
ASSURED SHORTHOLD TENANCY AGREEMENT: ENGLAND & WALES

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996

This document is intended to create an Assured Shorthold Tenancy Agreement in accordance with Section 19a Housing Act 1988 as amended. It gives the Tenant (as defined) a right to occupy the Property (as defined) until the agreement is brought to an end in accordance with the provisions contained in that Act. The Tenant understands that the Landlord (as defined) can recover possession at the end of the Term (as defined) and may also end the tenancy early if the Tenant fails to carry out their responsibilities.

Do not sign this agreement without reading it. By signing this document you are agreeing to all the conditions in it. If you do not understand it you should seek advice from a Solicitor, Citizens' Advice Bureau or Housing Advice Centre.

This Agreement is made the day of

Between

Landlord(s):

Managing Agent: Quarters of Leeds Ltd, 25 Stanningley Road, Leeds, LS12 3AS

(being an address in England or Wales in accordance with the provisions of S48 Landlord & Tenant Act 1987 for the service of notices on the Landlord)

AND

Tenant(s):

The Property:

(Including, if applicable, the Landlord's possessions listed in the "Inventory")

Term: A term of calendar months:

From and including:

To and including the:

This Agreement creates a Tenancy which starts with a fixed term of six months and then calendar monthly periodic. The "Term" is to include any periodic tenancy following the fixed term. This guarantees both parties the rights and obligations for the fixed term and a minimum of one period.

THE PAYMENTS

The rent is

The RENT

Payable

The FREQUENCY

The Tenant must pay a deposit of £

The DEPOSIT

If the Landlord has taken a deposit it will be registered with one of the Government authorised tenancy deposit schemes (the "Tenancy Deposit Scheme") and held in accordance with the rules of that scheme (the "TDS Rules").

Full details of the scheme will be notified to the Tenant as an addendum to this agreement, within 14 days of them signing it.

ADDITIONAL INFORMATION (select as appropriate)

The property is supplied	Furnished (<i>see attached inventory</i>) Unfurnished (<i>including white goods</i>)
The Deposit is protected by	Tenancy Deposit Solutions Limited The Deposit Protection Service (DPS) A deposit has not been taken
The Tenancy is for	A room let with access to common areas Exclusive use of the whole Property as defined
Bills Included	Gas Electricity Water Rates Council Tax TV Licence

1 RENT AND OTHER CHARGES

1.1 Once this Agreement has commenced and until it is legally ended the Tenant must:

- 1.1.1 Pay the Rent in full and on the dates and in the manner agreed. If any rent or other money payable by the Tenant to the Landlord under the provisions of this Agreement remain unpaid after 14 days of becoming due the same shall be payable with interest thereon at the rate of four per cent per annum above the Bank of England base rate for the time being in force, calculated on a day to day basis from the day upon which it became due down to the date of the payment. If rent is received from a third party on the tenant's behalf, that will be accepted from them as the Tenant's agent. The Landlord will not intend to create a tenancy with any person who pays rent on the Tenant's behalf. However, the Tenant need not pay rent for any period during which the Property is uninhabitable except where the Property is uninhabitable because the Tenant or their guests or family did something (or failed to do something) which invalidated the Landlord's insurance policy in respect of the Property.
- 1.1.2 Pay all charges in respect of any gas, electric, water, sewage, telephonic or televisual services used at or supplied to the Property and Council Tax or any other similar Property tax that might be charged in addition to or replacement of it during the Term. The Tenant must arrange to be billed for these taxes and services and must pay the amounts in full and on time. The Tenant agrees to remain liable for these items after the expiry of this Agreement until the tenancy has legally ended. *If the Property is a HMO, then the Landlord rather than the Tenant will be liable for Council Tax.*

2 DEPOSIT

- 2.1 If a deposit has been provided it will be held in accordance with the TDS Rules of the Tenancy Deposit Scheme in which it has been held.
- 2.2 The Tenant is not entitled to any interest in respect of the deposit unless the TDS Rules so provide.
- 2.3 Subject to the TDS Rules, the Deposit is held to pay for any financial loss suffered by the Landlord as a result of the breach of any Tenant obligation outlined under this Agreement including non- payment of rent or utility/Council Tax bills, damage to the Property or any of the items listed on the Inventory.
- 2.4 Subject to the TDS Rules, the Landlord will return the Deposit, within four weeks, when the Tenant provides paid final accounts for gas, water, electricity, telephone and Council Tax and once the Property has been checked. If there is a disagreement this will be dealt with in accordance with the TDS Rules.

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- 2.5 The Tenant agrees to provide the Landlord with a forwarding address at the end of the tenancy to enable the return of the Deposit to the Head Tenant.

3 CONTROL OF THE PROPERTY

- 3.1 The Tenant must not do anything which causes nuisance/annoyance, invalidates the Landlord's insurance or is in any way illegal, immoral or damaging to the Property. The Tenant cannot:

- Use or threaten to use violence against a person lawfully living in the Property;
- Do anything which creates a risk of significant harm to a person lawfully living in the Property;
- Engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to a person living in the locality of the Property or engage in unlawful activity in the Property or in the locality of the Property (this includes loud music or other noise which can be heard outside the Property between 11pm and 8am or which will cause annoyance or annoy anyone at any other time);
- Use or threaten to use the Property or any common parts that you are entitled to use under this Agreement for criminal purposes;
- Put anything into the drains that may cause harm;
- Have any form of heating other than that we have provided (paraffin heaters, portable gas heaters, LPG and electric fires other than those we have provided are not allowed but electric oil-filled radiators are);
- Store any dangerous, flammable liquid or substance either inside or outside the Property;
- Leave the washing machine or dishwasher working when there is no-one in the Property;
- Block any flues or vents to the Property;
- Put rubbish anywhere other than in an internal household waste bin or in the external receptacles provided by the Local Authority for such purpose;
- Allow the gas, water or electricity to become disconnected (the Tenant must pay for reconnecting these if it was their fault they were disconnected);
- Place posters in the Property that are visible from outside the Property or that will cause damage to the Property;
- Smoke in the Property;
- Burn candles in the Property;
- Permit any visitor to stay in the Property for a period of more than two weeks within any three month period.
- Keep any cats or dogs on the Property, nor keep any other pet, animal, bird, reptile, fish, insects or the like on the Property without the Landlord's consent, which will not be unreasonably withheld.
- Keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan or trailer on the Property.
- Keep motorcycles, cycles or other similar machinery inside the Property, except in any defined outside area or garage or shed.

- 3.2 The Tenant must not breach any restrictive covenants to which the Property is subject.

The Landlord will have either a Freehold interest or a long lease on the Property and will be required to perform certain legally enforceable obligations and in turn so will the Tenant. The Tenant is required not to:

- Hold any auction on the Property;
- Reduce the amount of light that comes into the Property;
- Fix or allow to be fixed, any sign, notice advertisement or poster anywhere on the Property.

Other obligations, if any, which the Landlord is required to perform (and in turn so is the Tenant), will be notified to the Tenant as an addendum at the end of this Agreement.

- 3.3 The Tenant must use the Property as a private residence and cannot run a business at the Property or allow anyone else to do so and must not assign, sublet, charge or part with or share possession of the

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Property (unless the Landlord consents in writing).

- 3.4 The Tenant must not allow any persons other than those listed in this Agreement as a Tenant or Authorised Person to occupy the Property. If, as a consequence of breaching this term, the Landlord is fined the Tenant agrees to pay the Landlord the amount of those fines and any reasonable legal costs they have incurred as a consequence.
- 3.5 The Tenant acknowledges responsibility for the security of the Property. The Tenant must:
- Use all locks that are fitted to the Property and set the burglar alarm (if there is one) when going out;
 - Tell the Landlord if they change the burglar alarm code (in case the Landlord needs to enter in an emergency);
 - Not give a key to anyone other than a person named as a Tenant or Authorised Person under this Agreement. If at the end of the tenancy there is reasonable cause to believe that the Landlord has not had returned to him all keys to the Property, the Tenant agrees to pay the Landlord's reasonable costs for fitting replacement locks as there is a duty to make sure that future tenants are protected;
 - Not alter locks on doors or windows to the Property without giving the Landlord spare keys (these locks will become the Landlord's property at the end of this Agreement).
- 3.6 The Tenant must give the Landlord any letters, notices, orders or similar documents regarding the Property, services or utilities to the Property, or any nearby land that are addressed to the Landlord and delivered to the Property. The Tenant may send them to the address mentioned for the Landlord on Page 1 of this Agreement.
- 3.7 The Landlord's insurance policy may become invalidated if the Property is left unattended for more than 7 days. If the Tenant is going to leave the Property for longer, then they agree to make the Landlord aware of this in advance in writing.
- 3.8 With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and such other items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.
- 3.9 The Tenant shall not introduce into the Property any gas appliance without the prior written consent of the Landlord. The Tenant shall be responsible for and produce to the Landlord annually a gas safety certificate for any such appliance which may be consented to.

4 CARE OF THE PROPERTY

- 4.1 The Tenant must keep the Property and items listed in the Inventory in good condition. The Tenant should:
- Take those precautions as are reasonable in all the circumstances to prevent freezing pipes;
 - Keep surface drain covers free from leaves and other waste;
 - Promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by the Tenant, Authorised Person or by anyone they have invited into the Property;
 - Not damage walls to hang pictures, shelves and/or television brackets;
 - If there is a garden it must be kept tidy and well maintained. The Tenant must not lop, top or cut down any trees or plants or otherwise alter the general character of the garden but is required to mow the lawn, trim the hedges and weed the garden regularly;
 - Take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system;
 - Immediately notify the Landlord of any defect, disrepair or deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects, which is the Landlord's responsibility to repair as soon as the Tenant becomes aware of it (whatever may be the cause thereof). Failure to do so may result in liability to pay for further damage caused as a result of any delay. The Tenant should follow up any

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verbal notification with a letter outlining the defect or disrepair.

4.2 The Tenant cannot in any way alter the Property or items in it. The Tenant cannot:

- Remove any fixtures or fittings from the Property without the consent of the Landlord;
- Bring a waterbed into the Property;
- Redecorate without the written consent of the Landlord;
- Make an improvement or alteration to the Property without the written consent of the Landlord (the Landlord has an absolute right to refuse consent for any alterations or improvements but, if accepted, any fixtures become the property of the Landlord - this includes the erection of a satellite dish or television aerial and the carrying out of external redecoration);
- Authorise money to be spent on repairs without the Landlord's written permission (the Tenant does not have authority to commission workmen on the Landlord's behalf and should this happen the Tenant will have to pay for them unless they were acting reasonably to effect emergency repairs for which the Landlord is liable);
- Arrange for a water meter to be fitted where one is not already installed without first obtaining the Landlord's written permission, such permission is not to be unreasonably withheld;
- Prop open any fire doors in the Property and not to disable or interfere with any self-closing mechanisms.

4.3 The Tenant is liable to pay for:

- Damage to doors and windows if the police break into the Property as a result of any criminal activity by the Tenant or any person they have invited into the Property or who is permitted to live there;
- The treatment of fleas, ants, mice, wasp's nests and other pests unless it can be proved that these are a result of the Landlord being in breach of his repairing obligations or pre-date the start of this Agreement.

4.4 The Landlord is entitled to recover any reasonable costs incurred from the Tenant if it was the Tenant's fault that the loss occurred. The Tenant is liable for:

- Call-out charges incurred for visiting the Property resulting from changes to the alarm code not notified to the Landlord or the Tenant's friends or relatives not knowing the code or because the Tenant has locked themselves out of the Property;
- Call-out charges if the Tenant wrongfully requests a workman to attend the Property (i.e. no fault found where a fault has been reported) or to cover workmen's call-out charges in the event that the Tenant fails to keep an appointment made.
- The Tenant is also responsible for reconnecting or resuming utility or other services where they have been cut off, either by default of payment or specific instruction, whether during or at the end of the tenancy;
- Damage caused to alarms or lights at the Property due to a lack of electricity supply, if the lack of electricity supply was caused by the Tenant.

4.5 The Tenant agrees to:

- Regularly test fire alarms, smoke alarms and carbon monoxide detectors if there are any;
- Replace all fuses, light bulbs, fluorescent tubes and smoke-alarm batteries whenever necessary;
- Allow workmen to use any gas, water or electricity at the Property in order to carry out their work;
- Turn off the gas, water or electricity if these seem not to be working correctly;
- Immediately report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected fault with the appliances;
- Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.

5 ACCESS TO THE PROPERTY

5.1 The Tenant must allow the Landlord access to the Property at any reasonable time by prior appointment for the purpose of carrying out Gas Safety Inspections, carrying out any other inspection

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required by law, dealing with pests, inspecting the condition and state of repair or to carry out works or repairs needed to comply with his repairing obligations, or during the final 28 days of the Term, to show the Property to prospective new tenants/buyers.

For this purpose, the Landlord is entitled to have and retain keys for all the doors to the Property. The Landlord must give the Tenant at least 24 hours' notice in writing before exercising that power and may only enter if the Tenant consents (save for clause 5.2 below). In exercising this power the Landlord may authorise someone to do it on his behalf.

- 5.2 If there is an emergency and the Landlord needs to enter the Property immediately he is entitled to enter, or if necessary force entry to the Property without giving the Tenant prior notice of entry. The Landlord is entitled to ask for payment from the Tenant for any damage done in the process of forcing entry to the Property if it was the Tenant's fault that it was necessary to force entry.

6 OTHER CHARGES

- 6.1 If the Tenant is in breach, he acknowledges that he may be liable to pay reasonable costs incurred by the Landlord in addition to any interest imposed under clause 1.1.1. The Tenant agrees to the following charges which are subject to VAT at the applicable rate: -

Failure to pay rent (after 7 days)	£25.00
Failure to pay rent additional charge (after 14 days)	£25.00
Visit to property by Landlord or agent regarding rent arrears	£40.00
Solicitors Letter (after 21 days)	£75.00
Bounced cheques (each), or unpaid Direct Debit	£25.00
Replacement of lost keys, each key	£10.00
Refunds/Deposit Deductions per item	£20.00
Issue of Section 8 Notice Seeking Possession	£75.00
Extra copy of Tenancy Agreement/Inventory/Guarantor Deed (per document)	£10.00
Return of standing order not cancelled at end of tenancy	£15.00

7 OBLIGATION TO REPAIR

- 7.1 The Landlord agrees 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 Property;
 - Keep in repair and proper working order the installations in the Property for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity);
 - Keep in repair and proper working order the installations in the Property 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 Property and the locality in which it is situated.

- 7.2 The Landlord's obligations under this heading do not arise until he has been informed in writing that works or repairs are necessary. The Landlord complies with his obligations if he carries out the necessary works or repairs within a reasonable time after the day on which he becomes aware they are necessary.
- 7.3 The Landlord undertakes to have a Landlord Gas Safety Certificate in place at the start of this Agreement and to have it renewed annually by a Gas Safe registered gas fitter.
- 7.4 The Landlord undertakes to ensure that there is a valid Energy Performance Certificate at the start of the Tenancy and have it renewed every 10 years thereafter.

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8 INSURANCE

- 8.1 The Landlord agrees to insure the Property with a reputable insurance company, and keep it insured during the period of this Agreement and any time the Tenant remains in occupation of the Property. The risks that will be covered are those normally found in a comprehensive buildings policy.
- 8.2 The Landlord does not undertake to insure the property of the Tenant. The Tenant is advised to make their own arrangements about insuring their furniture and belongings.
- 8.3 Where a claim is made under the Landlord's Insurance policy and the Landlord has to pay the first part (known as the "Excess") the Tenant agrees to repay the amount of excess demanded by the Landlord's Insurers if the claim was as a result of the failure of the Tenant or someone the Tenant had invited into the Property to act reasonably.
- 8.4 The Tenant agrees to obtain a suitable Tenant's Liability Insurance policy to cover the duration of the initial fixed term, and to ensure that the same is renewed each year providing a copy of the certificate of insurance to the Landlord.

9 FORFEITURE

The Protection from Eviction Act 1922 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 has failed to remedy the breach in good time), which 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 Right of Re-entry. **For the avoidance of doubt, in order to exercise his legal rights under this clause a Landlord will first need to obtain a Court order.**

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 and at the time of the Court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly, (b) at least two months; rent unpaid where rent is payable monthly, (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly or (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 1996]);
- Ground 10 (that there is some rent outstanding both at the time of notice of the intention to commence proceedings and at the time of the Court proceedings);
- Ground 11 (that the tenant has persistently delayed paying rent which has become lawfully due);
- Ground 12 (that one of more of the obligations of the Tenant has been broken or not performed);
- Ground 13 (that the condition of the premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there);
- Ground 14 (that the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours, or that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the Property);
- Ground 15 (that the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the Property);
- 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).

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As set out in Part II of Schedule 2 to 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.

10 TERMINATING THIS AGREEMENT

10.1 The Landlord may end this Agreement by giving the Tenant at least two calendar months written notice in accordance with Section 21 of the Housing Act 1988, requiring possession of the Property on a date specified in the notice. Service of such notice will be in accordance with the provisions of S196 of the Law of Property Act 1925 and will either be given to you at the Commencement, or will be hand delivered to the Property by the Landlord or his agent. If the Landlord is aware that you have moved to another address, he will also send a copy of the notice to that address by first class post. This notice can be served at any time but possession cannot be recovered by the Landlord until the end of the fixed term or before 6 months has lapsed from the Commencement, whichever is the later.

If the Tenant gives up possession of the Property before the date specified in the notice, the Agreement ends on the date specified in the notice unless you are leaving earlier in accordance with the terms of your termination notice. Upon expiry of the Landlord's notice, he may make a claim to the court for recovery of possession of the Property.

The Landlord may end this Agreement if the Tenant forfeits and breaches any term of this Agreement. This includes the Tenant:

- Not paying rent for more than fourteen days after the date it is legally due (whether formally demanded or not);
- Or his representative supplying references which were false or misleading;
- Breaching any term of this Agreement;
- Leaving the Property empty for more than 28 days (without permission) or it seems that he has abandoned the Property;
- The Tenant becomes bankrupt, their belongings are seized by bailiffs, or they enter a voluntary arrangement with the people they owe money to. If any of these things happen the Landlord has the right to enter the Property after the bailiffs evict the Tenant following a court order for possession. The Landlord may start this process by sending you a notice in accordance with the procedure set out in Section 8 of the Housing Act 1988.

If applicable, the Landlord may also end this agreement under Grounds 1 or 2 under Section 8. If applicable the Landlord gives the Tenant notice that at some time before the start of this tenancy, the Landlord lived in the Property as his only or main home, and may need possession under Ground 1 of the Housing Act 1988; and there is a mortgage on the Property which, if not paid, may result in repossession under Ground 2 of the Housing Act 1988. If the Landlord wants to use either Ground, he will start the procedure by serving you with a Section 8 Housing Act 1988 notice. That notice is for two months and he cannot apply for a court hearing until after the two months have passed.

10.2 The Tenant may end this Agreement by giving the Landlord at least one month notice in writing that he will give up possession of the Property on a date specified in the notice. The notice must expire at the end of a rental period. The notice may be given at any time but cannot expire before the end of the Expiry of this Agreement. If the Tenant stays beyond the end of the fixed term, a new tenancy will arise that will run from month to month or week to week. If you give up possession on a date earlier than the date specified in the notice, the tenancy will end on the date specified in the notice. The notice must be sent by first class recorded delivery or handed to the Landlord.

10.3 If the Tenant is the sole Agreement holder and they die, this Agreement ends one month after his death or, if earlier, when the Landlord is given notice of the Tenant's death by authorized persons. Only the Tenant, a person authorized by the Tenant in writing or, if he is dead, his personal representative can give notice to end this Agreement.

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11 WHEN THIS AGREEMENT ENDS

11.1 The Tenant must do the following:

- Within the final 28 days of the Term, allow the Landlord to put up a 'For Sale' or 'To Let' board on the Property and allow prospective tenants and/or buyers access to view the Property at reasonable times by prior appointment;
- Give the Landlord vacant possession of the Property (the tenancy and its obligations continue, as does the Tenant's liability to pay standing charges for utilities and for Council tax, if he does not give the Landlord vacant possession);
- Permit the Landlord to dispose of anything left behind at the end of the tenancy after 7 days of the tenancy ending and the Tenant agrees to pay our reasonable costs (the Tenant agrees to pay the Landlord for any damages in having to pay a third party whose possessions are disposed of by him in accordance with this clause);
- Return any furniture that was moved during the tenancy to its original position;
- Return all keys to the Property (including any additional keys that have been cut) to the Landlord;
- Make sure the Property is in the same clean state it was when the Agreement started (subject to fair wear and tear).

11.2 The Landlord will authorize the release of any deposit to the Tenant that is not being held to cover any breach of this Agreement, within 4 weeks of the Tenant providing paid termination accounts for gas, water, electricity telephone and council tax. This is to enable the Landlord to know the details of the current suppliers and to protect the Property from becoming black-listed if the Tenant does not pay his bills.

11.3 The Tenant agrees that the Landlord can forward details about how the Tenant has conducted this tenancy to any prospective future Landlord, and to other agents, landlords, and Tenant databases.

11.4 The Tenant agrees that any forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.

12 OTHER CONDITIONS

12.1 No one else will benefit from this Agreement as permitted by the Contracts (Rights of Third Parties) Act 1999.

12.2 The Consumer Protection (Distance Selling) Regulations 2000 are excluded from this Agreement.

12.3 The Tenant permits the Landlord to discuss details relating to the Tenancy with any legitimate bodies that may have an interest in the Tenant. Specifically, the Tenant permits the Landlord to discuss the details of any Housing Allowance claim with the Local Authority.

12.4 If any term of this Agreement cannot be enforced or is found to be unfair, it does not affect the other terms of the Agreement.

12.5 Where the context so admits:

- References to the 'Landlord' includes the persons from time to time entitled to receive the rent including any Managing Agent that the Landlord may instruct to act on his behalf;
- References to the 'Tenant' also include any persons deriving title under the Tenant.

12.6 All references to the singular shall include the plural accordance with the Law and vice versa and the obligations/liabilities of more than one person shall be "joint and several" (which means that, for example, they will each be liable for all sums due under this Agreement and not just for a proportionate part of it).

12.7 This Agreement is governed by and should be read in accordance with the Law of England and Wales.

Tenant Initials _____

Landlord Initials _____

13 GUARANTOR WARRANTY

- 13.1 The Guarantor, if there is one, guarantees that the Tenant will meet his obligations under this Agreement. During the tenancy, the Tenant(s) named on Page 1 of this agreement will pay the rent and meet the conditions of this Agreement. If the Tenant does not meet their responsibilities under this Agreement, the Guarantor will pay the losses lawfully due to the Landlord on demand. The Guarantor will also pay the Landlord's reasonable legal costs in taking anyone who is involved in this Agreement to court to get a court order for regaining possession of the Property, or compensation for losses the Landlord has suffered under this Agreement. The Guarantee will stay in force for as long as the Tenant continues to live in the Property and until the tenancy has ended. 'Ended' here means either all the keys to the Property are returned, or County Court bailiffs repossess the Property.
- 13.2 The Guarantor should be given a draft copy of the proposed Agreement and to avoid fraud, the Guarantor must provide positive proof of his identity. A copy of a driving licence with a photograph or a copy of his passport is acceptable.

14 ADDITIONAL CLAUSES

- 14.1 The Landlord or the Landlord's Agent will be entitled to make a charge (reasonable but no less than £25) if attendance is required at the Property due to the loss of keys or the Tenant(s) being locked out. If attendance at the Property is required due to the foregoing between the hours of 5.30pm and 9.00am a fee in the amount of £50.00 will be charged to the Tenant(s) for this service. Payment must be made in cash to the Landlord or the Landlord's Agent prior to the Property being opened.
- 14.2 All appliances supplied at the start of the tenancy come with no warranty and all repairs are the responsibility of the Tenant. Furthermore, the appliances will not be replaced when non-repairable. The only exception is where the appliance is used to cook food.

Tenant Initials _____

Landlord Initials _____

I/We hereby agree the foregoing

Signed by
Landlord Name

Date

In the presence of:

Name

Address

Witness Signature

Signed by
Tenant 1 Name

Date

In the presence of:

Name

Address

Witness Signature

Signed by
Tenant 2 Name

Date

In the presence of:

Name

Address

Witness Signature

Tenant Initials _____

Landlord Initials _____