

**IMPORTANT INFORMATION**

**– This is an example Tenancy Agreement only this does not constitute an offer**

- **This agreement should not be used for a fixed term of more than three years; such an agreement would need to be made by deed. Please consult with a solicitor if this is the case.**
- **This agreement contains the terms and conditions of the Tenancy. It is an important document. Once signed by all parties and dated it will be legally binding. If you do not understand this agreement, or anything in it, we strongly recommend that you seek independent legal advice from a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

This Agreement creates an Assured Shorthold Tenancy as defined by **Section 19A of the Housing Act 1988** as amended by the **Housing Act 1996**. The Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of **Section 21 of the Housing Act 1988** (1996) by serving upon the tenant at least two months notice in writing.

**Definitions**

The intention of this list is to provide help and guidance to explain or clarify some of the terms of this Agreement. It is not meant to be an exhaustive or comprehensive list. Where there is any doubt, only the court can decide on a definitive interpretation of any term, clause or any part of this agreement.

**“The Landlord(s)”** will include any person who holds an entitlement to the legal ownership of the Premises at the conclusion of the Tenancy which has hereby been created.

**“The Tenant”** will include all persons that have title under the tenant.

**“The Agent”** means **Aspire Estates of 77 Oxford Street, London W1D 2ES**.

**“The Premises”** will include any parts or all of the Premises that the tenant is entitled to use within this agreement, and certilage of the same, together with the garden, garage and parking space (if applicable), but excluding (add any parts excluded from tenancy)

**“The Insured Risks”** means fire, storm, tempest, and such other perils as the Landlord may from time to time think fit.

References to the male gender will include the female gender.

**“The Term”** or **“The Tenancy”** includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term.

Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression **“joint and several”** means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement; and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.

This Agreement is made on the **8<sup>th</sup> March 2010**

Landlord(s) Name(s): **Landlords Address**

**Anytown  
Hong Kong**

(Address for service under **Section 47 & 48 of the Landlord and Tenant Act 1987**)

Tenant(1) Name(s): **Tenants Name Here**

Address: **Current address here**

1. The Landlord lets to the Tenant the residential premises known as **address of the rented property goes here** ("the Premises")
2. The tenancy will be for a term from and including the **8<sup>th</sup> March 2010** ("the Commencement Date") to and including **7<sup>th</sup> March 2011** ("the Expiration Date").
3. Upon signing the agreement, the Tenant shall pay to the Agent **£1863.33** (less any pre-payment made) for one calendar month rent payable in advance for rent commencing on the **8<sup>th</sup> March 2010** and payable monthly thereafter to the Landlord direct. **The landlord's bank is – Any Bank – Sort code: 00 00 00 and Account: 0000 0000.**
4. **Deposit.**
  - 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
  - 4.2 The Tenant shall pay to the Landlord upon signing this Agreement **£2580.00** by way of a security deposit ("the Deposit").
  - 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004**. Subject thereto the Landlord shall have a right to claim against the deposit for:-
    - 4.3.1 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 the commencement of the Tenancy.
    - 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings, and any additional charges made by the Agent relating thereto or by legal advisers.
    - 4.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
    - 4.3.4 Any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
    - 4.3.5 N/A as Insurance held

Details of the Tenancy Deposit Scheme to which the Landlord/Agent subscribes are given in the documentation annexed hereto receipt whereof the Tenant hereby acknowledges. Further information prescribed by the **Housing Act 2004** is as follows:-

<b>Landlord:-</b>	full name	<b>Landlords Address</b> Anytown Hong Kong
	Telephone number	phone numbers here
	Email Address	email address here
<b>Tenant 1:-</b>	full name	Your Name
	Current address	Your address
	Telephone number	Your Number
	Email address	your email address

- 4.4 At the determination of the Tenancy the parties will use their best endeavours acting in good faith to agree what deductions should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the agent of what sums/issues remain in dispute.
- 4.5 The Landlord/Agent will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy.

**5. THE TENANT AGREES WITH THE LANDLORD as follows:-**

**5.1 Rent**

- 5.1.1 To pay the rent according to the terms of the Agreement whether formally demanded or not.
- 5.1.2 To pay the rent as stated in clause 3 at the times and in the manner specified in this Agreement and that in the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, to pay interest at the rate of 4% over Barclays Bank PLC Base Rate (such interest to be calculated upon a daily basis) until payment is actually made.
- 5.1.3 That any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Premises to that third party whatsoever.

**5.2 Condition of Premises, Repair and Cleaning**

- 5.2.1 To keep the Premises in good tenable repair. The Tenant agrees to keep the interior of the Premises, including any Fixtures, Fittings, Furniture and Effects listed on any Inventory

provided, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.

- 5.2.2 To pay for the replacement or repair of any fittings that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) or at the option of the Landlord to compensate for these items.
- 5.2.3 To use the Premises in a reasonable manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Premises to the Landlord.
- 5.2.4 To replace all cracked or broken glass at the Premises during the Tenancy with the same quality glass as soon as reasonably possible.
- 5.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 5.2.6 To keep all smoke detectors / alarms in good working order and in particular to replace all batteries as and when necessary.
- 5.2.7 To pay for the reasonable professional washing and cleaning of all net curtains, linens, counterpanes, blankets, carpets, upholstery, curtains and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy.
- 5.2.8 To keep the drains free from obstruction and to have all the chimneys and flues (if any) to the Premises cleaned and swept as often as necessary.
- 5.2.9 To keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or a proper proportion thereof according to the duration of the Tenancy.
- 5.2.10 To notify the Landlord or the Landlord's Agent immediately in writing of any damage, destruction or loss that may happen at the Premises or to the Contents and Effects whether by fire or for whatsoever reason.
- 5.2.11 To notify the Landlord or the Landlord's Agent immediately should repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.
- 5.2.12 Not to carry out any redecoration at the said Premises or any part of the Premises without the previous consent in writing of the Landlord or the Landlord's Agent and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner determination of the Tenancy.
- 5.2.13 Not to make any alteration or additions to the Premises without the prior written approval of the Landlord or the Landlord's Agent, such approval not to be unreasonably withheld.

- 5.2.14 Not to remove any of the Fixtures, Furniture and Effects specified in the Inventory and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent.
- 5.2.15 Not to bring into the Premises any additional Furniture without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld, and to leave the Furniture, Furnishings and Effects at the expiration or sooner determination of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy.

### **5.3 Utilities**

- 5.3.1 To arrange for the electricity, gas and telephone services (as available to the Premises) to be immediately transferred into the Tenant's name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Premises where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement or the Tenant's departure from the Premises.
- 5.3.2 To pay for all Water Rates and services, all Council Tax charges and any other charges levied on the Premises for which the tenant is responsible and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement and the Tenant's departure from the Premises.

### **5.4 Access and Inspections**

- 5.4.1 To allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord to enter the Premises at all reasonable times of the day by giving the Tenant not less than 24 hours' notice in writing, to visit and examine the condition of the Premises and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.
- 5.4.2 To allow the Premises to be viewed during the last two months of the Tenancy at all reasonable times by prior appointment made by the Landlord or any person acting on behalf of Landlord for the purpose of showing a prospective purchaser or tenant the Premises for selling or re-letting of the Premises and to allow the erection of a 'For sale' or 'To let' board(s) at their discretion on the Premises.
- 5.4.3 Where the Tenant or any Agent appointed by the Tenant does not keep a pre-arranged appointment, the Tenant agrees to pay any reasonable additional costs incurred by the Landlord or the Landlord's Agent or any other person authorised by the Landlord in making and attending a second appointment, and if neither the Tenant or the Tenant's agent keeps the second appointment or any others there after, any amounts for compensation made by the Landlord or Landlord's Agent will be binding and payable by the Tenant.

### **5.5 Assignment and Subletting**

- 5.5.1 The Tenant agrees not to assign sublet, part with or share the Premises with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises, such approval not to be unreasonably withheld.
- 5.5.2 Not to take in Lodgers or Paying Guests without the Landlord's written consent, not to be unreasonably withheld.

**5.6 Usage**

Not to carry out any Trade or Business or Profession at the Premises but to use the Premises as a single private residence only.

**5.7 Illegal, Immoral usage**

Not to use the Premises for any Illegal, Improper or Immoral use or use or consume in or about the Premises any prohibited or controlled substances or of the drugs mentioned in the **Misuse of Drugs Act 1971**.

**5.8 Locks and Keys**

5.8.1 The Tenant agrees not to install or change any locks in the Premises without the Landlord's or Landlord's Agent prior written consent.

5.8.2 If any additional keys are made that the Tenant will deliver all keys to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong.

5.8.3 If any lock is installed or changed at the Premises without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix at the Tenant's own expense any resulting damage.

**5.9 Nuisance and Noise**

5.9.1 The Tenant agrees not to do anything at the Premises that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Premises or any adjoining or neighbouring premises or its occupiers.

5.9.2 Not hold or conduct any social gathering at the Premises or play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent premises.

**5.10 Washing**

Not to hang any washing, clothes or other articles outside the Premises other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room heaters.

**5.11 Refuse**

To remove all rubbish from the Premises and to place it within the dustbins or receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

**5.12 Inflammable substances and equipment**

Not to keep or use any paraffin heater, liquefied petroleum, gas heater or portable gas heater in the Premises, and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Premises whereby any insurance on the Premises may become void or voidable or where the rate of premium may increase.

### 5.13 Gardens and Driveways

Where any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries are included in the Tenancy, the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down or removed. Furthermore, the Tenant agrees not to alter the layout of any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries without the Landlord's prior written consent.

### 5.14 Animals and Pets

Not to keep any animals, reptiles or birds on the Premises without the prior written consent of the Landlord, such consent will not be unreasonably withheld. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Premises then the Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord or the Landlord's Agent as written proof that he has complied with this clause.

### 5.15 Smoking

The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises without the Landlord's prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant, the Tenant agrees to pay the Landlord for any cleaning and / or redecoration costs that the Landlord may incur as a result of the Tenant (or the Tenant's guests) smoking in the Premises.

### 5.16 Sanitation, Pipes, Drains and Gutters –

- 5.16.1 The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Premises and to indemnify the Landlord for any damage caused by any breach of this stipulation.
- 5.16.2 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.3 The Tenant agrees that during the winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.4 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

### 5.17 Empty Premises

- 5.17.1 Whenever the Premises is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises, and that any Premises alarm system is activated and that any code numbers are not changed without the consent of the Landlord, such consent not to be unreasonably withheld. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord and including the costs for restoring the alarm system to an operational condition.
- 5.17.2 Not to leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Premises is

protected against the risk of damage by frost, by either draining down all water supplies in or serving the Premises and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises is vacant.

#### **5.18 Costs and expenses**

- 5.18.1 In the event of this Agreement being terminated before the end of the stated period by the Tenant in any way, the Tenant agrees to pay the full cost of re-letting the Premises and any loss of rent incurred by the Landlord as a result of the Tenant's action.
- 5.18.2 To pay the reasonable costs and expenses (including solicitor's costs) incurred by the Landlord or the Landlord's Agent in connection with any notice served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £30.00 per item sent, not excluding other reasonable costs that may also occur due to the Tenant's breach.
- 5.18.3 To pay the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

#### **5.19 Affixation of Items**

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

#### **5.20 Alterations and Redecoration**

- 5.20.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the same without the Landlord's prior written consent.
- 5.20.2 Not to permit any waste, spoil or destruction to the Premises.

#### **5.21 Inventory and Checkout**

- 5.21.1 To pay the cost of a check out of the Inventory and Schedule of Condition listing all the fixtures and fittings in the Premises and the condition thereof at the expiry or sooner termination of the tenancy.
- 5.21.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's managing Agent to check the Check-in Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional cost incurred by the Landlord or the Landlord's managing Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's managing Agent shall be final and binding on the Tenant.

- 5.21.3 To leave the Landlords contents and effects at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.
- 5.21.4 To remove all of the Tenant's belongings from the Premises at the expiry of the Tenancy. Where the Tenant fails to do so he consents to make good the reasonable storage or other similar costs to the Landlord until he fulfils this obligation.
- 5.21.5 To return the keys of the Premises to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the Premises against re-entry where the keys have not been returned.
- 5.21.6 To remove all of the tenants goods belonging to him or of the Tenants household prior to the determination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Premises at the time of expiration or sooner determination of the Tenancy, the Tenant agrees:
- 5.21.6.1 To pay the Landlord damages at a rate equal to the daily rent payable for the Premises until the Tenant has removed all such goods and;
- 5.21.6.2 To pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory (which cannot be checked until all goods belonging to the Tenant or members of his household have been removed).
- 5.21.6.3 The Tenant can remain liable for the rent and utility charges at the Premises until such time as the Premises has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the Premises.
- 5.21.7 As soon as is reasonably practicable just before or immediately after the determination of the tenancy to provide to the Landlord or Agent a forwarding or correspondence address.

## 5.22 Insurance

- 5.22.1 Not to do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and not covered by any insurance policy maintained by the Landlord.
- 5.22.2 In the event of loss or damage by fire, theft or impact or other causes immediately to inform the Landlord or his Agent and then to give full written details thereof within 3 days in order to enable the Landlord to make a claim to the Landlord's insurance company.
- 5.22.3 To hold insurance that the Landlord or his Agent considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the fixtures and fittings and effects at the Premises as described in the Check-in Inventory and Schedule of Condition.

## 5.23 Distance Selling Regulations

The Tenant's rights to a seven working day cooling off period under the **Consumer Protection (Distance Selling) Regulations 2000** will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement and paying the Rent.

**5.24 Data Protection**

Information provided under the performance of this Agreement may be shared with other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Housing Benefit departments, tracing agents and alike, and mortgage lenders.

**5.25 Miscellaneous**

5.25.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises, which might reasonably affect the Premises, the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord or his Agent.

5.25.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises.

**6. THE LANDLORD AGREES WITH THE TENANT as follows:**

**6.1 Quiet Enjoyment**

That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Premises without any unlawful interruption by the Landlord or to any person rightfully claiming to be under the trust of the Landlord.

**6.2 Insurance**

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

**6.3 Cleaning**

To have the Premises cleaned in accordance with the Agent's cleaning specification prior to the commencement of the tenancy and to provide the Tenant with a receipted invoice proving the cleaning thereof. If the Landlord does not provide a receipted invoice prior to the commencement of the tenancy the Agent will have the Premises professionally cleaned in accordance with their cleaning specification and provide a receipted invoice to the Tenant.

**6.4 Interest and Consents**

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

**6.5 Repair**

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord as are included in the said equipment and effects but not further or otherwise **PROVIDED** that this agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant like manner and **PROVIDED FURTHER** that the

Tenant shall indemnify the Landlord in respect of the cost of repairs to such installations or items resulting from misuse howsoever or by whomsoever caused.

#### 6.6 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom that he will advise the tenant of any obligations, duties or exemptions under the 'HMRC non-residents landlord scheme'. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the **Finance Act 1995** or any subsequent legislation.

#### 6.7 Safety Regulations

- 6.7.1 The Landlord confirms that the items within the Premises and as detailed within the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.
- 6.7.2 The gas appliances at the premises comply **The Gas Safety (Installation and Use) Regulations 1998** of which a copy of the safety check Record will be given to the Tenant at the commencement of the tenancy.
- 6.7.3 The electrical appliances at the premises comply with the **Electrical Equipment (Safety) Regulations 1994**.

#### 7. IT IS MUTALLY AGREED as follows:

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

#### 7.2 Stamp Duty Not Applicable

#### 7.3 Repair

This Agreement will take effect subject to the provisions of **Sections 11 to 16 of the Landlord and Tenant Act 1985** (as amended by the **Housing Act 1988**) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

#### 7.4 Insurable Risks

If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

**7.5 Reimbursement**

Where the Landlord is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the Deposit in accordance with clause 4.

**7.6 Council Tax**

The Tenant shall pay the Council Tax in respect of the said Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

**7.7 Forfeiture**

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors; or if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days; or if any of the grounds listed in **Schedule 2 of the Housing Act 1988** as amended by the **Housing Act 1996** apply being ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations contained herein.

**7.8 Notices**

7.8.1 In the event this Tenancy becomes a periodic tenancy, the Landlord agrees that the Tenant can terminate the tenancy by giving the Landlord not less than one months notice in writing to be sent by first class post or hand delivery to the Landlord or his Agent. The Tenant agrees that the Landlord can terminate the tenancy by giving the Tenant not less than two months notice in writing to be sent by first class post or hand delivery to the Tenant. It is mutually agreed that such notice period must expire at the end of a period being on the 1<sup>st</sup> of a month.

7.8.2 The provisions as to the service of notices in **Section 196 of the Law of Property Act 1925** apply and any Notices served on the Tenant will be sufficiently served if sent by ordinary first class post to the Tenant at the Tenanted Premises or the last known address of the Tenant or left addressed to the tenant at the Tenanted Premises. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

7.8.3 For the purpose of **Section 47 and 48 of the Landlord and Tenant Act 1987** the address at which any Notices (including Notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary.

**7.8.4 Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988**

**Ground 1**

The Landlord notifies the Tenant that possession of the Premises may be recovered under Ground 1 in **Schedule 2 to the Housing Act 1988**. This requires the court to order possession of the Premises where the Landlord has previously occupied the Premises as his only or principal home or requires the Premises as the only or principal home of the Landlord or the Landlord's spouse.

**Ground 2**

The Landlord notifies the Tenant that possession of the Premises may be recovered under Ground 2 of **Schedule 2 to the Housing Act 1988**. This requires the court to order possession where:

- (i) The Premises is subject to a Mortgage or charge granted before the beginning of the Tenancy; and
- (ii) The Lender is entitled to exercise a power of sale; and
- (iii) The Lender requires possession of the Premises in order to dispose of them with vacant possession when exercising the power of sale.

**7.9 Force Majeure**

The Landlord's repairing obligations referred to in clause 7.3 shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or damage by fire or tempest, flood or other inevitable accident.

**7.10 Tenancy Break Clause**

7.11.1 Both parties shall have the right to terminate the tenancy at the end of the first six month period by giving to not less than two months notice in writing to that effect and upon the expiration of such Notice this Agreement and everything herein contained shall cease and be void subject nevertheless to the right of the parties in respect of any antecedent breach of any of the covenants herein contained. The period of notice must expire at the end of a period being on the 8th of a month.

**7.11 Landlord Deposit Certification**

The Landlord/Agent hereby certifies that the information provided in paragraph [4] hereof together with the details of the deposit in clause 4.2 and the address of the Premises to which it relates is accurate to best of his knowledge and belief. The Landlord further certifies that the Tenant has been given an opportunity to sign this agreement and the documentation annexed hereto by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

Signed by the Landlord(s):

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Signed by the Witness:

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Witness full Address:

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Signed by the Tenant(s):

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Signed by the Witness:

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Witness full Address:

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DRAFT COPY ONLY