3.17 The Tenant agrees to allow access for the check of the Inventory at the End of the Tenancy upon being given reasonable written notice.

2.4 **Garden (if any)**

2.4.1 To keep the grass maintained and the pathways weeded and to keep the patio, path, or terrace clean and the beds cultivated and prevent overgrowth with weeds.

2.4.2 To clear away fallen leaves and not to lop or destroy any of the existing trees or plants or shrubs at or adjoining the Premises. Reasonable annual pruning of plants and shrubs is permitted.

2.4.3 Not to remove any garden furniture or ornaments. Not to make any alteration to the layout of the garden patio and terrace (if any).

2.4.4 To hand back the garden patio and terrace at the End of the Tenancy in the same state and condition as it was at the commencement of the Tenancy.

2.5 **Access and Inspection**

2.5.1 To permit any Superior Landlord, their Agent, the Landlord or their Agent with or without workmen and others between the hours of 8am and 6pm from Monday to Saturday subject to twenty four hours prior written notice being given (save in the case of an emergency), to enter into and upon the Premises from time to time to examine the condition of the same or to inspect (for which purposes the Landlord may take photographs) maintain repair alter improve or rebuild the Premises or any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the

Initials: _____

Jmc Pejc MECA JC

purpose of complying with any obligations imposed on the Landlord by law including the annual Gas Safety check and other statutory regulations and requirements.

2.5.2 During the last two months of the Tenancy to allow the Landlord or their Agent to affix a notice on the Premises for letting or selling and at all reasonable times on at least 24 hours prior notice being given to the Tenant to grant access to the Landlord or their Agent with or without any prospective purchaser or Tenant to enter upon and view the Premises and for the purposes of taking photographs or marketing the Premises.

2.5.3 If in the case of an emergency out of hours call out to the premises it is deemed that the nature of the event was not an emergency or the Tenant is deemed to have caused the issue raised then any costs incurred will be payable by the Tenant.

2.6 **Alterations and Waste**

2.6.1 Not to interfere with or make any structural or non-structural alteration to the Premises.

2.6.2 Not to cut, maim, puncture or injure any of the walls partitions or timbers in the Premises.

2.6.3 Not to do or permit any damage, destruction or harm to the Premises by the Tenant or their family, visitors or contractors.

2.6.4 Not to decorate or to make any alterations in or additions to the Premises without the Landlord or their Agent's prior written consent, such consent not to be unreasonably withheld.

2.7 **Affixation of Items**

2.7.1 Not to deface the Premises or permit or suffer it to be defaced internally or externally nor to affix any picture or other object to the walls unless they are affixed by using commercially produced picture hooks provided that they are not excessive in quantity nor hang any picture or poster with 'Blu-tac' or similar and further that the Tenant shall at the end of the Tenancy or sooner determination make good any damage caused to the Premises.

2.7.2 Not to erect or permit to project outside the Premises any wireless aerial, satellite dish or television aerial without the prior written consent of the Landlord or the Agents nor place or exhibit any name advertisement notice board or notice of any description on any part of the Premises. If in breach of this clause the Tenant erects or allows anything to project outside the Premises the Tenant will be liable for the removal and for making good any damage suffered to the Premises.

2.8 **Fixtures and Fittings**

Not to remove any of the Fixtures and Fittings or contents as specified in the Inventory or any part thereof (or any substitute) from the Premises nor to store the same in any loft basement garage or outbuilding without first obtaining the Landlord or their Agents written consent and thereafter ensuring that the said items are stored safely. At the End of the Tenancy to leave the same in the places in which they were on the commencement date.

2.9 **White Goods**

2.9.1 In the event that the washing machine and / or tumble dryer (if any) serving the Premises malfunctions, as a result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises, causing damage to the Tenant's, or any other's, goods and belongings, the Tenant will not make a claim against the Landlord or the Landlord's Insurers for any recompense or compensation for any such loss or damage suffered.

Initials: _____

Jmc Pejc MECA JC

2.9.2 In the event that the refrigerator and / or freezer (if any) ceases to properly function as a result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises, with the result that any comestibles contained in the said appliance(s) and belonging to the Tenant thaws or becomes damaged or otherwise unsafe for human consumption and as a consequence requires to be destroyed or discarded then the Tenant will not seek reimbursement from the Landlord for any loss or inconvenience suffered.

2.10 **Locks**

2.10.1 Not to make or have made any duplicate keys fobs security devices and remote controls to the Premises nor to replace nor add any new locks to the Premises without the prior written consent of the Landlord or their Agent (except in the case of an emergency). The Tenant agrees to provide one full set of keys fobs and remote controls of the new locks at all times to the Landlord or their Agent.

2.10.2 To hand over to the Landlord or their Agent at the End of the Tenancy all keys fobs security devices and remote controls to the Premises and if any are missing will pay the cost of changing the relevant locks and replacing the fobs, security devices or remote controls.

2.11 **Nuisance and Noise**

2.11.1 Not to do upon or in connection with the Premises or suffer or permit any person residing with the Tenant or any guests or visitors to do anything which shall be or tend to be a nuisance annoyance inconvenience or cause damage to the owners or occupiers of the building or any adjoining or neighbouring property or the neighbourhood or the owners thereof.

2.11.2 Not to do or suffer to be done on the Premises any act matter or thing by reason or in consequence whereof any increased or additional premium may become payable for the insurance of the Premises or building of which the Premises form part or whereby the policy for such insurance may become void or voidable in whole or in part.

2.11.3 Not to permit or cause any unreasonable noise in or on the Premises by way of piano stereo radio or television set or other mechanical, electrical or musical instrument singing or dancing or otherwise at any time whatsoever.

2.12 **Animal and Pets**

Not to keep or allow to be kept any domestic animals or birds in or on the Premises without the prior written consent of the Landlord or their Agent. Such consent will not be withheld unreasonably. If consent is given, it shall be revocable upon reasonable written notice to the Tenant.

2.13 **Usage**

2.13.1 Not to carry on any profession business or trade (as opposed to occasional homeworking that does not cause a nuisance or breach of any other clause of this Agreement) from the Premises and not to use or occupy or permit to be used or occupied the Premises or any part of them for the purpose wholly or partly for any profession trade or business.

2.13.2 Not to register to the Premises any business company or trade and not to use the address as an address for business or trade purposes or as a registered or other office address.

2.13.3 Not to hold any large meeting or gathering upon the Premises and not to permit any sale by auction to be held on or outside the Premises.

2.13.4 To use the Premises only as a single private dwelling.

2.14 **Inflammable Substances and Equipment**

2.14.1 Not to keep or use any paraffin heater liquefied petroleum or portable gas heater in the Premises nor to store or bring upon the Premises any articles which are combustible inflammable or dangerous in nature apart from those required for general household use.

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2.14.2 Not to keep petrol on the Premises (other than a small amount if required for a lawnmower which shall be kept in airtight containers and in an out building at the Premises).

2.14.3 To ensure that any gas barbeque belonging to the Tenant is stored in an outbuilding at the Premises.

2.15 **Washing**

2.15.1 Not to hang any washing clothes or other articles outside the Premises otherwise than on a designated clothes line or in such place as the Landlord may designate or permit.

2.15.2 Not to hang or place wet or damp articles of washing upon any item or room heater in the Premises.

2.16 **Illegal Immoral Usage**

2.16.1 Not to use the Premises or permit it to be used for any illegal or immoral purposes.

2.16.2 Not to use or consume or allow to be used or consumed in or about the Premises at any time any illegal or prohibited drugs or any other substances the use of which may be prohibited by law.

2.17 **Refuse**

To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

2.18 **Drains**

2.18.1 Not to overload block up or damage any of the drains or any apparatus or installation relating to the drains or sanitary ware at the Premises or permit oil, grease or other harmful corrosive substances to enter the same.

2.18.2 To keep cleansed and free from obstruction and clear any stoppages or blockages of all sewers drains down pipes gutters sanitary apparatus water and waste pipes air vents and ducts exclusively serving or forming part of the Premises unless the obstruction is due to a defect that is the responsibility of the Landlord.

2.19 **Contractors**

Not to engage any contractor or workman or otherwise incur expenditure on the Landlord's behalf without the prior written consent of the Landlord or their Agent.

2.20 **Assignment**

2.20.1 Not at any time during the said term to assign underlet charge share or part with possession or occupation of the Premises or any part thereof and not to enter into nor permit the entry into of any agreement or arrangement whereby protection may be afforded to an occupant of the Premises pursuant to the Landlord and Tenant Act 1954 or the Housing Acts 1988 and 1996 or any statutory amendment or re-enactment of any of them.

2.20.2 Not to take in or receive any paying guests or lodgers.

2.20.3 Not at any time during the said term to sell, charge or part with possession of all or any of the Landlord's Fixtures and Fittings.

2.21 **Empty Premises**

2.21.1 Not to leave the Premises unattended for a period of more than 28 consecutive days without prior written notice to the Landlord or their Agent. In such event the Tenant agrees to comply with the Landlord's insurance policy(ies) in respect of vacant and empty properties. A copy of the said policy documentation will be provided upon request to the Landlord or their Agent.

2.21.2 When the Premises are left unattended to fasten securely all locks fitted to doors and windows of the Premises and to ensure that the burglar alarm (if any) is activated in accordance with the manufacturer's instructions relating thereto.

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2.22 **Burglar Alarm (if any)**

2.22.1 To be responsible for all charges which may be levied if the burglar alarm is set off deliberately or accidentally by any act or omission of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant. The Landlord shall be responsible for any charges for maintenance or repair of the burglar alarm unless such repair is necessary as a result of misuse or negligence by the Tenant, their family, or any guest of the Tenant.

2.22.2 To immediately notify the Landlord or their Agent of any code alterations or altered instructions to the burglar alarm.

2.23 **Insurance**

2.23.1 Not to do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium may be increased and to repay to the Landlord all sums from time to time paid by way of increased premiums and all reasonable expenses incurred by the Landlord rendered necessary by a breach of this clause. A copy of the said policy documentation will be provided upon request to the Landlord or their Agent from the Tenant.

2.23.2 The Landlord will not insure the contents of the Premises owned by or in the possession of the Tenant or any person residing or sleeping in or visiting the Premises. If the Tenant so wishes, these items must be insured by the Tenant under a separate policy.

2.24 **Destruction of Premises**

2.24.1 If the whole or part of the Premises is destroyed or damaged by fire, tempest, flood, explosion or other Insured risks during the Tenancy and the total or part of the insurance money due under the Landlord's policy which covers such risks is not paid due to an act or failure of the Tenant, their family, visitors or contractors then the Tenant will pay such sums that are irrecoverable in addition to the Rent to the Landlord together with the reasonable professional fees incurred by the Landlord in respect of the same.

2.25 **Infestation**

In the event of any infestations arising during the Tenancy (unless it is due to an act or omission of the Landlord) to carry out at the Tenant's expense any pest control disinfection or fumigation of the Premises which may be required and to pay for any necessary re-decoration and to replace any articles destroyed or damaged in consequence of such infestation fumigation or disinfection.

2.26 **Planning and Notices**

Not at any time to do any act matter or thing in respect of the Premises which contravenes the legislation for the time being in force relating to Town and Country Planning nor to make any applications for planning permission in relation to the Premises.

2.27 **Notices to the Premises**

To promptly forward to the Landlord or their Agent any formal or legal notice delivered to the Premises relating to it or to its neighbouring properties.

2.28 **Superior Lease**

To perform and observe the covenants on the Lessee's part contained in the Superior Lease (if any) and to provide the Superior Landlord or Freeholder (if any) with any reference or further information, that the Landlord hereunder cannot provide, as the Landlord or their Agent shall require in order to obtain permission for a sub-Tenancy to be created. A copy of the Lease by which the Premises are held can be provided to the Tenant upon request.

2.29 **Breach of the Tenancy**

At the end of the Tenancy to reimburse and compensate the Landlord and their Agent for all reasonable costs, commission, other losses and expenses arising from the following:

2.29.1 any major breach by the Tenant of this Agreement;

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2.29.2 recovering or attempting to recover any Rent or other monies in arrears;

2.29.3 the enforcement of any reasonable obligation of the Tenant under this Agreement;

2.29.4 the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

2.29.5 the Tenant or a departing Tenant requesting to be released early from the obligations arising under the Agreement.

2.30 **Energy Performance Certificate**

2.30.1.1 The Tenant confirms that in accordance with the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 then save for where the Premises are Listed, (s)he 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.

2.31 **Gas Safety Record & How to Rent Guide**

2.31.1 The Tenant confirms that prior to the signing of this Agreement and in accordance with the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 (s)he has been provided with a copy of the 'How to Rent Guide' and, where applicable, a Gas Safety Record which satisfies the Gas Safety (Installation and Use) Regulations 1998.

2.32 **Licenses under the Housing Act 2004 and HMO use**

2.32.1 not to use the Property in any manner which might lead to it becoming a house in multiple occupation ("HMO") under s254, Housing Act 2004 without the Landlord's express written consent.

2.32.2 not to use the Property in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.

2.32.3 not to use the Property in any manner which might lead to a condition of any license granted under any part of the Housing Act 2004 being breached.

3 **LANDLORD'S OBLIGATIONS**

The Landlord agrees with the Tenant:

3.1 **Cleaning and Appliances**

3.1.1 To deliver to the Tenant at the commencement of the Tenancy the Premises in a clean and tidy condition with all appliances in proper working order.

3.1.2 To have all chimneys and flues (if any) belonging to the Premises swept and cleaned prior to the commencement of the Tenancy save where swept and cleaned within 12 months prior to commencement of the Tenancy.

3.2 **Safety Regulations**

3.2.1 Where applicable to ensure that all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Premises comply with the provisions of the Furniture Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

3.2.2 To comply with the Gas Safety (Installation and Use) Regulations 1998.

3.2.3 To provide the Tenant with a copy of the current Gas Safety Record compiled by an engineer who is on the Gas Safe Register.

3.2.4 To keep a copy of the above mentioned Gas Safety Record for a period of two years.

3.2.5 Where a gas safety check is carried out during the Tenancy the Landlord shall provide to the Tenant a copy of the gas safety check within 28 days of receipt of the same.

3.2.6 To ensure all electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. Regulations 1994.

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3.2.7 To ensure that all electrical work carried out at the Premises is carried out by an electrical contractor who is a member of an approved scheme under the Part P (Electrical Safety) Regulations 2005.

3.2.8 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

3.3 **Repairs**

3.3.1 To carry out the repairing obligations in relation to the Premises imposed upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 (as amended).

3.3.2 To keep and maintain the Premises Fixtures and Fittings in good repair during the Tenancy except in respect of damage negligence or misuse caused by the Tenant or any guest or invitee, for which the Tenant is liable under this Agreement.

3.3.3 To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or invitee of the Tenant.

3.3.4 To use their reasonable endeavours to ensure that all maintenance and repairs which are the responsibility of any Superior Landlord or Freeholder under the terms of any Superior Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

3.4 **Insurance**

To insure the Premises and the Fixtures and Fittings (unless they are insured by a Superior Landlord) to cover any public liability as well as compensation for any loss suffered by the Landlord and to provide a copy of the relevant sections of the insurance policy to the Tenant upon request.

3.5 **Quiet Enjoyment**

The Landlord hereby warrants that the Tenant paying the rent and performing and observing the several agreements and conditions on the Tenant's part hereinbefore contained may quietly possess and enjoy the Premises during the Tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

4 **STATUTORY INFORMATION AND FORFEITURE**

4.1 **Housing Act 1988 (as amended)**

4.1.1 This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

4.1.2 The Tenant hereby declares that for the duration of the Tenancy hereby created the Premises are to be their main and principal home as defined within the meaning of Part 1 of the Housing Act 1988.

4.2 **Termination**

4.2.1 (a) If the said rent or any instalment or part thereof shall be in arrears for fourteen days after the same shall have become due (whether formally demanded or not); or

(b) If the Tenant shall commit a breach of any of the several agreements and stipulations herein contained and without prejudice to the generality of the foregoing relating to Ground 8; 10 to 15 and Ground 17 cited in Schedule II of the Housing Act 1988 as amended (see 4.3 below); or

(c) If the Tenant shall become bankrupt or assigns their estate or executes any Deed of Arrangement for the benefit of their creditors; or

d) If the Premises shall be left vacant or unoccupied for a period exceeding 28 days without prior written consent of the Landlord.

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Then the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. On any non compliance with that Notice the Landlord may re-enter the Premises and the Tenancy shall be terminated. . This clause does not prejudice any other rights that the Landlord may have in respect of any other breaches of the Tenant's obligations under this Agreement.4.2.2. Without prejudice to the generality of the foregoing paragraphs, pursuant to the Protection from Eviction Act 1977, the Landlord may not re-enter occupied residential Premises without having previously obtained an order from the Court.

4.3 **Grounds for Possession under the Housing Act 1988**

The following grounds are included within the Housing Act 1988 and entitle the Landlord to bring a claim for possession on all or any of the following bases:

4.3.1 **Mandatory Grounds**

4.3.1.1 **Ground 1:**The Landlord hereby notifies the Tenant that (s)he is the owner occupier of the Premises within the meaning of Ground 1 Part 1 of Schedule 2 of the Housing Act 1988 and that at some time before the beginning of the Tenancy the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house as their only or principal home; or the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling-house as their or their spouse's only or principal home and neither the Landlord (or in the case of joint Landlords any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion on the Tenancy for money or money's worth and that possession of the Premises may be recovered under Ground 1 of part 1 of Schedule 2 of the said Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that (s)he has received such notice;

4.3.1.2 **Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that their lender may have a power of sale of the Property if the Landlord does not make their mortgage payments for the Property;

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

4.3.2 **Discretionary Grounds**

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

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

4.3.2.3 **Ground 12:** the Tenant is in breach of one or more of the obligations under the Tenancy agreement;

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

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

4.3.2.6 **Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

4.3.2.7 **Ground 17:** the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

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5 **IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

5.1 **Inventory**

5.1.1 To sign (or have signed by a representative) the Inventory at the commencement of the Tenancy together with any Schedule of Condition.

5.1.2 At the End of the Tenancy to sign (or have signed by a representative) the Inventory and any Schedule of Condition together with any assessment for any damage which shall be shown to have arisen during the course of the Tenancy.

5.1.3 If the Tenant or any representative appointed by the Tenant shall not keep two or more appointments made by the Landlord or their Agent to check the Inventory the Tenant agrees that check will take place and a report prepared.

5.2 **Deposit**

5.2.1.1 Before the commencement of the Tenancy hereby created the Tenant shall deposit with the Landlord's Agent as Stakeholder the Deposit to be held against all possible liability arising by reason of the Tenant's failure to observe and perform the obligations in this Tenancy Agreement including the obligation to pay rent.

5.2.1.2 Where there are multiple tenants each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use Alternative Dispute Resolution through a Tenancy Deposit Protection Scheme to deal with any dispute about the deposit at the end of the Tenancy.

5.2.2 The Landlord or their Agent shall be entitled to deduct such sums as may be required to properly remedy any such failure and such Deposit or the balance thereof shall be returned to the Tenant without interest within a reasonable period after the End of the Tenancy except in case of dispute and with the written consent of both parties. The interest shall belong to the Agent.

5.2.3 The Deposit has been taken for the purposes of compensating the Landlord for losses caused or expenses incurred for any or all of the following reasons:

5.2.3.1 any damage or compensation for damage to the Premises and/or Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance of 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 caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;

5.2.3.2 the reasonable cost incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the Tenancy Agreement including those relating to the cleaning of the Premises, its fixtures and fittings and any damage caused or cleaning required as a result of any pets at the Premises;

5.2.3.3 any unpaid accounts for utilities or water charges, services or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable hereunder;

5.2.3.4 any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy;

5.2.3.5 any other breach by the Tenant of the terms of this Agreement;

5.2.4 The Landlord or their Agent shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.

5.2.5 Where more than one person is comprised for the time being in the expression 'the Tenant' the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment shall discharge the Landlord and their Agent from any further liability in respect of the amount so repaid.

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5.2.6 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Limited, 1 The Progression Centre, 42 Mark Road, Hemel Hempstead Hertfordshire HP2 7DW. Telephone 0300 037 1000, Email deposits@tenancydepositscheme.com, Website: www.tenancydepositscheme.com

5.2.7 At the end of the Tenancy the Landlord or their Agent/Member must tell the Tenant within a reasonable period after the end of the Tenancy if they propose to make any deductions from the Deposit.

5.2.8 If there is no dispute the Agent/Member 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 a reasonable period of the Landlord and the Tenant agreeing the allocation of the Deposit.

5.2.9 The Tenant should try to inform the Agent/Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after being notified of the same. The Impartial Adjudicator may regard failure to comply with the time limit as a breach of the rules of TDS and if the Impartial Adjudicator is later asked to resolve any dispute may refuse to adjudicate in the matter.

5.2.10 If following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the Impartial Adjudicator for adjudication. All parties agree to co-operate with the adjudication.

5.2.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 5.2.7 to 5.2.10 above.

5.2.12 If in the case of an emergency out of hours call out to the premises it is deemed that the nature of the event was not an emergency or the Tenant is deemed to have caused the issue raised then any costs incurred will be payable by the Tenant.

5.2.13 If the Tenant has opted to purchase the Deposit Free Insurance, certain parts of this Agreement in relation to the Deposit shall have no effect whilst the Guarantee is in place. The Deposit will be recorded as £0 in recognition of this.

5.2.14 In purchasing Deposit Free Insurance the Tenant is agreeing to be bound by the obligations set out in the documentation provided to the Tenant by InsureStreet Ltd t/a Canopy.

5.2.15 If the Deposit Free Insurance is cancelled for any reason the Tenant shall immediately pay a Cash Deposit to the Agent.

5.2.16 Where the Deposit Free Insurance is cancelled for any reason and the Tenant fails to provide a Cash Deposit, the Tenant agrees that the Landlord (or the Agent) may collect the Cash Deposit by making deductions from any Rent paid by the Tenant until the Cash Deposit is satisfied in full. For the avoidance of doubt, where the Cash Deposit is collected out of the Rent payments, the Rent shall remain due.

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5.3 **Rent**

5.3.1 At the End of the Tenancy if Rent has been paid for a period extending beyond the End of the Tenancy and the Tenancy has been properly terminated a refund, if any due to the Tenant will be calculated on the Daily Rate.

5.4 **Abandoned Goods**

5.4.1 At the End of the Tenancy any goods or personal effects belonging to or in the possession of the Tenant or any person who resided, slept in or visited the Premises which shall not have been removed from the Premises shall be deemed to have been abandoned after the expiry of 14 days written notice to the Tenant (to an address provided by the Tenant or in default to the address of the Premises) and thereafter the Landlord may dispose of such goods as (s)he deems appropriate and any costs incurred in so doing will be payable by the Tenant.

5.4.2 The Tenant shall pay to the Landlord damages at a rate equivalent to the daily rate of Rent then payable for the Premises if the Premises contain bulky furniture, or bulky and heavy discarded items belonging to the Tenant; until such time as the Landlord or the Agent remove, store or dispose of the items having given the Tenant at least 14 days written notice to the Tenant (to an address provided by the Tenant; or in default to the address of the Premises) that they consider the items to be abandoned until either the Tenant, or in default the Landlord, shall have removed all such items from the Premises such removal by the Landlord to be made as soon as practically possible and the costs incurred in doing so will be paid by the Tenant.

5.4.3 The Tenant shall pay to the Landlord any additional expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant (or members of their household) have been removed.

5.5 **Uninhabitable Premises**

5.5.1 In the event that the Premises shall be destroyed or damaged by any of the insured risks during the Tenancy so as to be unfit for habitation and use then save where 5.5.2 below applies, the rent hereby reserved, shall cease to become payable until the Premises have been rendered fit again for occupation. In the event that any part as opposed to the whole of the Premises shall become unfit for normal use and habitation then a fair proportion of the rent shall cease to become payable until such time as the whole of the Premises are in a fit state for habitation and use.

5.5.2 Save where the Landlord's insurers pay to rehouse the Tenant and save where the insurance shall have been vitiated as a result of any act or omission of the Tenant family any occupier guest or contractor then the Landlord or Tenant may give written notice to the other or to the Agent to terminate the Tenancy forthwith, in which event any Rent which may have been paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid by the Landlord.

5.6 **Costs and Charges**

5.6.1 The cost of preparing this Agreement and its counterpart shall be borne by the Landlord.

5.6.2 All or any costs incurred in the renewal or extension of this Tenancy agreement shall be borne by the Landlord.

5.6.3 The cost involved for the checking in of the Inventory shall be borne by the Landlord. The cost involved for the checking out of the Inventory shall be borne by the Landlord.

5.6.4 The Landlord will pay the additional cost incurred by their Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant fails to attend a mutually agreed second appointment.

5.6.5 The Landlord shall pay the costs involved for the making or up-dating of a professionally compiled fully comprehensive Inventory and Schedule of Condition of the Premises.

5.6.6 The Tenant will pay to the Landlord the reasonable costs in consideration of the variation, assignment or novation of the Tenancy at the Tenant's request.

5.7 **Agent of the Tenant**

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Acceptance of cheque or other payments in settlement of rent drawn on accounts other than those of the Tenant named herein shall be accepted solely as agent for the Tenant.

5.8 **Late Payment of Rent and Bank Charges**

5.8.1 In the event of any instalment of rent or any other money payable under this agreement is not paid to the Landlord within 14 days after the due date for payment the Tenant must pay interest at an annual rate of 3% above the Bank of England base rate as set from time to time by the Monetary Policy Committee of the Bank of England to the Landlord for the period starting on the due date until payment (both before and after any judgment).

6 **GENERAL DATA PROTECTION REGULATION (2016/679/EU) AND DATA PROTECTION ACT 2018**

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during and for a short period following expiry of the Tenancy and that present and future addresses and contact details of the Tenant may be provided to the Landlord, the TDS (or any replacement Deposit Service) to utility suppliers, the local authority, any credit agencies, or reference agencies, third party licensing compliance checks providers, legal advisers and for debt collection in connection with the Premises. Full details of how the Agent processes your information can be found at www.countrywide.co.uk/notices/PrivacyNotice.pdf

7 **SPECIAL TENANCY CONDITIONS**

7.1 **Non Smoking**

Notwithstanding and subject to the provisions contained within the Tenancy, including but not limited to Clause 2.3 (Condition of Premises Repair & Cleaning), the Tenant agrees that neither the Tenant nor any guest or invitee will smoke within the Premises this includes but is not limited to the use of electronic cigarettes, personal vaporisers and shisha and in the event that smoking has taken place within the Premises (as defined by the Inventory Clerk at the end of the Tenancy) then any damage, re-decoration or fumigation necessary shall not be considered fair wear and tear.

7.2 **Professional Cleaning**

Notwithstanding and subject to the provisions of Clauses 2.3 (Condition of Premises Repair & Cleaning) and Clause 3.1.1 (Cleaning & Appliances), the Landlord agrees to deliver the Premises to the Tenant having had them professionally cleaned. IT IS FURTHER AGREED that at the End of the Tenancy the Tenant will, deliver the Premises back to the Landlord having had them cleaned to a professional standard.

7.3 **Break Clause – Mutual**

The Tenant or the Landlord or both may terminate this Tenancy by serving Notice (Break Notice) on the other. The Break Notice must be at least two months prior written notice to expire on (the Break Date) 7th January 2025 or 7th January 2026. The Break Notice must be given in writing and served in accordance with this Tenancy (see paragraphs (n) & (o) of the General Tenancy Conditions of the Tenancy Agreement). Following service of the Break Notice this Tenancy shall terminate on the Break Date without prejudice to any right or remedy that either party may have in relation to any antecedent breach or non-observance of the Tenancy.

Initials: _____

Jmc Pejc MECA JC