

TENANCY AGREEMENT



2 Longmeadow
Cheadle Hulme
Stockport
SK8 7ER

(t) 0161 485 8332 | 07879 495 614
(e) nickbrook@davisbrook.co.uk

22 CROFTON STREET, MANCHESTER M14 4DX.

IMPORTANT

The Inventory and Schedule of Condition should be checked carefully at the commencement of the tenancy and agreed with the Landlord within seven days of commencement of the tenancy. FAILURE TO AGREE THE INVENTORY AND SCHEDULE OF CONDITION WITHIN SEVEN DAYS OF COMMENCEMENT, OR RECEIPT OF THE INVENTORY (WHICHEVER IS LATER) IT WILL BE DEEMED TO HAVE BEEN ACCEPTED AND AGREED BY THE TENANT AND THAT THESE DOCUMENTS ARE FAIR AND ACCURATE AND THAT THE LANDLORD WILL BE ABLE TO RELY ON THEM AS BEING CORRECT AND ACCURATE AT THE END OF THE TENANCY.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

EXPLANATORY NOTES

FINDING YOUR WAY AROUND THIS AGREEMENT

This agreement has been divided into Nine Parts. Each Part of the Agreement contains a number of separately numbered paragraphs some of which have been grouped together under a heading which describes what the paragraphs are about.

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| PART I | Describes who is bound by the terms of this Agreement and identifies the premises to be let. This section is also to be used to add additional clauses that are negotiated between the parties. It also defines some of the terms used in the Agreement, and charges that may be made to the Tenant. |
| PART II | Sets out the Tenants promise to the Landlord which must not be broken during the tenancy. |
| PART III | Sets out how the rent can be increased |
| PART IV | Sets out the Landlords promises to the Tenant which must not be broken during the tenancy. |
| PART V | Explains how the security deposit will be dealt with at the end of the tenancy. |
| PART VI | Sets out some important terms that bind the Tenant and the Landlord and explain how the Landlord may regain possession under certain circumstances before the end of a fixed term tenancy. |
| PART VII | Explains the Landlord's and Tenant's rights under the Data Protection Act |
| PART VIII | Is the signatures of all parties who should only sign if they are prepared to be bound by this Agreement. |
| PART IX | Is the Guarantors Agreement which sets out the obligations of the Guarantor in connection with the Tenancy Agreement and how they may be held liable for all the obligations under the Tenancy Agreement if the Tenant fails to meet their obligations. |

PART 1**SUMMARY of CORE TERMS**

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, 3/2/2019
both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S): Nicholas Brook

1.3 ADDRESS of Landlord(s): 2 Longmeadow Cheadle Hulme SK8 7ER

A Landlord is required by law to notify Tenants of his address, anywhere in the world, prior to making demands for rent, or where any formal notices relating to legal proceedings may be served upon the Landlord, by the Tenants.

If the address given at 1.3 above is not in England or Wales then the address given at 1.4 should be considered, for such purposes as required by sections 47 and or 48 of the Landlord & Tenant Act 1987, to be the Landlord's address.

1.4 Alternative ADDRESS of Landlord (if applicable):

1.5 Name(s) of TENANT(S):
1) Niamh Healy 2) Arwen Condon 3) Charlotte Hussey 4) Lucy Goodwin

1.6 ADDRESS of Tenant(s):
6 The Beeches, Middleton St George, Darlington, DL2 1GD
15 Kilcolman Lawn, South Douglas Road, Cork City, Ireland.
12 Braemar Avenue, Flixton, Manchester M41
Box Bush Almeley, Herefordshire, HR3 6LF

1.7 NAME and ADDRESS of GUARANTOR (if any)

1.8 ADDRESS of PREMISES to be LET: (subject to the letting) to include furniture, fixtures and fittings as described in the Inventory and Schedule of Condition.
22 Crofton Street, Rusholme, Manchester, M14 4DX

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings, etc)

1.10 Initial TERM of the tenancy will be: 12 Calendar months

COMMENCEMENT date; from and including 1/7/19
EXPIRY date; to and including: 30/6/20

1.11 Permitted Occupiers: None

1.12 RENT £1386.00 per calendar month
Rent is payable in advance and is due upon the 1st day of each calendar month starting July 2019, and the first payment is cleared funds, bankers draft or credit transfer is to be made on or before the signing of this agreement. Subsequent payments to be made by Standing Order. **July 2019 will be discounted by 50%.**

1.13 Security DEPOSIT of £1200.00 is to be paid in total on or before the signing of this agreement must be made in cleared funds, bankers draft, credit transfer, and will be held in a government accredited tenancy deposit scheme. Please note any holding deposit previously paid will automatically convert to the security deposit upon signing this agreement.

1.14 The Landlord will hold the deposit throughout the tenancy in a non interest bearing account.

- 1.15 If there are allocated parking spaces at the property then the permitted number of vehicles that may be parked at any time is none. - Street Parking.

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

If there are no special or additional clauses please draw a diagonal line through this section.

All repair requests and emergency calls MUST be directed to the Landlord. The Landlord will be responsible for checking the inventory at the end of the tenancy.

Notwithstanding Clauses to the contrary it is agreed between the landlord and the tenant that smoking is not permitted within the property for the duration of the tenancy and any extensions thereto.

Notwithstanding Clauses to the contrary it is agreed between the landlord and the tenant that pets are not permitted within the property for the duration of the tenancy and any extensions thereto.

DEFINITIONS 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. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement.

The Premises

The premises include all, or any part of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another Property (e.g. In a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

Binding Date

A tenancy agreement is not, technically, a legally binding contract until it has been “executed” by being dated, after either parties (or their authorized representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.

Landlord

A person or persons, who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.

Tenant

A person, or persons, named as Tenants in this agreement who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

Guarantor

The person who guarantees that the Tenant will perform the obligations of this tenancy agreement and if the Tenant fails to meet those obligations the guarantor will meet the obligations in full.

Permitted Occupier

A permitted occupier is any person whose name/s appear in Clause 1.11. They are not a party to the tenancy and have no rights to the Property but must obey the obligations of a Tenant’s guests. The permitted occupier/s must leave the Property when the named Tenant/s leave the Property

Joint and several Liability

A maximum of four people can be such joint Tenants. Obligations to be undertaken by more than one person are joint and several obligations which means that each Tenant is individually responsible for the Tenants undertakings and restrictions in this agreement and each Landlord is individually responsible for the Landlord’s obligations in the agreement.

Superior Landlord

People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

Head or Superior Lease

Means a Lease (if any) under which the Landlord himself holds, or owns the premises and which contains the obligations of which the Landlord, or his Tenants in turn, are bound.

Fixtures and fittings

References to fixtures and fittings relate to any of the Landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied

The term of the tenancy

References to the term of the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 1.10

(Pet) Deposit

The pet deposit will be held by the Landlord throughout the tenancy and the Tenant will deal directly with the Landlord at the end of the tenancy for its return.

Consent of the Landlord

Where the consent of the Landlord is required for the Tenant to carry out some action it is strongly recommended that where such consent is sort and granted, the Tenant makes their request and obtains confirmation in writing so as to avoid misunderstandings or disputes at a later date.

Water Charges

This includes charges, rates or costs relating to water, sewerage and environmental services.

Utilities

This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

Tenant/s requests in writing

It is strongly recommended that all Tenants' requests to the Landlord are made in writing and any consent or approval made by the Landlord will be made in writing.

Stamp Duty

Failure to have the Original of this agreement or the Counterpart (e.g. Either half) stamped (if required) by the Inland Revenue and pay any appropriate duty within 30 days of commencement of the tenancy, may result in a penalty or fine and the agreement not being accepted as evidence in Court. (See Inland Revenue leaflet No. SDLT1 Land Transaction Return.).

Masculine & feminine and singular & plural

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

Month/Monthly

Means a calendar month

Inventory and/or Schedule of Condition

This refers to any document prepared by the Landlord and provided to the Tenant detailing the Landlord's fixtures and fittings, furnishing, equipment, etc., the décor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord as soon as practicable after the tenancy starts (and in any event within 7 days of commencement of the tenancy). In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification is in writing and a copy kept for future reference.

Tenancy Deposit

The Tenants deposit will be held by the Landlord throughout the tenancy and the Tenant will deal directly with the Landlord at the end of the tenancy for its return.

Initial Rent and Deposit payments

Rent and deposit payments have to be made in cleared funds prior to commencement of the tenancy.

Subsequent monthly rental

All subsequent monthly rental payments and insurance premiums and other monies due under this agreement are to be made by standing order

Landlord Contacts

The Landlord's contact name and address will be provided to the Tenant at the commencement of the tenancy.

Part II

TENANT'S ADDITIONAL OBLIGATIONS

The Tenant(s) agree(s) to the following:

GENERAL LIABILITIES, SERVICES & UTILITIES

2.1 **Obligations**

As the sole Tenant, or if there is more than one Tenant then as joint and several Tenants to be responsible and liable for all obligations under this agreement.

2.2 **Rent**

To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant's will be considered as if payments from Tenant's.

2.3 **Principal Home/use**

To occupy the premises as the Tenant's only or principal home.

2.4 **Costs**

To pay, or be liable to pay, the reasonable costs, as awarded by the Court, incurred by the Landlord, in successfully enforcing or remedying a notable breach of, or significant failure to comply with, the obligations of the Tenant under this agreement.

2.5 **Tenant's Repairs**

To be held liable for the fair costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or misuse, by the Tenant or his invited guests or visitors.

2.6.1 **Council Tax**

To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the premises.

2.6.1.1 Notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the Tenant's liability for their charges and to have all such accounts transferred into the Tenant's name for the duration of the tenancy.

2.7.1 **Utilities**

To be responsible for the payment of all associated charges in respect of the use and supply at the premises during the tenancy of any telephone service, of electricity, gas, oil, and any other relevant fuels, water and environmental services etc.

2.7.1.1 Where the Tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay the costs associated with reconnecting or resuming those services

2.7.1.2 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.

2.7.1.3 Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the Landlord. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord with full details of the new supplier and account numbers, etc (In order to avoid any misunderstanding or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

2.7.1.4 Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the Landlord which will not be unreasonably withheld. (In order to avoid any misunderstanding or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such

consent granted.) The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

2.8 Septic Tanks

Where the premises are served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.

2.9 Telephones

Not to change or transfer any existing telephone number at the premises without the prior consent of the Landlord. Such consent will not be unreasonably held. Where consent is given, the Tenant undertakes to promptly provide the Landlord with the details of the new number and, at the request of the Landlord, pay the telephone company's reasonable standard costs of storing the Landlord's number for re-use at the end of the tenancy. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)

2.10 Tenant's Gas Appliances

The Tenant must not bring into the premises any gas appliances without the prior consent of the Landlord (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) If such consent is given then the Tenant must ensure that they are safe to use and are properly connected to the appropriate pipe work in the premises by a suitably qualified Corgi engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the premises. For the avoidance of doubt, it is not permitted to bring free standing gas heaters into the premises and any application for consent will be refused and it will not be unreasonable in these circumstances for the Landlord to refuse.

2.11 Head Lease

Where the Tenant is notified prior to commencement of the tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the premises which may bind the Landlord (and his Tenant) in the use or occupation of the premises, not to break such agreements or restrictions.

2.12 Illegal Acts

Not to use the premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.

2.13 TV/Satellite Dish

For the duration of the tenancy, to pay the appropriate terrestrial television license fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.

2.14 Sharing Possession

Not to take in lodgers or paying guests.

2.15.1 Assignment, Sub-Letting & Permitted Occupier

Under no circumstances will the Tenant sub-let or share possession of the premises or any part of it.

2.15.2 The permitted occupiers named at Clause 1.11 in this agreement will be permitted to stay in the premises as permitted occupiers but will have no rights or obligations under this agreement and undertake to leave the premises on or before the named time the Tenant/s leave.

2.15.3 Not to assign this agreement without prior consent of the Landlord. Such consent will not be unreasonably withheld provided that:

- a) Subject to all terms of this tenancy having been met.
- b) The Tenant at his expense finds an acceptable assignee.
- c) The assignee to be acceptable must meet the normal letting criteria of the Landlord and have suitable references and be able to demonstrate they are fit and proper persons to take over the tenancy and capable of meeting the rental and other obligations contained within this agreement and accept the current inventory and schedule of condition in force.
- d) In the event that the proposed assignee by the Tenant does not meet the normal letting criteria then it will not be unreasonable for the Landlord to withhold consent to an assignment.
- e) The Tenant is responsible for all the obligations under this agreement including payment of rent and all outgoings and maintenance of gardens etc. until such time as the assignment has taken place and the assignee takes possession.

f) The administrative charges for documenting the transfer such as a new agreement and vetting costs of the Tenant to be borne by the incoming Tenant.

2.15.4 If the Landlord unreasonably withholds consent in circumstances where in every other respect the proposed assignee would be acceptable to the Landlord then the Tenant may give one months notice expiring on any rent day to the Landlord whereupon on expiry of such notice this tenancy will cease and determine.

2.16 Notices

As quickly as is practical after receipt, to send the Landlord any formal or legal notice or orders or other similar document delivered to the premises by a third party which relate to, or might significantly affect the premises, its boundaries or adjacent properties.

2.17 Refund of Housing Benefit

To be liable at any time to reimburse the Landlord any sums which the Landlord is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

INSURANCE

For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the Landlord.

2.18 Tenant's Insurance

To insure the Tenant's contents (as opposed to the contents of the Landlord), such insurance cover to include insurance of £2500 of accidental damage to the Landlord's fixtures and fittings which you are obliged under the tenancy agreement to take care of.

2.18.1 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's premises or its contents, to promptly inform the authorities as appropriate and the Landlord as soon as it is practicable. Subsequently to provide, as soon as practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.

2.18.2 Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to damage/devastation, harm or ruin of the premises or its contents.

2.18.3 To reimburse the Landlord for any excess sum, as specified in the Landlord's policy of insurance from time to time, up to a maximum of £50, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement

LOCKS AND SECURITY

2.19.1 Before leaving the premises empty or unoccupied for any continuous period in excess of fourteen days, to notify the Landlord in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.

2.19.2 Not to change any burglar alarm codes (if any) without the prior consent of the Landlord. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord with the relevant new code. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).

2.19.3 Not to change, alter, add or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the Landlord. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted). Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord with an appropriate set of keys.

- 2.19.4 If any lock or bolt is installed or changed on or in the premises without the prior consent of the Landlord to remove them if so required by the Landlord and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.
- 2.19.5 To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.
- 2.19.6 During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

GARDEN

- 2.20.1 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).
- 2.20.2 To cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any) paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at the commencement of the tenancy.
- 2.20.3 To maintain at the Tenant's expense gardening equipment including lawnmower (if any) and to provide at the Tenant's expense any additional equipment the Tenant considers he needs to enable him to fulfill the gardening obligations.

USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER

These clauses should not be taken as an exhaustive list.

- 2.21.1 Care of Fixtures and Fittings
To take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises, its décor, fixtures and fittings either internally or externally.
- 2.21.2 In the event of damage to make a claim immediately under the appropriate section of the Tenant's contents insurance (see clause 2.18)
- 2.22 Sweep Chimneys
The Tenant must only use the chimney/chimneys with permission, such consent will not be unreasonably withheld if the chimney is safe to use. If the chimneys are used for open fires during the tenancy the Tenant should arrange to have the chimneys swept either at the end of the tenancy or if the tenancy should last longer than a year, each Spring.
- 2.23 Clean Windows
To clean or have cleaned all reasonable accessible windows of the premises as necessary during the tenancy, and at the end of the tenancy in accordance with the cleaning schedule annexed to the inventory.
- 2.24 Broken Windows
Where the Tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.
- 2.25 Electric Circuits
To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

- 2.26 Light Bulbs
To take care or replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 2.27 Smoke Alarms
To test at regular intervals any battery operated smoke alarm fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.
- 2.28 Blocked Drains
To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe, which serve such fixtures if they became blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or his invited visitors or guests) in breach of obligations under this agreement.
- 2.29 Pets
Not to keep any animals, birds, reptiles or household pets in the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted). Subject to the payment of an additional deposit, known as the pet deposit, which should be held by the Landlord and will be used at the end of the tenancy in accordance with the pet consent agreement which will be an additional agreement to this tenancy agreement.

THE PREMISES, ITS FIXTURES AND FITTINGS

- 2.30 Decoration
Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the Landlord. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).
- 2.31 Drains Protection
To take care not to put, or allow to put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.
- 2.32.1 Repair Notification
To notify the Landlord in writing as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The Tenant must not carry out or authorize repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 2.32.2 In the event of non urgent repair, the Tenant must notify the Landlord in writing of the nature of the repair.
- 2.33 Hazardous Substances
Not to keep on, or bring into the premises, any inflammable or other material and, for the avoidance of doubt, in particular, no gas cylinders (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use, i.e. Coal or logs) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbors.
- 2.34 Frost Precaution
To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of October to March, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.
- 2.35 Aerials, Satellite Dishes and Cable TV Installations
Not to place or fix any aerial, satellite dish, or notice of advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the Landlord. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted). Where granted, the Tenant will meet all costs of installation and subsequent removal

and the reasonable costs of making good of any resultant damage. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

2.36 Loud Music & Noise

Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance, annoyance or causes damage to the premises, or adjacent or adjoining premises or neighbors or might reasonably be considered to be anti-social behavior.

2.37 Moving Furniture

Not to remove from the premises any of the Landlord's furniture, fixtures or fittings, or to store them in the loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted). Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same rooms or places from which they were removed.

2.38 Pictures

Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.

2.39 Motor Vehicles

Only to park motor vehicles in the allocated spaces (if any) and not to park more than the permitted number of motor vehicles as indicated in Part I.

2.40 Commercial Vehicles, Boats etc

Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the Landlord. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted) Such consent will not be unreasonably withheld. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

2.41 Repair of Motor Vehicles etc

Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is a registered keeper.

2.42 Not to run a Business

Not to carry on at the Property nor use the Property for any form of business trade or profession and not to allow any sales of any kind to take place at the Property, but it shall be lawful for the Tenant to work at the Property in connection with their business trade or profession where that business is located elsewhere.

2.43 Ventilation/Condensation

To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care and promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the premises, its fixtures and fittings.

2.44 Failure to Comply with Tenants Obligations

Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures, or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord, or earlier if urgency requires it, of being asked to do so in writing by the Landlord. After that time, the Landlord may notify the Tenant that the Landlord is arranging for work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in arranging and carrying out such works.

ACCESS & INSPECTION

(Co-operating with the Landlord)

2.45 Viewings

During the last eight months of the tenancy, upon a minimum of 24hrs prior notification, to permit the premises to be viewed during working hours and or at reasonable times at week-ends by prospective Tenants or purchasers who are authorized to do so by the Landlord or his appointed agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his appointed agent or representative will accompany such viewing appointments.

2.46 Boards

During the last eight months of the tenancy to permit a For Sale or To Let board to be displayed on the premises.

2.47 Party Walls

In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighboring Property, or their authorized workmen or their professional advisors, access to the Landlord's premises in order to carry out any work required to the premises of their neighboring Property under the Party Walls etc. Act 1996.

2.48 Inspection

To permit the Landlord or authorized workmen, from time to time upon a minimum of 24 hours prior written notification, but not to inspect more often than once a month (except in the case of an emergency). To enter upon the premises during working hours and or at reasonable times at weekends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time (which may take more than one day) in order to fulfill obligations under this agreement or relevant legislation.

AT THE END OF THE TENANCY2.49 Cleaning

To clean, or pay for the cleaning of, to a good standard, the premises, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery, etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the Landlord to demonstrate compliance with this clause. But nevertheless the Landlord may still require additional cleaning in the event that the Property has been left in a condition below the standard required.

2.50 Refuse

To remove all of the Tenants refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, arrangements made with the local authority or others for its prompt removal at the expense of the Tenants.

2.51 Keys

To return all keys of the premises (including any new or additional or duplicate keys cut during the tenancy) to the Landlord promptly on the last day of the tenancy.

2.52 Costs

Having replaced the Landlord's items in the same areas of the premises (as far as is practicable) as at commencement of the tenancy, to co-operate in the checking of any Inventory or Schedule of Condition and to pay for previously agreed costs involved in dealing with any repairs or cleaning at the end of the tenancy.

2.53 Remove Items

To remove all the Tenant's, belongings, or Property, or personal effects, or foodstuffs or furnishings and equipment from the premises on, or before, the last day of tenancy.

2.54.1 Rent for Failure to Remove Items

Any of the Tenant's belongings, or Property, or personal effects, or foodstuffs or furnishings and equipment left behind at the premises will be considered abandoned after the end of the tenancy. The Landlord, may remove, store or dispose of any such items as they see fit. The Tenant will be notified at their last known address to collect the items from the locations to which they have been moved (if appropriate). The Tenant will remain liable for the fair costs of arranging such removal, storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any outstanding costs after such deduction will remain the liability of the Tenant.

- 2.54.2 Where such items belonging to the Tenant described in clause 2.53 and 2.54.1 above are of bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the Landlord's or other persons immediate ability to comfortably occupy or make use of, or re-let, or sell the premises, or any part of the premises, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed by the Tenant in accordance with clause 2.54.1.
- 2.55 Forwarding Address
To promptly provide, as soon as it is practicable just before or immediately at the end of the tenancy, a forwarding or correspondence address to the Landlord, for ease of administration and communication between the parties, including the processes involved in the return of the deposit.
- 2.56 Tenancy Extension
If prior to the end of the tenancy a Tenant requests an extension to his tenancy and the Tenant has fulfilled their obligations under this agreement in full, then subject to the prior consent of the Landlord, the tenancy may be extended on the same terms and conditions as previously subject to change in rent and the term. The Landlord may refuse to grant an extension for any reason.

Part III

RENT REVIEW

- 3.1.1 If this tenancy extends for longer than twelve months, or shall have been extended by agreement for a period longer than twelve calendar months, then the rent shall be increased at the expiration of the first twelve calendar months and at the end of each successive period of twelve months (if the tenancy should continue for that long) by an amount of 2% over the retail index price (all items index) calculated from the month immediately prior to the rent review date, subject to a maximum increase of 6% per annum and the new rent thereby calculated will substitute the rent referred to in this agreement and will be paid from the anniversary by Standing Order as required under this agreement.

Part IV

LANDLORD'S OBLIGATIONS

The Landlord agrees to the following:

- 4.1 Insurance
To keep the premises and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by the comprehensive household policy and any such risks as the Landlord considers necessary from time to time.
- 4.2 Quiet Enjoyment
Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this agreement and having provided at least a minimum of 24hrs prior notification.
- 4.3.1 Repairing Obligations
To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but no other fixtures); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 4.3.2 If the repair to the premises is caused as a result of the negligence or willful act of the Tenant, visitors or guests and is not covered by the Landlord's or the Tenant's insurance then the cost of the repair shall be repaid to the Landlord by the Tenant within 14 days of notification of cost.

4.4.1 Burglar Alarm

Where the Landlord supplies a working burglar alarm with the premises at the commencement of the tenancy to keep it in proper working order and repair, but only where such a repair is not caused by negligence or mis-use by the Tenant, his invited guests or visitors.

4.4.2 If required by the insurers of either the Landlord's or the Tenant's contents, the Landlord will, at his expense, fit such door and window locks or other security devices as may reasonably be required.

4.5 Safety of Services

To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible for are safe, in proper working order and in repair both at the commencement of, and during the tenancy, as may be necessary from time to time to comply with the Landlord's obligations under the Gas safety (Installation & Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs & Sockets etc., (Safety) Regulations 1994.

4.6 Authorised to Let

The Landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to let the premises have been obtained.

4.7 UK Address

Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or agent the Landlord agrees that the Tenant will be entitled to deduct and pay over to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

Part V

THE DEPOSIT

HOW THE SECURITY DEPOSIT WILL BE DEALT WITH

- 5.1.1 The deposit referred to in clause 1.13 will be held by the Landlord as security for and in respect of, the performance by the Tenant of, all the obligations of the Tenant in this agreement including those set out in this section to pay for or be used for;
- 5.1.2 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 reasonable fair wear and tear and for the age and condition of each and any such item at commencement of tenancy.
- 5.1.3 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 5.1.4 Any sum which is or becomes repayable by the Landlord to the local authority with regard to Housing Benefit which has previously been paid directly to the Landlord relating to the Tenant named in this agreement.
- 5.1.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 5.1.6 Any rent or other money lawfully due or payable by the Tenant under this agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY

- 5.2.1 After the end of the tenancy no deductions shall be made from the deposit unless, or until, the reason for the nature of the deductions have been notified in writing to the Tenant and deposit scheme. Such correspondence will be sent, addressed to

the Tenant, to the single address required to be provided by the Tenant under the clause 2.63 of this agreement or, in the absence of such an address, to the address of the premises given at clause 1.8.

- 5.2.2 The deposit (or appropriate balance) will be returned as soon as is reasonably practicable, once vacant possession has been obtained following the final day of the tenancy and after the deduction of any sums of money (if any), in accordance with clause 5.2.1 and on receipt by the Landlord of a signed agreement by the Tenant agreeing to the proposed deductions, which are due to the Landlord arising from the Tenant's breach of, or failure to comply with, the Tenant's obligations under this agreement.
- 5.2.3 The deposit (or appropriate balance) will be returned to the Tenant by cheque and where the Tenant comprises more than one person, the deposit (or appropriate balance) may be returned to any one of them individually for and on behalf of the Tenants.
- 5.2.4 If monies lawfully due to the Landlord under this agreement are more than the deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

Part VI

GENERAL ALL THE PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

Re-instatement of Property rendered uninhabitable

- 6.1.1 The Landlords repairing obligations referred to in clause 4.3 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the premises in a Tenant-like-manner; (b) to rebuild or reinstate the premises in the case of destruction or damage by fire or by tempest, flood or other unavoidable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the premises.
- 6.1.2 That in the event of the Property or any part of it being damaged or destroyed by fire or other insured risk (not caused by the negligence of the Tenant servants or visitors) so as to be unfit for habitation and use the rent or a fair proportion shall be suspended until the Property or the damaged part shall be fit for use provided that if at the end of one month from the date of damage or destruction the Property is not fit for use then the Tenant may by notice in writing terminate this agreement without affecting the rights of Landlord or Tenant in respect of any prior breaches to this agreement.
- 6.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement. (This means that only those persons who are parties to this agreement can enforce the terms).
- 6.3 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will remain valid and binding on all parties.

Service of Notices etc. by the Landlord

- 6.4 In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Landlord delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, to the premises (or the last known address of the Tenants if different) by hand or by recorded or registered delivery or by first class post, addressed to the Tenants then the Tenants will be treated as though they have received it.

Surrender of the tenancy by the Tenant

- 6.5 Only with the Landlord's prior written consent and subject to certain conditions that may include the Landlord's reasonable costs associated with the re-letting of the premises, the Tenant may be allowed to surrender or give up this tenancy before it could otherwise be lawfully ended.

Abandonment

- 6.6 In the event the Tenant leaves the Property unoccupied for 28 days or more without first having notified the Landlord in writing, and the Property is clearly unoccupied and no notification has been received as to the Tenant's whereabouts, then the Landlord may deem the Property to be abandoned and may re-enter the Property on the assumption that the Property has been abandoned. (The Tenant/s should retain copies of all correspondence to his Landlord).

Stamp Duty

- 6.7 Both the Landlord and Tenant will be responsible for ensuring that their own part of the tenancy agreement is stamped by the Inland Revenue with the appropriate Stamp Duty and pay any duty payable where applicable.

FORFEITURE – RIGHT OF RE-ENTRY

Important If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

The law (Protection from Eviction Act 1977) gives Tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the Tenant had failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 6.8 is such a clause.

For the avoidance of doubt: In order to exercise his legal rights under this clause, 6.8 a Landlord will first need to obtain a court order

- 6.8 If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following grounds;

GROUND 8 (that both at the time of notice of the intention to commence proceedings at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (d) at least three months rent is more than three months in arrears if rent is payable yearly, as set out in **Part I of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** or;

GROUND 10 that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding.

GROUND 11. (that there is a history of persistently late paying of rent),

GROUND 12. (that the Tenant has broken one or more of his obligations under the Tenancy Agreement),

GROUND 13. (that the condition of the premises or the common parts has deteriorated because of the behavior of the Tenant, or any other person living there),

GROUND 14. (that the Tenant or someone living or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbors; Or, that a person residing or visiting the premises has been convicted of using the premises, or allowing for it to be used, for immoral or illegal purposes or has committed an arrest able offence in or in the locality of, the premises),

GROUND 15. (that the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the premises),

GROUND 17. (that the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation), as set out in **Part II of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996)** shall arise, then the Landlord may re-enter the Property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

Before, during or after the term of this tenancy the Landlord may give written notice to the Tenant that the Landlord will apply to the Court to regain possession of the premises in accordance with the grounds set out in Schedule Two of the Housing Act 1988 as amended, being Grounds 1 and 2.

GROUND 1. The Landlord hereby gives notice to the Tenant and the Tenant hereby accepts receipt of such notice that the Landlord may recover possession under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 (under which the Court must order possession when the Landlord has previously occupied the Property as the Landlord's only or principal home or requires the Property as the only or principal home for the Landlord or the Landlord's spouse)

GROUND 2. The Landlord further gives notice that if the Property is subject to a mortgage granted before the commencement of the tenancy possession may also be recovered under Ground 2 in Part 1 of Schedule 2 to the Housing Act 1988 where:

- (a) The mortgagee is entitled to exercise a power of sale conferred by the Mortgage deed or by Section 101 of the Law of Property Act 1925.
- (b) The mortgagee requires possession of the Property to dispose of it with vacant possession

Part VII

DATA PROTECTION & CONFIDENTIALITY

- 7.1 Letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit department, Mortgage Lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

Part VIII

MANAGEMENT CHARGES 2019/2020

From 1 January 2019 the following management charges may be incurred. Charges will be deducted from deposits at the end of tenancy or via agreed pre-payment.

Please note: office hours are 09.00am – 5.30pm, Mon – Fri

Late rent payment charge	£15.00
Written correspondence charge for non-payment of rent (Per letter)	£15.00
Out of Hours call out to provide access to property/room <i>Out of hours: weekends & public holidays</i> <i>Weekdays, 5.30pm – 9.00am</i>	£55.00
Key replacement cost (per key)	£12.50
Fire Alarm re-set due to misuse	£40.00
Fire Extinguisher re-charge due to misuse	£50.00

Part IX

SIGNATURES of the PARTIES

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the agreement has been both signed and dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain intelligible language, it inevitably contains some legal terms and references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

SIGNED	DocuSigned by: <i>Nicholas G Brook</i> 7D719543D389406...	by, or for & on behalf of, the LANDLORD(s)
SIGNED	DocuSigned by: <i>Mamie Healy</i> 6E54E419215A435...	First TENANT
SIGNED	DocuSigned by: <i>[Signature]</i> 8903D396E26A433...	Second TENANT
SIGNED	DocuSigned by: <i>Charlotte Hussey</i> 3202D24D50BA4EE...	Third TENANT
SIGNED	DocuSigned by: <i>Lucy Goodwin</i> A00946114A76422...	Fourth TENANT