

Written Statement of Terms and Assured Periodic Tenancy Agreement

Hawes & Co

Introduction

This document consists of the following:

PART 1: WRITTEN STATEMENT OF TERMS

PART 2: ASSURED PERIODIC TENANCY AGREEMENT

Schedule 1

Tenancy Agreement Details

Bills and Utilities

Agreed Terms

Signatures

Schedule 2

Checklist

Schedule 3

Special Terms and Conditions

Hawes & Co is a trading name, independently owned and operated under licence from LSLi Limited, by EAHAW Ltd (company number 08704006), registered in England at 44 Coombe Lane, London, England, SW20 0LA. VAT registration no: 442 883 573.

Renters' Rights Act
WRITTEN STATEMENT OF TERMS

The Written Statement of Terms must be provided when a new tenancy is created on or after 1 May 2026 or if a verbal agreement was entered into before 1 May 2026.

This will need to be done before a tenancy agreement is signed or otherwise agreed. The information can be provided within a written tenancy agreement or given separately.

Landlord(s) name,
 including joint landlords

Tenant(s) name,
 all tenants must be listed,
 including joint tenants

Property address
 let on the tenancy agreement

Address in England or Wales
 where notices may be served on
 the landlord by the tenant

Tenancy start date – the date
 the tenant is first entitled to
 possession of the property

Rent payable under the tenancy, rent amount and when it is due

Rent amount

£
a month

per week/month or other (please specify)

Date rent due

The
date of each month

Does the Rent include bills?

Yes (included in Rent)

If yes, explain which bills are covered.

Bill	Tick if applicable
Council Tax	<input type="checkbox"/>
Electricity	<input type="checkbox"/>
Gas	<input type="checkbox"/>
Other fuel	<input type="checkbox"/>
Water	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>
Energy efficiency improvements under Green Deal plan	<input type="checkbox"/>
Television licence	<input type="checkbox"/>
Telephone (other than mobile phone)	<input type="checkbox"/>
Internet	<input type="checkbox"/>
Cable television	<input type="checkbox"/>
Satellite television	<input type="checkbox"/>

Does the Rent include bills?

No (not included in Rent)

If no, and the Tenant is required to make a separate payment **to the Landlord** for bills (in addition to the Rent), an explanation must outline which bills this separate payment will cover as well as how much is due and when it is due.

(Details about bills that the Tenant is required to make directly to the supplier do not need to be included.)

Separate payment	Date Due	Method of notification of payment to Tenant

Rent increases

All private rented sector rent increases will be made via the statutory 'section 13' process of the Housing Act 1988 as amended by the Renters' Rights Act. This requires a landlord to complete a form, which will be published on GOV.UK, and serve this on the tenant.

Tenancy Deposit,

amount of deposit

Tenant ending the tenancy

Tenants will be able to give two months' notice to end the tenancy at any point, unless tenants have agreed a shorter notice period with the landlord or letting agent.

Shorter notice period if agreed with landlord:

Landlord ending the tenancy

To end a tenancy on or after 1 May 2026 landlords will need to give tenants a Section 8 notice of seeking possession.

The notice will need to include what reasons (known as 'grounds') the landlord is using to end the tenancy.

Landlords will need to give tenants the right notice period to leave the property.

Landlords will only be able to end the tenancy by obtaining an order for possession and executing that order.

Giving prior notice

The following grounds require the landlord to provide details at the beginning of the tenancy that they may use them:

- 2ZA to 2ZD - where there is a superior lease
- 4 - student occupation
- 4A - properties rented to students for occupation by new students
- 5 - ministers of religion
- 5A - occupation by agricultural worker
- 5B - occupation by person who meets employment requirements
- 5C - end of employment by the landlord
- 5D - end of employment requirements
- 5E - occupation as supported accommodation
- 5F - dwelling-house occupied as supported accommodation
- 5G - tenancy granted for homelessness duty
- 5H - occupation as 'stepping stone accommodation'
- 18 - supported accommodation.

Landlord ending the tenancy, students

Landlords are able to evict students using Ground 4A at the end of the academic year if all of the following apply:

- all the tenants were full time students when they signed the tenancy, or the landlord expected them to become students during the tenancy.
- landlords are intending to let to students in the future.
- the tenancy was signed less than 6 months before the date the tenants could move in.
- the property is a house in multiple occupation (HMO) or is part of an HMO.
- landlord gave the tenants written notice that they may evict them under ground 4A before they signed the tenancy.
- landlord gave the tenants 4 months' notice of your intention to evict them - the notice period must end between 1 June and 30 September.

Pets

Tenants will need to ask the landlord in writing if they want to keep a pet. They'll need to include a description of the pet they wish to keep in their request.

If a tenant requests to keep a pet, the landlord will not be able to refuse without a fair reason.

Once a tenant has asked for a pet, landlords have 28 days to respond in writing.

Landlords can ask for more information about the pet from the tenant if needed. Landlords will have seven days to respond to the tenant once they have given the landlord any additional information requested.

Fitness for human habitation

Under Section 9A of the Landlord and Tenant Act 1985, landlords must ensure rented property is:

- Fit for human habitation at the time the tenancy is granted or otherwise created or, if later, at the beginning of the term of the tenancy.
- Will remain fit for human habitation during the term of the lease.

Repairs

Under Section 11 of the Landlord and Tenant Act 1985 the landlord must:

- Keep the structure and exterior of the property (including drains, gutters and external pipes) in repair.
- Keep installations in the property for the supply of water, gas and electricity, and for sanitation (including basins, sinks, baths and sanitary conveniences) in repair and proper working order.
- Keep installations in the property for space heating and heating water in repair and proper working order.

Gas safety regulations (where the property has a relevant gas fitting).

Under the Gas Safety (Installations and Use) Regulations 1998, the landlord must:

- Ensure gas fittings and any flues that serve the gas fittings are maintained in a safe condition.
 - Ensure that each appliance and flue is checked at regular intervals by an approved person.
 - Ensure a record of that inspection is provided and a copy given to the tenant.
-

Electrical safety standards.

Under the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020, landlords must:

- Ensure electrical safety standards are met when the property is occupied.
 - Ensure electrical installations are inspected and tested every five years (or earlier if required by a recent report) by a qualified person.
 - Obtain a report from that inspection/test (which covers the results and the date for the next inspection/test) and provide a copy to the tenant.
-

Disability Adaptions.

Under Section 190 of the Equality Act 2010, landlords cannot unreasonably withhold consent to a tenant's request to make an improvement to the property where:

- A disabled person occupies or intends to occupy the property as their only or main home, and
- The improvement is likely to facilitate the disabled person's enjoyment of the premises.

An improvement means an alteration in or addition to the property, and includes:

- an addition to or alteration in the landlord's fittings and fixtures
- an addition or alteration connected with the provision of services to the premises
- the erection of a wireless or television aerial
- carrying out external decoration.

As defined in Section 6 of the Equality Act 2010, a 'disabled person' is a person who has a physical or mental impairment that has a substantial and long-term adverse effect on their ability to do normal day-to-day activities.

Supported Accommodation

(If the tenancy has been granted for the purpose of supported accommodation, there must an explanation as why the tenant's occupation of the property meets the definition of supported accommodation.)

END OF THE WRITTEN STATEMENT OF TERMS

ASSURED PERIODIC TENANCY AGREEMENT

relating to:

Property Address:

Commencement Date:

Between

(1)

Landlord(s)

And

(2)

Tenant(s)

This document contains all the written statement of terms as required under the Renters Rights Act 2025 and the Assured Tenancies (Private Rented Sector) (Written Statement of Terms etc and Information Sheet) (England) Regulations 2026. Before signing this document the Tenant acknowledges that they have read and understood the contents of this Tenancy Agreement. The Tenant is advised to seek independent legal advice or other professional advice before signing this Tenancy Agreement if there is anything within it that you do not understand or are unsure about.

DRAFT

SCHEDULE 1 : TENANCY AGREEMENT DETAILS

Landlord(s)

Email address for Landlord

Actual address of the Landlord

Letting Agent

Email address for Letting Agent

Tenant(s)

Email address for Tenant (if applicable)

Permitted Occupier(s)
If there are no named Permitted Occupiers listed here, there are no Permitted Occupiers for this Tenancy Agreement.

Property

Garage/Parking Space

Excluded Areas e.g. loft

Rent **£** **a month** payable in advance by Direct Debit/Standing Order

Rent Payment Date **The** **date of each month** (This will be the monthly anniversary of the Commencement Date i.e. if Commencement Date is 15th then so is the Rent Payment Date)

Security Deposit

Option	Who holds the Security Deposit	Deposit Scheme Type	Select which applies
1 Mydeposits	The Security Deposit is held by the Agent as Stakeholder	Insured scheme	<input type="checkbox"/>
2	The Security Deposit is held by the Landlord as the Stakeholder	Insured scheme	<input type="checkbox"/>
3	The Security Deposit is held by The Tenancy Deposit Scheme	Custodial scheme	<input type="checkbox"/>

Deposit Scheme Type

Responsible Party for arranging maintenance Agent Landlord

Tenancy Commencement Date

Pets

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Tenancy Agreement. The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement.

1.1. Definitions

Agent or Letting Agent: means as the Letting Agent as set out in Schedule 1.

Agent/Landlord: means the Landlord or the Agent (as applicable).

Applicable Legislation: means all laws, statutes, regulations, directives, by-laws, codes of practice, and other legally binding requirements in force from time to time, including the Renters Rights Act 2025 and any future changes, that apply to the Parties, the Tenancy Agreement, or the activities carried out under it.

CASP: means Client Accounting Service Provider.

Commencement Date: means the date seen on page 1.

Council Tax: means the tax introduced by the Local Government Finance Act 1992 or any other replacement tax or charge levied by the local authority on the occupier and/or the Property.

Data Protection Laws: means Applicable Legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018, the UK GDPR, and the Data (Use and Access) Act 2025 (DUAA), together with any binding guidelines, statutory instruments, and codes of practice issued from time to time by relevant supervisory authorities.

Energy Performance Certificate: means a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Expiry Date: means the date on which this Tenancy Agreement is lawfully terminated by either party in accordance with the notice provisions set out in this Tenancy Agreement and subject to the provisions of the Renters Rights Act 2025. This Tenancy Agreement does not have a fixed end date and continues as a periodic tenancy until terminated.

Fixtures and Fittings: means any fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings including any items contained in any Inventory (which states both the individual items and their present condition) at the Property on the Commencement Date of this Tenancy Agreement or any items replacing the same from time to time.

HA 1988: Housing Act 1988 (as amended by the Renters Rights Act 2025).

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

Check-In Inventory and Schedule of Condition: means any document prepared by the Landlord, the Agent or an Inventory company and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment, the decor and condition of the Property generally. This document will be relied upon at the end of this Tenancy Agreement to assess damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully on the Commencement Date of this Tenancy Agreement. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or the Agent as soon as practicable after this Tenancy Agreement commences. Where the document is provided by the Agent this notification should be done using the Inventory comments form provided.

Joint and Several: means that jointly the Tenants are liable for the payment of all Rents and all liabilities falling upon the Tenants during this Tenancy Agreement as well as any breach of this Tenancy Agreement. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon the Tenant as well as any breach of this Tenancy Agreement until all payments have been made in full and all liabilities discharged.

Landlord: means the Landlord specified in the schedule and includes any successors in title to the Landlord and any person lawfully claiming under or through him/her.

Lead Tenant: means, where the Tenant comprises more

than one person, each of them agrees that the Lead Tenant shall be the designated Tenant who acts as the primary point of contact.

LTA 1985: means the Landlord and Tenant Act 1985.

Month/Monthly: means a calendar Month.

Parties: means the Landlord and Tenant(s).

Permitted Occupiers: means those persons listed in Schedule 1 of this Tenancy Agreement. In addition to the Tenant, Permitted Occupiers are the only people permitted by the Landlord to live in the Property as a licensee of the Tenant. Permitted Occupiers, for the avoidance of doubt, are not tenants and do not have any rights as per the Tenant other than to live at the Property with the permission of the Tenant. The Tenant is responsible for ensuring that any Permitted Occupier keeps to all the terms of this Tenancy Agreement apart from those relating to the payment of Rent.

Property: means the residential property set out in Schedule 1.

Recommendation Report: means a report as defined in regulation 4 of the EPC Regulations.

Relevant Persons: means any other person or company paying the Security 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 Security Deposit will be registered.

Rent: means the amount set out in Schedule 1.

Rent Payment Date: means the date set out in Schedule 1.

Responsible Party: means the Party arranging maintenance as set out in Schedule 1.

Statutory Deposit Cap: means the cap on tenancy deposits being set at five weeks' rent where the annual rent is less than £50,000, and six weeks' rent where the annual rent is £50,000 or more.

Security Deposit: means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under this Tenancy Agreement as security against the performance of the Tenant's obligations under this tenancy, the discharge of any liabilities, any damage to the Property and/or non-payment of Rent during this Tenancy Agreement.

Tenancy Agreement: means the tenancy created under this agreement.

Tenancy Deposit Protection Scheme: A government approved protection scheme for the Security Deposit as required by the HA 2004. The Tenancy Deposit Protection Scheme being used for this Tenancy Agreement is:

mydeposits (The Scheme Administrator)
1st Floor, Premiere House
Elstree Way
Borehamwood
Hertfordshire WD6 1JH

Phone: 0333 321 9401

Email: info@mydeposits.co.uk

Tenant(s): means the Tenant(s) specified in Schedule 1. Where the Tenant is more than one person, the Tenant's Obligations are Joint and Several. The Tenant(s) include(s) the successors in title to the Tenant(s).

Utilities: means gas, fuel oil, water, telephone lines, broadband and electricity.

VAT: means value added tax.

Water Charges: means references to water, sewerage and environmental service charges.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Written Consent / Authorisation: in order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any consent or authorisation given by the Landlord or the Agent.

- 1.2. Clause headings shall not affect the interpretation of this Tenancy Agreement
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8. A reference to **writing** or **written** also includes email except for service of notices which is dealt with at clause 20.
- 1.9. Any reference to the giving of consent by the Landlord requires the consent to be given in writing by the Landlord or the Agent.

- 1.10.** Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11.** References to clauses are to the clauses of this Tenancy Agreement.
- 1.12.** Unless otherwise expressly provided, the obligations and liabilities of the Parties under this Tenancy Agreement are Joint and Several.
- 1.13.** The obligations of the Tenant arising by virtue of this Tenancy Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
- 1.14.** If any provision or part-provision of this Tenancy Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Tenancy Agreement.
- 1.15.** If there is a superior lease with a fixed term of more than 21 years, the Landlord or the superior landlord may seek possession of the Property under grounds 2ZB to 2ZD of Schedule 2 of the Housing Act 1988, provided the conditions for those grounds are satisfied. This clause provides you with the notice that is required for those above grounds to be used.
- 1.16.** In addition to the prior notice as contained in clause 1.15 above, the Landlord may also rely on the possession grounds 4, 4A, 5 – 5H and 18 of Schedule 2 of the Housing Act 1988, provided those grounds are satisfied.

2. GRANT OF THIS TENANCY AGREEMENT

- 2.1.** The Landlord lets the Property to the Tenant for the duration of this Agreement.
- 2.2.** This Tenancy Agreement creates an assured periodic tenancy under Part I of Chapter II of the HA 1988 as amended by the Renters Rights Act 2025, and will continue under the terms of this Tenancy Agreement until there is a mutual surrender or the Tenant serves a valid notice to end the tenancy or an order for possession is obtained. Such order for possession can be obtained following service of a Section 8 Notice pursuant to the Housing Act 1988, by the Landlord, relying on one of the grounds as contained within Schedule 2 of the HA 1988 as amended by the Renters Rights Act 2025 and you not vacating by the date as contained within such notice.
- 2.3.** If you do not vacate the Property following an order

for possession being obtained, the Landlord can apply for the eviction to be carried out by court-authorised bailiffs.

3. CONTENTS AND KEYS

- 3.1.** The Tenant shall keep the Fixtures and Fittings in good and clean condition and shall return the Property to the Landlord at the end of this Tenancy Agreement in the same state (except for fair wear and tear) and cleaned to the same standard (including free from infestation) as detailed on any Check-In Inventory and Schedule of Condition.
- 3.2.** The Landlord and Tenant consent to the use of any Check-In Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Security Deposit if the dispute is referred to an adjudicator according to the Tenancy Deposit Protection Scheme in which the Security Deposit is held.
- 3.3.** The Tenant shall check the Inventory provided by the Landlord or the Agent as soon as is reasonably practicable and in any event within 7 days from receipt of the Inventory to notify the Landlord or the Agent of any significant mistakes, misdescriptions or other amendments. If no such notification is received by the Landlord or the Agent within a reasonable period the Tenant understands that at the termination of this Tenancy Agreement all damage or compensation for damage (over and above fair wear and tear) will be based and assessed upon the record contained in the Inventory unless the Tenant can provide proof that it is incorrect.
- 3.4.** The Tenant shall pay the reasonable costs incurred by the Landlord or the Agent in making and attending a second appointment to check out the Inventory should the Tenant fail to keep the first appointment without giving the Landlord or the Agent reasonable notice of cancellation. However, should the Landlord or the Agent fail to keep the first appointment without first giving the Tenant reasonable notice of cancellation, the Landlord or the Agent will be liable to pay any reasonable costs incurred by the Tenant.
- 3.5.** The Tenant shall promptly provide just before or at the end of this Tenancy Agreement a forwarding or correspondence address to the Landlord or the Agent for ease of administration and communication between the Parties, including the processes involved in the return of the Deposit.
- 3.6.** The Tenant is responsible for looking after the keys and any security device for the Property during this Tenancy Agreement. If damage or fault occurs as a result the Tenant's failure to do so, the Tenant

is responsible for the reasonable costs properly incurred as a result.

4. RENT

- 4.1. The Tenant shall pay, in cleared funds, to the Agent the first instalment of the Rent after this Tenancy Agreement has been signed by all Parties and by the Commencement Date.
- 4.2. After payment of the first instalment, the Tenant shall pay the Rent in advance by the Rent Payment Date for the duration of this Tenancy Agreement as follows:
- a) Where in Schedule 1, Option 1 or Option 3 applies, the Rent shall be paid to the Agent.
- b) Where in Schedule 1, Option 2 applies, the Rent shall be paid directly to the Landlord.
- The Tenant shall set up a bank standing order and/or direct debit for the payment of the Rent (where applicable).
- 4.3. The Tenant consents to the Landlord and the Agent discussing with the appropriate authority any matter relating to housing benefit, Council Tax or universal credit claims made at any time in relation to the renting of the Property.
- 4.4. The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.5. The Tenant shall be in breach of this Tenancy Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6. For the avoidance of any doubt, any payment received from anyone who is not a party to this Tenancy Agreement shall not in any way constitute a separate tenancy or otherwise infer any rights on that third party pursuant to this Tenancy Agreement.
- 4.7. The Tenant remains responsible for paying Rent during any notice period under the Renters Rights Act and Applicable Legislation.
- 4.8. Should the Landlord instigate proceedings to recover the Property pursuant to clause 16, any Rent received following service of a notice pursuant to Schedule 2 of the HA 1988 (as amended by the

Renters Rights Act 2025) shall not in any way be deemed as a waiver of their intention to recover possession of the Property.

5. RENT INCREASE

- 5.1. If the Landlord makes a new proposal to increase the Rent under this Tenancy Agreement, the Landlord must serve a notice on the Tenant in accordance with Section 13 of the HA 1988.
- 5.2. The Landlord and/or the Agent may negotiate an increase which is lower than the amount as contained in any section 13 notice served in accordance with clause 5.1 above.

6. SECURITY DEPOSIT

- 6.1. The Security Deposit shall be paid by the Tenant or a Relevant Person upon or before the signing of this Tenancy Agreement.
- 6.2. Where option 1 is selected in Deposit Scheme Type at Schedule 1 the Security Deposit will be protected with a Tenancy Deposit Protection Scheme within 30 days of receipt of the Security Deposit, in accordance with the requirements set out under the HA 2004.
- 6.3. The Tenant and any Relevant Person will be provided with within 30 days of the Security Deposit being received the information concerning the protection of the Security Deposit, known as prescribed information, required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797). The Security Deposit shall be held in accordance with the rules of the Tenancy Deposit Protection Scheme.
- 6.4. No interest will be paid to the Tenant on the Security Deposit.
- 6.5. The Security Deposit may be used to cover:
- a) Any fees or other monies that the Agent is entitled to recover from the Tenant relating to this Tenancy Agreement.
- b) Any Rent or other money due or payable by the Tenant under this Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of this Tenancy Agreement. This will include a fee which any Agent is entitled to recover from the Tenant.
- c) Any damage, or compensation for damage,

to the Property, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item on the Commencement Date of this Tenancy Agreement, Insured Risks and repairs that are the responsibility of the Landlord.

- d) 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 this Tenancy Agreement, including those relating to the cleaning of the Property and its Fixtures and Fittings, and contents.
- e) Any unpaid Utilities accounts or Water Charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- f) The Security Deposit is held as security for the performance of the Tenant's obligations under this Tenancy Agreement and to compensate the Landlord for any breach of those obligations.

6.6. If during this Tenancy Agreement, any part of the Security Deposit is lawfully deducted following agreement or adjudication, the Landlord or Agent may request that the Tenant restores the Deposit to the original amount, provided that this does not exceed the Statutory Deposit Cap and complies with the rules of the relevant Tenancy Deposit Protection Scheme. The Tenant shall pay any such amount within 14 days of written request.

6.7. At the end of this Tenancy Agreement, the Landlord shall be entitled to withhold from the Security Deposit such proportion of the Security Deposit as may be reasonably necessary for the purposes set out at clause **6.5**.

6.8. The Landlord/Agent shall inform the Tenant within ten Working Days of this Tenancy Agreement ending if the Landlord intends to withhold all or part of the Security Deposit.

6.9. If there is no dispute the Security Deposit will be kept or repaid, according to the agreed deductions and the conditions of this Tenancy Agreement. Payment of the Security Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Security Deposit to the Tenant or, where the Tenant comprises more than one person, to the Lead Tenant (and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid).

6.10. Where the Tenant comprises more than one person, 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 the Tenancy Deposit Protection Scheme to deal with any dispute about the Security Deposit at the end of this Tenancy Agreement.

6.11. If, after ten working days following notification of a dispute to the Agent or Landlord (such notification being directed as per clause 6.11 a) and b) below) 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 Security Deposit the dispute will be submitted to the Tenancy Deposit Protection Scheme for adjudication. All Parties agree to co-operate with the adjudication process.

a) Where Schedule 1, Option 1 or Option 3 applies, the Agent shall be responsible for referring and managing the dispute.

b) Where Schedule 1, Option 2 applies, the Landlord shall be responsible for referring and managing the dispute.

6.12. Where the Tenant for the time being comprises more than one person, each of them agrees with the others that the Lead Tenant will act on their behalf on all decisions regarding the Security Deposit and their decision will be binding on all the persons forming the Tenant, subject to the rules of the Tenancy Deposit Protection Scheme.

7. USE OF PROPERTY

7.1. The Tenant shall use the Property in a reasonable and careful manner as a responsible and conscientious tenant would.

7.2. The Tenant shall:

a) only use the Property as a private dwelling house for the use of the Tenant and Permitted Occupiers;

b) not erect, abandon or place any hut, shed, caravan, house on wheels, boat, commercial vehicle, or any hoarding on the Property without the Written Consent of the Landlord or the Agent, such consent not to be unreasonably withheld;

c) ensure that any Permitted Occupier or visitor to the Property complies with the terms of this Tenancy Agreement;

d) not knowingly permit or allow any such person to act in a way that would breach the Tenant's obligations under this Tenancy Agreement;

- e) occupy the Property as his only or principal home and notify the Principal Contact if that status changes so a new tenancy agreement can be drawn up if necessary; and
- f) not permit anyone other than the Tenant and Permitted Occupiers to occupy the Property without the prior Written Consent of the Landlord.
- 7.3.** The Tenant is permitted to have visitors at the Property for a maximum period of 2 weeks every 3 months. Should the visitor(s) stay for longer than 2 weeks, the Landlord's prior written consent must be obtained for them to do so as set out at clause 7.2(f) above.
- 7.4.** The Tenant is permitted to work from home provided clauses 7.5 and 7.6 are observed and the Tenant is not permitted to use the Property or the Property address for the purposes of conducting or registering a business. A business includes but is not limited to: childminding, pet sitting, beauty and cosmetics, mechanics or car cleaning services and catering.
- 7.5.** The Tenant may only work from home provided that such use does not constitute a business operated from the Property, involve client visits, or breach any planning, licensing or insurance requirements.
- 7.6.** The Tenant shall not do anything to or on the Property that:
- causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - involves using the Property for immoral or illegal purposes; or
 - would render the policies of insurance held by the Landlord on the Property and/or on the Fixtures and Fittings void or voidable or would increase the rate of premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in premium at renewal the Tenant will indemnify the Landlord against any extra sums as are necessary.
- 7.7.** The Tenant agrees to notify the Agent/Landlord of any criminal convictions before or during this Tenancy Agreement so that the Agent/Landlord can notify the insurance company as appropriate.
- 7.8.** The Tenant shall not smoke or permit any guest or visitor to smoke or bring any combustible substance in the Property, without the Landlord's prior written consent.
- 7.9.** The Tenant shall not use, possess, cultivate or consume or allow to be used, possessed, cultivated or consumed on or about the Property any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.
- 7.10.** Before leaving the Property vacant for any continuous period of 28 days or more during this Tenancy Agreement, the Tenant will provide the Responsible Party with reasonable notice and to take reasonable precautions to prevent freezing and/or deterioration of conduits servicing the Property.
- 7.11.** The Tenant will ensure at all times when the Property is vacant, all external doors and windows are properly locked or are otherwise properly secured.
- 7.12.** The Tenant shall not access the loft at the Property or use it for any purpose including for storage without the Landlord's consent. Unless expressly stated in writing, the loft shall not be included as part of the Property. The Tenant could be injured by falling off the ladder or through the ceiling or on cables, pipes and other hazards in the loft. It is for insulation and services such as electrical cables and water tanks. Should the Tenant access the loft for an emergency they do so entirely at the Tenant's own risk.
- 7.13.** The Tenant must tell the Responsible Party as soon as reasonably possible when the Tenant becomes aware of any defect, damage or disrepair to the Property, (whether or not caused by the act, default or neglect of the Tenant), for example, in the event of loss or damage by fire, theft or other causes, any wet or dry rot, any brown or sooty build up around gas appliances or any suspected faults with appliances, excessive growth of mould spores or mildew.
- 7.14.** The Tenant shall co-operate fully with any third parties and contractors and/or any claim under the Landlord's insurance when reasonably required.
- 7.15.** The Tenant shall obtain insurance for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.
- 7.16.** The Tenant shall as soon as reasonably practicable and in any event within seven days send the Responsible Party a copy of any notice or other communication affecting the Property or its boundaries or any neighbouring property or addressed to the Landlord and shall not take any action regarding such notices or communications without the prior consent of the Landlord. Following consultation with the Landlord, the Tenant shall take reasonable and appropriate action.

- 7.17.** The Tenant will Promptly notify the Responsible Party if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Responsible Party on demand.
- 7.18.** The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 7.19.** Where the Landlord's interest in the Property is acquired by way of another lease ("**the Headlease**") then the Tenant shall observe the restrictions contained within the Headlease which apply to the Property. A copy of the Headlease can be supplied to the Tenant upon request.
- 7.20.** The Landlord can refuse consent to allow any other person to live in the Property during this Tenancy Agreement if such consent would cause the Landlord to be in breach of any licensing conditions imposed on the Property.
- 7.21.** The Tenant shall also permit access to the Property at reasonable times to any person who reasonably requires entry to carry out works to a neighbouring property or any boundary divide, provided that not less than 24 hours prior notice has been given. Where such notice is received, the Tenant shall notify the Landlord or the Agent as soon as reasonably practicable.
- 7.22.** In addition, the Tenant shall not:
- a) Display signage, posters, adverts or other material that could be visible from the Property;
 - b) Block vents, extractors or any other mechanism for ventilation at the Property;
 - c) Use unsafe gas appliances such as those declared unsafe by a Gas Safe engineer, or disconnected from the supply following the Landlord exercising its duties as referred to in clause 14.5 below;
 - d) Use any free standing appliance that uses combustible fuel/gas;
 - e) Keep motorcycles, bikes or other means of transport inside the Property except in garages or designated areas;
 - f) Keep on the Property any electric bikes or electric scooters and any other high-value items that are sometimes excluded from insurance or need notifying to the insurers should they be kept at the Property; and
 - g) Keep on the Property any unlicensed vehicle, commercial vehicle, boat(s), caravan or shed

without the prior Written Consent of the Landlord.

8. ASSIGNMENT OR SUBLETTING

- 8.1.** The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.

9. IMMIGRATION ACT

- 9.1.** The Tenant shall:-
- a) ensure that all adult occupiers of the Property have a 'Right to Rent' in the United Kingdom as defined by the Immigration Act 2014 (as may be amended from time to time), prior to taking occupation of the Property;
 - b) ensure that all adult occupiers of the Property maintain a 'Right to Rent' at all times during this Tenancy Agreement;
 - c) promptly on request by the Responsible Party comply with such checks and provide such documents certifying the 'Right to Rent' of all adult occupiers of the Property and, where any adult occupier of the Property has a time-limited 'Right to Rent', provide to the Responsible Party promptly on request such proof of their continued 'Right to Rent';
 - d) if any adult occupier of the Property has a time limited 'Right to Rent', the Tenant shall, upon receipt of any communication concerning their residency status in the United Kingdom from a relevant government department or body, advise the Responsible Party of such and shall provide to them upon request copies of any such written communication; and
 - e) immediately notify the Responsible Party if the immigration status of any adult occupier changes.

10. REPAIRS AND ALTERATIONS AND CONDITION OF THE PROPERTY

- 10.1.** The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of this Tenancy Agreement (except for fair wear and tear) and shall return the Property to the Landlord at the end of this Tenancy Agreement cleaned to the same standard (including free from any infestation) as set out in any Check-In Inventory and Schedule of Condition.
- 10.2.** The Tenant shall take all appropriate precautions to

- ensure adequate ventilation to the Property to avoid condensation, damp and mould.
- 10.3.** The Tenant shall not hang any washing, clothes or other articles at the Property 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.
- 10.4.** If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish. This includes but is not limited to grass cutting, hedges trimmed, borders free from weeds and cleaning the decking (if applicable). The Tenant shall not change or alter the landscaping of the garden or grounds.
- 10.5.** The Tenant shall keep the inside and outside of all windows clean.
- 10.6.** The Tenant shall promptly replace all broken glass at the Property where the breakage has occurred because of the Tenant's actions. Such replacement glass shall comply with any necessary Building Regulations.
- 10.7.** The Tenant shall not keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 10.8.** The Tenant shall keep all smoke alarms and carbon monoxide alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms Monthly to ensure that they work.
- 10.9.** The Tenant shall keep all burglar alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms Monthly to ensure that they work. The Tenant shall not change the code without providing written notice to the Landlord/Agent of the new code.
- 10.10.** The Tenant shall not burn any solid fuel in the Property without the prior, Written Consent of the Landlord.
- 10.11.** The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 14.12.
- 10.12.** The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord. For the avoidance of any doubt, this includes any installation of Electric Vehicle charger. No works should be undertaken which could impact the fabric or structure of the building and all and any works which the Landlord consents to must be undertaken by an appropriately qualified person with relevant insurances.
- 10.13.** The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the building of which it forms part.
- 10.14.** The Tenant shall not affix any items to the walls of the Property either internally or externally using glue, nails, picture hooks, sticky tape or other adhesive substance without the Landlord's prior Written Consent, such consent not to be unreasonably withheld.
- 10.15.** The Tenant shall not remove the Fixtures and Fittings as specified in the Check-In Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Property and not to bring onto the Property the Tenant's own equipment or effects without the prior Written Consent of the Landlord, such consent not to be unreasonably withheld.
- 10.16.** Except in the case of emergencies, the Tenant shall not instruct and/or arrange contractors without the Landlord's prior Written Consent.
- 10.17.** The Tenant shall not cause avoidable call-outs by a contractor, including any call outs made out of hours unless in the case of an emergency i.e. uncontrollable escape of gas or water.
- 10.18.** Where the Property has a septic tank or cesspit, the Tenant shall be responsible for the cost of emptying it during the term of this Tenancy Agreement and at its end, provided that it was emptied prior to the Commencement Date of this Tenancy Agreement and the Landlord has supplied proof of such emptying (for example, a copy invoice from the service provider).
- 10.19.** If no such proof is provided at the start of the tenancy, the Tenant shall not be responsible for emptying costs unless and until the Landlord provides evidence during the tenancy that the septic tank or cesspit has been emptied. From that point onwards, the Tenant shall be responsible for the cost of emptying the septic tank or cesspit for the remainder of this tenancy and at its end.
- 10.20.** Where there is an oil tank(s), the Tenant:-
- a) shall pay to have the oil tanks filled throughout this tenancy to ensure sufficient oil is maintained throughout this tenancy to operate the heating and hot water systems safely and efficiently and avoid consequential repairs to the oil fired system;
 - b) shall leave the oil tank filled to the same level at the end of this Tenancy Agreement as recorded in the Check-In Inventory and Schedule of Condition on the Commencement Date of this Tenancy Agreement. If lower, the Landlord may deduct

the reasonable cost of replenishing the oil from the Security Deposit; / If lower, the Tenant shall reimburse the Landlord within 14 days of demand the reasonable cost of replenishing the oil;

- c) shall pay to have the oil system and boiler bled to restore the boiler to full working order if the Tenant allows the oil supply to run out; and
- d) shall not cause any damage or contamination to any oil tank for example by running out of oil. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable.

11. UTILITIES AND OUTGOINGS (if applicable)

- 11.1.** The Tenant shall pay to the authorities to whom they are due, all outgoings including, the Council Tax and outgoings for the supply of gas, electricity, oil, solid fuel, water, telephone and broadband (if applicable) relating to the Property during this Tenancy Agreement. The Tenant will be responsible for any Green Deal and/or other government grant or incentive scheme repayments (following notification by the Agent/Landlord during this Tenancy Agreement). The Tenant also agrees to pay any additional outgoings which are imposed upon them after the date of this Tenancy Agreement and the Tenant also agrees to pay any outgoings which are imposed in them after Expiry Date but relates to the period of this Tenancy Agreement.
- 11.2.** The Landlord or Agent may share the Tenant's name, contact details and tenancy information with utility providers, local authorities and other relevant third parties for the purpose of setting up or transferring utility accounts and complying with legal obligations, in accordance with applicable Data Protection Legislation.
- 11.3.** The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and Utilities.
- 11.4.** The Tenant agrees not to change utility suppliers (e.g. gas, electricity, water) or to change from or to a pre-paid meter without first informing the Responsible Party of the decision to do so, and also provide full details of the new supplier and change of supply date to the Responsible Party.
- 11.5.** Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 11.6.** The Tenant shall pay for a television licence for the Property if a licence is required.

- 11.7.** The Tenant shall pay to the relevant local authority the Council Tax for the Property.

12. LOCKS AND KEYS

- 12.1.** The Tenant shall not change any locks in the Property and not 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.
- 12.2.** If, in breach of this Tenancy Agreement, any additional keys are made the Tenant shall provide these to the Responsible Party together with all remaining original keys at the expiration or sooner termination of this Tenancy Agreement and in the event that any keys have been lost, pay to Responsible Party such charges as set out in the Agent's published Tenant Fee Schedule.
- 12.3.** Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Property, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

13. PETS

- 13.1.** The Tenant shall not keep a pet in the Property without the prior Written Consent of the Landlord which cannot be unreasonably withheld. The Tenant must apply for the consent to the Responsible Party in writing and provide them with details of the pet as reasonably requested by the Agent and/or Landlord pursuant to Sections 16A and 16B of the Housing Act 1988 (as amended by the Renters Rights Act 2025).

14. LANDLORD'S COVENANTS

- 14.1.** The Landlord shall provide the Tenant with suitable means of access to and exit from the Property.
- 14.2.** If the Landlord supplies furniture and equipment in the Property, such furniture and equipment shall be compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and 2025.
- 14.3.** The Landlord undertakes that the Property is compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of this Tenancy Agreement.
- 14.4.** Where the Landlord supplies a working burglar alarm with the Property on the Commencement Date of this Tenancy Agreement; to keep it in working order and repair, but only where such a

repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.

- 14.5.** The Landlord agrees that the gas appliances supplied by the Landlord 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 by the Commencement Date. The Landlord agrees:-
- a) To ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue that serves a relevant gas fitting;
 - b) To ensure that each appliance and flue to which that duty extends is checked for safety
 - i. By, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive; and
 - ii. At intervals to be determined in accordance with the 1998 Regulations (as described in clause 14.5 above), and
 - c) To ensure that a record in respect of any appliance or flue that is checked, subject to exceptions, that a copy of that record is given to the Tenant.
- 14.6.** The Landlord agrees that the electrical supply and electrics supplied by the Landlord comply with the Electrical Equipment (Safety) Regulations 1994 and the Electrical Safety Standards in the Private Rented Sector (England) 2020. The Landlord agrees:-
- a) To ensure that relevant electrical safety standards are met during any period when the Property is occupied under this Tenancy Agreement;
 - b) To ensure that relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in clause 14.6 (c) below; and
 - c) To obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.
- 14.7.** The Landlord will insure the Property and the Landlord's contents. This insurance does not cover the Tenant's belongings, and shall provide a summary of the relevant insurance requirements to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant should arrange their own contents insurance if they wish to insure their possessions.
- 14.8.** The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 14.9.** The Landlord is the sole legal owner or, if more than one, that they are the joint legal owners of the leasehold or freehold interest in the Property.
- 14.10.** The Landlord shall not be responsible for finding alternative accommodation for the Tenant if the Property is destroyed or rendered uninhabitable by an Insured Risk.
- 14.11.** The Landlord agrees that in accordance with section 9A of the LTA 1985 which was inserted by the Homes (Fitness for Human Habitation) Act 2018, the Landlord is under an obligation to ensure that the Property is fit for human habitation.
- 14.12.** In accordance with section 11 of the LTA 1985, the Landlord shall:
- a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 14.13.** The Landlord shall keep in repair the appliances as provided for within as stated within the Check-In Inventory and Schedule of Condition.
- 14.14.** The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 14.15.** The Landlord shall not be required to:
- a) Carry out any works or repairs for which the Tenant is liable by virtue of this Tenancy Agreement; or
 - b) Keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 14.16.** The Landlord acknowledges that the Tenant can make a request for disability related improvement to the Property (within the meaning of section 190(9) of the Equality Act 2010).
- a) Such request, made pursuant to clause 14.16 may not be unreasonably withheld where:-
 - i. A disabled person (within the meaning of Section 6(2) of the Equality Act 2010 Act) occupied or

intends to occupy the Property as their only or main home; and

- ii. The improvement is likely to facilitate the disabled persons enjoyment of the Property, having regard to their disability

14.17. The Landlord agrees that they have obtained the requisite permission from their Mortgage lender to rent the Property to the Tenant under this Tenancy Agreement.

15. DEFAULT BY THE TENANT

15.1. The Landlord (or if applicable, the Landlord's Mortgage lender) reserves the right to re-enter the Property if:

- a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- c) the Tenant has breached this Tenancy Agreement; or
- d) any of the Grounds contained in Schedule 2 of the HA 1988 apply.

15.2. This clause 15.2 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. The Landlord's Mortgage lender cannot evict the Tenant without a court having first made an order for possession pursuant to Ground 2 of Schedule 2 of the HA 1988.

15.3. If the Landlord re-enters the Property pursuant to this clause, then this Tenancy Agreement shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Tenancy Agreement by the Tenant shall remain in force.

15.4. The Tenant shall protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Tenancy Agreement. Such loss shall be deemed to include any costs or fees which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

15.5. Should the total amount legally due from the Tenant at the end of this Tenancy Agreement exceed the value of the Security Deposit, the Landlord is entitled to recover the full Security Deposit and the Tenant

shall reimburse the Agent/Landlord the excess within 14 days of demand.

15.6. Where applicable, the Tenant shall make good any sum repayable by the Landlord or the Agent to a local authority (whether before or after the Tenant has vacated) where housing benefit or any such benefit paid for the purpose of housing have been paid direct to the Landlord or the Agent by the local authority.

16. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

16.1. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant (except in emergencies):

- a) to inspect the condition and state of repair of the Property;
- b) to carry out the Landlord's obligations under this Tenancy Agreement including repairs or safety checks;
- c) to carry out repairs or alterations to the next door premises or other properties;
- d) to take gas, electricity or water meter readings;
- e) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
- f) for any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Property or any other property;
- g) to comply with any other statutory requirements;
- h) to show prospective tenants around the Property following service of notice by either party; and
- i) to show prospective purchasers around the Property at any time during this Tenancy Agreement.

16.2. The Tenant shall indemnify the Landlord for any loss incurred by the Landlord as a result of where the Tenant agrees to an appointment and fails to provide reasonable notice of cancellation.

16.3. Where the Landlord or their contractor fails to attend without reasonable notice, the Landlord shall be liable for any reasonable costs incurred by the Tenant.

- 16.4. The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 16.5. The Landlord reserves the right to display a "for sale" sign on the Property at any time or "to let" sign on the Property any time after the service of notice by either party.
- 17. TERMINATING THIS TENANCY AGREEMENT**
- 17.1. This is a periodic tenancy which continues on a month-by-month basis until either party shall serve on the other a written notice to bring this Tenancy Agreement to an end.
- 17.2. The Tenant may end the tenancy by giving written notice to the Landlord. The notice must give at least two months' notice, and should expire no less than two months after service and must end on the last day of a rent period. The preferred method to receive a notice to quit is as set out below in clause 20.
- 17.3. In most circumstances, the Landlord can only bring an end to this Tenancy Agreement by:
- a) obtaining an order of the court for possession of the Property and the execution of the order; and
 - b) if the landlord seeks to obtain such an order-
 - i. the Landlord or, in the case of joint landlords, at least one of them must usually serve on the Tenant a notice of proceedings for possession which, amongst other requirements is in the prescribed form and specifies the grounds of possession, and
 - ii. the ground of possession will determine the minimum period of notice, if any, that the landlord must give before proceedings are begun.
- 17.4. At the end of this Tenancy Agreement (howsoever determined), the Tenant shall return the Property and the Fixtures and Fittings to the Landlord in the condition required by this Tenancy Agreement.
- 17.5. The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address prior to this Tenancy Agreement coming to an end to enable the proper conclusion of this Tenancy Agreement.
- 17.6. The Tenant shall remove all personal possessions from the Property once this Tenancy Agreement has ended. If any of the Tenant's personal possessions are left at the Property after this Tenancy Agreement has ended, the Landlord shall remove and store the possessions for a maximum of one Month.
- 17.7. The Tenant may be charged reasonable and proportionate costs for removal and storage.
- 17.8. The Landlord shall take reasonable steps to notify the Tenant at the last known address if the items are not collected within one Month, the Landlord may dispose of the items.
- 17.9. The Landlord shall not sell the items without the Tenant's Written Consent or a court order.
- 17.10. At the end of this Tenancy Agreement, the Tenant must give vacant possession and return the keys to the Property, and any other security devices including the current burglar alarm code, directly to the Agent/Landlord.
- 18. INTERRUPTIONS TO THIS TENANCY AGREEMENT**
- 18.1. In the event that the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the sole discretion of the Agent/Landlord, either:-
- a) Rent will continue to be payable, however we will provide you with alternative accommodation at our own cost as chosen by the Agent/Landlord; or
 - b) Rent will cease to be payable and you will be responsible for finding your own alternative accommodation.
- 19. CONSEQUENCES OF TERMINATION IN BREACH OF THIS TENANCY AGREEMENT**
- 19.1. If the Tenant vacates the Property with/ without giving the required notice under this Tenancy Agreement, and without agreement from the Landlord or the Agent, the Tenant shall remain liable for:
- a) Rent up to the end of the notice period;
 - b) Council Tax (or any replacement property tax) applicable to the Property until the end of the notice period; and
 - c) Standing and/or consumption charges for Utilities until the end of the notice period.
- 19.2. If the tenancy is brought to an end by mutual surrender before the end of the tenancy, the Tenant shall remain liable to pay the Rent up to the date of

surrender. The Tenant may also be required to pay the reasonable costs incurred by the Landlord in re-letting the Property, to the extent permitted under the Tenant Fees Act 2019, provided such costs do not exceed the Landlord's actual loss.

20. NOTICES

- 20.1. The Landlord notifies the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be sent to or served upon the Landlord is the Landlord's address as set out in Schedule 1.
- 20.2. Save for notices to quit (which are dealt with at clause 17 above) the Landlord under or in connection with this Tenancy Agreement shall be deemed to have been properly served on the Landlord if:-
- a) Sent by first class post to the Agent/Landlord's address or left at the Agent/Landlord's address as set out in Schedule 1; or
 - b) Sent via electronic means via the Agent/Landlord's email address as set out in Schedule 1.
- 20.3. Any notice or document sent to the Tenant under or in connection with this Tenancy Agreement shall be deemed to have been properly served if:
- a) Sent by first class post to the Property;
 - b) Served by hand; or
 - c) Sent via electronic means via the Tenant's email address as set out in Schedule 1
- 20.4. Pursuant to the Civil Procedure Rules ("CPR") Part 6 which governs the service of Court documents in England and Wales, if a notice is given in accordance with clause 20 it shall be deemed to have been received:
- a) If delivered by hand, the date the notice is left at the proper address;
 - b) If sent by first-class post, on the second Working Day after posting;
 - c) If sent by email, the date the email is sent.
- 20.5. The Tenant agrees to comply at all times with all applicable laws, regulations and Local Authority requirements relating to the occupation and use of the Property. The Tenant shall not use or permit the Property to be used, in any manner which would cause a breach of overcrowding standards or any statutory occupancy limits. The Tenant shall not do or omit to do anything that may result in

the Property requiring any additional license or consent without the prior Written Consent of the Landlord. Should any breach occur by the Tenant in this regard, they shall indemnify the Landlord against any losses and/or damages that may arise thereafter.

- 20.6. Should the Property be subject to a mortgage granted before the beginning of the Tenancy the provisions for recovery of possession by a mortgagee in Schedule 2 of the Housing Act 1988 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Premises on Ground 2 of Schedule 2 of the Housing Act 1988.
- 20.7. Should the Premises be the Landlord's main or principal home before the beginning of the Tenancy the provisions for recovery of possession by the Landlord in Schedule 2 of the Housing Act 1988 apply accordingly.
- 20.8. Any notice or other information given by post under clause 20 which is not returned to the sender as undelivered shall be deemed to have been given 48 hours after the envelope containing the same was so posted, and proof that the envelope containing such notice or information was properly addressed and sent by first class prepaid post and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been given.
- 20.9. Any notice or other transmission sent by facsimile transmission, e-mail or comparable means of communication shall be deemed to have been duly received on the date of transmission.

21. SPECIAL TERMS AND CONDITIONS

- 21.1. In addition to the obligations outlined in this Tenancy Agreement, the parties agree to be bound by any further obligations as contained in Schedule 3 of this tenancy.

22. GOVERNING LAW

- 22.1. This Tenancy Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. RIGHTS OF THIRD PARTIES

23.1. No third party will have any right to enforce any clause of this Tenancy Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. COUNTERPARTS

24.1. This Tenancy Agreement may be signed electronically and by any number of counterparts, each of which when signed and dated will be an original and any counterparts together will constitute one and the same Agreement. Electronic signatures shall have the same legal effect as handwritten signatures.

25. DATA PROTECTION AND CONFIDENTIALITY

25.1. The Tenant's and Landlord's personal data, which will be processed in the execution of this Tenancy Agreement will be handled in accordance with Applicable Legislation. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found on the Agent's website.

This agreement has been entered into when all the Parties have signed it and is dated on the date that the agreement is signed by or on behalf of the Landlord as detailed in the execution clause below.

SIGNATURES

The Parties agree to the clauses contained within this Tenancy Agreement and any conditions outlined at Schedule 1.

SIGNED BY THE AGENT/LANDLORD:

Name:

Signature:

Date:

Name:

Signature:

Date:

SIGNED BY THE TENANT(S):

Name:

Signature:

Date:

SIGNED BY THE TENANT(S):

Name:

Signature:

Date:

SIGNED BY THE TENANT(S):

Name:

Signature:

Date:

SIGNED BY THE TENANT(S):

Name:

Signature:

Date:

SCHEDULE 2: CHECKLIST

In addition to this Tenancy Agreement, the Tenant will be provided with copies of the following documentation:

1. Energy Performance Certificate (“EPC”);
2. Gas Safety Certificate (if there is a gas supply to the Property);
3. Electrical Installation Conditions Report (“EICR”);
4. No more than 30 days after receiving the Security Deposit, details of the scheme with which the Security Deposit will be registered, including the Prescribed Information and details as to how it will be dealt with at the end of this Tenancy Agreement;
5. Any other relevant document from time to time that may be applicable.

If the Tenant has not been provided with these documents by the start of this Tenancy Agreement, they should contact the Agent as soon as possible to request them.

Once these documents have been provided, they must be retained by the Tenant for the duration of this Tenancy Agreement.

SCHEDULE 3: SPECIAL TERMS AND CONDITIONS

The Parties agree that the following specific terms and conditions will apply for the duration of this Tenancy Agreement. It is also agreed that, where equivalent clauses in this Tenancy Agreement apply, the terms and conditions outlined below shall supersede them. Where there is no equivalent clause, the terms and conditions below shall be in addition to and read in conjunction with and without prejudice to the other clauses in this Tenancy Agreement.

Please note that these clauses have been negotiated individually between the Landlord/Agent and the Tenant.

If the rest of this Schedule is blank, there are no special terms and conditions for this Tenancy Agreement.