



ASSURED SHORTHOLD TENANCY AGREEMENT

To be used where the deposit is registered with
the Tenancy Deposit Scheme

www.hawesandco.co.uk

GUIDANCE NOTES FOR TENANTS

Welcome to the Assured Shorthold Tenancy Agreement produced by Propertymark. It is an important document as it will govern your relationship both with the landlord of your new property and with the letting or managing agent for the whole of the time that you are in residence. As such you should read the document through carefully and raise any queries with the letting agent who gave you this agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as the Tenancy Agreement, you may be asked to sign the check-in or inventory which will list the landlord's fixtures and fittings and the other items which the landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- How to Rent Guide produced by HM Government
- Energy Performance Certificate for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- A EICR Certificate to indicate The Premises are compliant with The Electrical Safety Standards in the Private Rented Sector (England) 2020 **(if remedial works are required these are conducted within the government guidelines)**
- Details of the scheme with which your deposit will be registered including details as to how you will recover your deposit on your departure
- A check-list of the key deposit registration information generally described as 'Prescribed Information'

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are just as important as the Tenancy Agreement itself.

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PRESCRIBED INFORMATION
Housing Act 2004

- A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.
- A.1.1 Address of Property to which the tenancy relates:
<Property.Address.FullAddress>
- A.1.2 Name of Deposit Holder:
Hawes & Co
- A.1.3 Actual address:
<Tenancy.Property.Office.Name>, <Tenancy.Property.Office.Address.FullAddress>
- A.1.4 E mail address (if applicable):
deposits@hawesandco.co.uk
- A.1.5 Telephone number of the Deposit Holder:
020 8399 4300
- A.1.6 Fax number (if applicable):
<Tenancy.Property.Office.GetPhone("f")>
- A.1.7 Tenant(s) name:
<Tenancy.AllNames>
- A.1.8 Address(es) for contact after the tenancy ends (if known):
N/A
- A.1.9 E mail address for Tenant (if applicable):
<String.Join("", Tenancy.GetTenantPhoneDetails("e", true))>
- A.1.10 Mobile/Telephone number (if applicable):
<String.Join("", Tenancy.GetTenantPhoneDetails("m", true))>
- A.1.11 Fax number (if applicable):
- A.1.12 Landlord (s) name:
<Property.AllNames>
- A.1.13 Address (es) for Landlord (if applicable):
<Property.PrimaryContact.Address.FullAddress>
- A.1.14 Email address for Landlord (if applicable):
<Property.PrimaryContact.GetPhone("e")>
- A.1.15 Mobile/Telephone number (if applicable):
<Property.PrimaryContact.GetPhone("m") == "" ? Property.PrimaryContact.GetPhone("h") : Property.PrimaryContact.GetPhone("m")>

Please provide the details requested in A.1.7 – 11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

- A.1.16 The Deposit is: **<Tenancy.DpstSumFormatted>**

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A leaflet entitled *What is the Tenancy Deposit Scheme?* explaining how the Deposit is protected by the Housing Act 2004, is attached with this document for the Tenant by the person holding the Deposit being Hawes & Co.

The deposit will be released following the procedures set out in the Tenancy Agreement attached.

Deductions may be made from the Deposit according to relevant clauses within the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on www.tenancydepositscheme.com.

A.2 The Information below relates to a Relevant Person (if applicable).
The Relevant Person is anyone who has arranged to pay the deposit on the tenant's behalf.

A.2.1 First line of address of the property to which the tenancy relates:

N/A

A.2.2 Name:

N/A

A.2.3 Address:

N/A

A.2.4 Email address:

N/A

A.2.5 Mobile/Telephone number:

N/A

Prescribed Information

TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, the Member must do the following:

- Make every practical effort, over a reasonable period but for no longer that it would take the ICE to resolve a dispute, to contact the (ex) –Tenant/Landlord using information readily available.
- Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.
- Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated "Client Suspense (bank) Account"

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time (usually six years) having elapsed from last contact from the absent Tenant/Landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate. The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information. The Tenant confirms he has been given an opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

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 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.

Signed by the Tenant

Signed by the Landlord

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

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

Phone: 0300 037 1000
Email: deposits@tenancydepositscheme.com
Website: www.tenancydepositscheme.com

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

SUMMARY OF AGREEMENT

Landlord(s)	<Property.AllNames>
Tenant(s)	<Tenancy.AllNames>
Permitted Occupier(s)	<Tenancy.AllPermittedOccupiers>
Guarantor(s)	<Tenancy.AllGuarantorNames>
Premises	<Property.Address.FullAddress>
Rent	<Tenancy.CurrentDetails.RentUIPeriodFormatted>
Rent Due Date	<Formatter.GetFullDateString(Tenancy.FrDate, "dth MMMM yyyy")>
Deposit	<Tenancy.DpstSumFormatted>
Commencement Date	<Formatter.GetFullDateString(Tenancy.FrDate, "dth MMMM yyyy")>
Expiry Date	<Formatter.GetFullDateString(Tenancy.ToDate, "dth MMMM yyyy")>
Break Clause	

DEFINITIONS

Act of Parliament

Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Agreement

References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

The Check-In Inventory and Schedule of Condition

'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

Deposit

'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

The Deposit Holder

"The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit, and is a member of TDS; one of the organisations authorised to register Deposits under the Housing Act 2004.

Fixtures and Fittings

References to the 'Fixtures and Fittings' mean all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor

Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

ICE

'ICE' is an Independent Case Examiner of TDS

Insurable Risks

'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

Joint and Several

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

The Landlord's Agent / Agent

"The Landlord's Agent" or "Agent" means Hawes & Co, Howard House, 3 St Mary's Court, Blossom Street, York, YO24 1AH

Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

The Premises

References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space

Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor.

Relevant Persons will be given details of the scheme with which the Deposit will be registered.

Stakeholder

Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS

The Tenant

'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

The Term / the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on the <Formatter.GetFullDateString(Tenancy.FrDate,"dth MMMM yyyy")>

Between:

Landlord 1	Landlord 2	Landlord 3
<Tenancy.Landlord.Name>	<Tenancy.Landlord.GetJointLandlord(0).Name>	<Tenancy.Landlord.GetJointLandlord(1).Name>

Address for Landlords

<Tenancy.Landlord.PrimaryContact.Address.FullAddress>	<Tenancy.Landlord.GetJointLandlord(0).Address.FullAddress>	<Tenancy.Landlord.GetJointLandlord(1).Address.FullAddress>
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'The Landlord'; and

Tenant 1 name	Tenant 2 name	Tenant 3 name
<Tenancy.MainTenant.Name>	<Tenancy.GetJointTenant(0).Name>	<Tenancy.GetJointTenant(1).Name>
Tenant 4 name	Tenant 5 name	Tenant 6 name
<Tenancy.GetJointTenant(2).Name>	<Tenancy.GetJointTenant(3).Name>	<Tenancy.GetJointTenant(4).Name>

Address for Tenants

<Tenancy.MainTenant.Address.FullAddress>
--

'The Tenant'; and

IT IS AGREED AS FOLLOWS:

- 1 The Landlord lets to the Tenant the residential premises known as:

<Tenancy.Property.Address.FullAddress>
--

- 2 The tenancy shall be from and including the <Formatter.GetFullDateString(Tenancy.FrDate, "dth MMMM yyyy")> ("the Commencement Date") to and including the <Formatter.GetFullDateString(Tenancy.ToDate, "dth MMMM yyyy")> and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement unless a new initial term has been agreed and new tenancy agreement signed.
- 3 The Tenant shall pay to the Landlord or the Landlord's Agent by way of rent the amount of <Tenancy.CurrentDetails.RentUIFormatted> per calendar month by Bank Standing Order exclusive of Council Tax and exclusive of water charges and other utilities, which is payable in advance on the <Formatter.GetFullDateString(Tenancy.FrDate, "dth")> day of each month during the Term, the first such payment to be made on the signing of this Agreement for the period from the <Formatter.GetFullDateString(Tenancy.FrDate, "dth MMMM yyyy")> until the next rent payment date.
- 4 This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
- 5 Where the Tenancy shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

6 Deposit

- 6.1** The sum of <Tenancy.DpstSumFormatted> shall be paid by the named tenants within this agreement to the Landlord/Agent upon the signing of this Agreement by way of a security deposit ("the Deposit").
- 6.2** Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined within this agreement
- 6.2.1** The Deposit will be held by the Agent as Stakeholder. The Agent is a member of Tenancy Deposit Scheme (TDS)
- 6.3** The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 6.4** Any interest earned on the holding of the Deposit will belong to the Agent
- 6.5** The Deposit has been taken for the following purposes:
- 6.5.1** Any fees or other monies that the Agent is entitled to recover from the Tenant.
- 6.5.2** Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
- 6.5.3** Any damage, or compensation for damage, to the Premises, 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.
- 6.5.4** 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 Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.
- 6.5.5** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

6.6 Protection of the Deposit:

The Dispute Service Ltd	T: 0300 037 1000
West Wing, First Floor	E: deposits@tenancydepositscheme.com
Maylands Building	Web: www.tenancydepositscheme.com
200 Maylands Avenue	
Hemel Hempstead	
Herts HP2 7TG	

6.7 At the end of the tenancy

- 6.7.1** The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.7.2** If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the

Tenant agreeing the allocation of the Deposit.

- 6.7.3** The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within 10 working days of the Landlord/Agent having complied with the requirements of clause 6.7.1. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.7.4** In the event of multiple tenants comprising the Tenant, 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 TDS to deal with any dispute about the Deposit at the end of the Tenancy.
- 6.7.5** If, after 10 working days following notification of a dispute to the Landlord/Agent 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 (subject to 6.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.
- 6.7.6** The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 6.7.5 above.
- 6.8** If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by TDS.
- 6.9** The Landlord 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".
- 6.10** Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 6.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 6.11.1** The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

The Tenant agrees with the Landlord as follows:

7.1 Rent

- 7.1.1** To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
- 7.1.2** The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

7.2 Conditions of Premises, Repair and Cleaning

- 7.2.1** To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire 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).
- 7.2.2** To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 7.2.3** To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 7.2.4** To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5** To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.6** To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.7** Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 7.2.8** To keep the windows of the Premises clean.
- 7.2.9** To wash and clean all items that may have become soiled during the Term.
- 7.2.10** To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the tenancy.
- 7.2.11** To take all appropriate precautions to ensure adequate ventilation to the Premises.

- 7.2.12** (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 7.2.13** (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 7.2.14** (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 7.2.15** (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 7.2.16** To clean and disinfect any and all showerheads in the Premises every six months.

7.3 Access and Inspection

- 7.3.1** To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 7.3.2** To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 7.3.3** To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

7.4 Insurance

- 7.4.1** Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, [a summary of the relevant insurance requirements being provided with this Agreement], to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 7.4.2** The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 7.4.3** The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

7.5 Assignment

- 7.5.1** Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

7.6 Illegal, Immoral Usage

- 7.6.1** Not to use the Premises for any illegal, immoral or improper use.
- 7.6.2** Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.7 Inflammable Substances and Equipment

- 7.7.1** Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.8 Nuisance and Noise

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

7.9 Utilities

- 7.9.1** Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 7.9.2** To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 7.9.3** To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 7.9.4** The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at today's date.
- 7.9.5** In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 7.9.6** Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.10 Animals and Pets

- 7.10.1** Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 7.10.2** Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

7.11 Usage

- 7.11.1** To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

7.12 Locks

- 7.12.1** Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 7.12.2** 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 in the event that any keys have been lost, pay to the Agent such charges as set out in the Agents published scale of fees.
- 7.12.3** If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 7.12.4** Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that maybe incurred.

7.13 Fixtures and Fittings

- 7.13.1** Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 7.13.2** Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.14 Alterations and Redecoration

- 7.14.1** Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.
- 7.14.2** Not to permit any waste, spoil or destruction to the Premises.

7.15 Empty Premises

- 7.15.1** Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 7.15.2** To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 7.15.3** If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

7.16 Drains

- 7.16.1** Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 7.16.2** Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 7.16.3** To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

7.17 Affixation of Items

- 7.17.1** Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 7.17.2** Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

7.18 Washing

- 7.18.1** Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

7.19 Costs and Charges

- 7.19.1** To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 7.19.2** To indemnify the Landlord in respect of any legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part thereof and which arises from a breach of its terms by the Tenant.
- 7.19.3** To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non completion of a standing order payment by the Tenant or the Tenant's bankers.

7.20 Refuse

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

7.21 Smoking

- 7.21.1** Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

7.22 Garden

- 7.22.1** To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

7.23 Inventory and check-out

7.23.1 The Tenant shall indemnify the Landlord for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check out procedures at the termination or sooner ending of the tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

7.24 Notices

7.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25 Headlease

7.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

7.26 Smoke Alarms and Carbon Monoxide Alarms

7.26.1 To test at regular intervals (monthly is recommended) any smoke alarms and carbon monoxide alarms fitted in the premises. It is the tenant's responsibility to change batteries during the tenancy. If the smoke alarm or carbon monoxide alarm is not working to promptly inform the landlord or his agent. If you find that the smoke alarm or carbon monoxide alarm is not working, you should arrange for the replacement of the batteries. If the smoke alarm or carbon monoxide alarm still does not work after replacing the batteries, or if you are unable to replace the batteries, please inform the landlord or his agent.

7.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

7.27 Burglar Alarms

7.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

7.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

7.27.3 To indemnify the Landlord for any costs that maybe incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

7.28 Immigration Act

7.28.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

8 The landlord agrees with the tenant as follows:

8.1 Quiet Enjoyment

8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

8.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

8.3 Interest and Consents

8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.

8.4 Repair

8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

8.5 Safety Regulations

8.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this agreement.

8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

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

8.6 Legionella

8.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

9 It is mutually agreed as follows:

9.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

9.2 Rent Review

9.2.1 It is hereby agreed between the Landlord and the Tenant that if the tenancy is renewed there will be a rental increase to be agreed by both parties..

9.3 Repair

9.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlords responsibility, except in the case of an emergency.

- 9.3.2** The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

9.4 Reimbursement

- 9.4.1** Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 6.5 hereof at the end of the Tenancy.

9.5 Data Protection and Confidentiality

- 9.5.1** The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: [<https://www.hawesandco.co.uk/privacy-notice>]

9.6 Council Tax

- 9.6.1** The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.7 Forfeiture

- 9.7.1** If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

9.8 Interruptions to the Tenancy

- 9.8.1** If the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 9.8.2** If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

9.9 Notices

99.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Hawes & Co, 67 Victoria Road, Surbiton, KT6 4NR or renewals@hawesandco.co.uk

99.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

99.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own:

`<String.Join("", Tenancy.GetTenantPhoneDetails("e", true))>`

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: renewals@hawesandco.co.uk

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

99.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month by month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice shall, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

99.5 If in the event a new initial Term is agreed between the Landlord and Term and a Tenancy Agreement signed by all parties becomes active this shall supersede clause 9.9.4.

9.10 Jurisdiction

9.10.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

9.11 Documentation

9.11.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties.

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

Landlord's Break Clause

The Tenant agrees that the Landlord has the right to terminate the Tenancy on or after the first _____ by giving the Tenant not less than **TWO MONTHS** prior notice in writing to end the Agreement to be served by first class post or hand delivery to the Tenant at the address of the Premises. The notice must be served prior to the date upon which it takes effect. Such notice must expire at the end of a relevant period, being the _____ day of the month. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

For the avoidance of doubt, once the Notice above has been exercised it cannot be revoked under any circumstances.

Tenant's Break Clause

The Landlord agrees that the Tenant has the right to terminate the Tenancy on or after the first _____ by giving the Landlord not less than **TWO MONTHS** prior notice in writing to be served by first class post or hand delivery to the address specified in clause **9.9.1** of the Agreement, to end the Tenancy. The notice must be served prior to the date upon which it takes effect. Such notice must expire at the end of a relevant period, being the _____ day of the month. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

For the avoidance of doubt, once the notice above has been exercised it cannot be revoked under any circumstances.

Pets Exclusion

The tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required.

Smoking Exclusion

The tenant agrees neither to smoke in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc., required.

Professional Clean

It has been agreed by the Landlord and Tenant that if the property was professional cleaned by a independent company and this is shown on the Check In/Inventory at point of move in the Tenant will be liable to organise the property to be professionally cleaned at the termination of this tenancy agreement.

Mortgage GROUND II

The landlord gives notice to the tenants that possession of the premises may be sought under Ground II of part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are subject to a mortgage granted before the beginning of the tenancy and ; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so. For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Early Termination

It is hereby agreed between the landlord and tenant/s that Should the tenant wish to leave their contract early, they shall be liable for the landlord's incurred costs in letting the property as well as all the rent under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent left outstanding on the tenancy.

AS A MATTER OF GOOD PRACTICE, AND TO HELP AVOID MISUNDERSTANDINGS OR DISPUTES LATER; WHERE SPECIAL OR ADDITIONAL CLAUSES HAVE BEEN INSERTED IN THIS SECTION, THE PARTIES SHOULD READ, UNDERSTAND AND INITIAL THE BOTTOM OF THIS PAGE

Cont'd . . .

. . . further **SPECIAL or ADDITIONAL CLAUSES** negotiated between the parties.

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

Routine Inspections

It has been agreed between the landlord and tenant that routine maintenance inspections can take place at the property either by the landlord or managing agent. A minimum notice period of 7 days shall be given.

Maximum Named/Permitted Occupants

It has been agreed between the tenant/s and the landlord/s that there will be a maximum number of **FOUR** occupants including children allowed to occupy the property. Permission must be granted by the landlord/s and or the managing agent for additional tenants to be added to this tenancy.

Guarantor Obligations (if applicable)

In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

AS A MATTER OF GOOD PRACTICE, AND TO HELP AVOID MISUNDERSTANDINGS OR DISPUTES LATER;
WHERE SPECIAL OR ADDITIONAL CLAUSES HAVE BEEN INSERTED IN THIS SECTION, THE PARTIES SHOULD
READ, UNDERSTAND AND INITIAL THE BOTTOM OF THIS PAGE

SIGNED BY THE LANDLORD/AGENT

.....
(Landlord/Agent)

Date:

.....
(Landlord/Agent)

Date:

SIGNED BY THE TENANT(S)

.....
(Tenant 1)

Date:

.....
(Tenant 4)

Date:

.....
(Tenant 2)

Date:

.....
(Tenant 5)

Date:

.....
(Tenant 3)

Date:

.....
(Tenant 6)

Date: