



COMPANY TENANCY AGREEMENT

[This document should not be used to create a tenancy where the initial fixed term is to be for more than three years; you should consult a Solicitor, as such an agreement must be created by Deed]

(ISSUE 1)

IMPORTANT

This tenancy agreement is for letting furnished or unfurnished residential accommodation that are **not** included in the provisions of the Housing Act 1988 as amended by the 1996 Act. The type of tenancy created will depend on the intents of the parties and the surrounding circumstances.

Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.

Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing

Finding Your Way around this Agreement

This Agreement has been divided into 8 Parts. Each Part is formed from a number of separately numbered clauses some of which have been grouped together under a heading designed to tell you what the clauses are about.

Part I This Part explains how Terms used within this Agreement are to be interpreted.

Part II Describes who is bound by the Terms of this Agreement and identifies the Premises to be let under this Agreement.

Part III Sets out the main Terms of this Agreement. Each numbered clause begins with a brief heading designed to tell you what the clause is about.

Part IV Explains how the Security Deposit will be dealt with by the Landlord at the end of the Tenancy.

Part V Sets out the Tenant's promises to the Landlord, which must not be broken during the Tenancy.

Part VI Sets out the Landlord's promises to the Tenant, which must not be broken during the Tenancy.

Part VII Sets out the rules that will govern when the Tenancy may be brought to an end.

Part VIII Sets out the special conditions negotiated between the Landlord and the Tenant

Part I: Definitions & Interpretation

Landlord(s) - include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Premises. It may also include anyone acting as the Landlord's letting agent, rental collection agent, or managing agent.

Tenant - includes anyone entitled to possession of the Premises under this Agreement whether an individual or Company. Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

Premises - includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

Fixtures & Fittings - include references to any of the fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

Inventory & Schedule of Condition - is the document drawn up prior to the commencement of the Tenancy by the Inventory Clerk which shall include the Fixtures & Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition (which are attached to this document).

Term of Tenancy - (set out in clause 1 of this Agreement) includes any extension or continuation of the contractual Tenancy or any periodic Tenancy arising after the expiry of the original Term.

Deposit - is the money used to provide the Landlord with security in the form of a reserve fund in the event of damage and/or default on the part of the Tenant.

Notice Period - is the amount of notice that the Landlord must give the Tenant and vice versa.

Stamp Duty - is the duty payable to the Stamp Office on the signing of this Agreement.

Emergency - means where there is risk to life or damage to the fabric of the Premises or Fixtures & Fittings contained therein.

Water charges - include references to water sewerage and environmental service charges.

Superior Landlord - means the person for the time being who owns the interest in the Premises, which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.

Head Lease - sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

Agent - Any letting or managing Agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord. References to the singular include the plural and references to the masculine include the feminine. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

Part II: The Parties to this Agreement

THIS AGREEMENT IS MADE on the

THIS AGREEMENT IS MADE BETWEEN

A.

("the Landlord")
of

and

B.

("the Tenant")
of

AND IS MADE IN RELATION TO PREMISES AT:

("the Premises")

Part III: The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of ' ' months. The Tenancy shall start on (and include) the ' ' and shall end on (and include) the ' '.

2. The Rent.

The Tenant shall pay £ ' ' per month. Rent is payable in advance and is due in cleared funds on or prior to the ' ' of each month by standing order mandate. The first payment (or proportionate part) is to be made in cleared funds on the signing of this agreement.

3. The Deposit.

The Tenant shall pay in cleared funds on or before the signing of this Agreement, ' ' as a Deposit. The deposit will be held by the landlord as stakeholder. At the end of the Tenancy the Deposit shall be returned to the Tenant subject to the possible deductions set out in Part IV of this Agreement.

Note: The statutory deposit scheme set out under the provisions of the Housing Act 2004 does not apply to this tenancy.

4. Fixtures & Fittings.

The Tenancy shall include the Fixtures & Fittings in the Premises including all matters specified in the Inventory & Schedule of Condition.

5. Type of Tenancy.

This Agreement falls outside the scope of the Housing Act 1988.

6.

Part IV: Dealing with the Deposit

The following clauses set out:

- **what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;**
- **what the Tenant can expect of the Landlord when the Landlord deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord as a Deposit at the conclusion of the Tenancy; and**
- **the circumstances in which other monies may be requested from the Tenant.**

1. Any interest earned on The Deposit will not belong to the Tenant.

2. After the Tenancy the Landlord is entitled to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 6.6.

3. The Landlord shall notify the Tenant in writing of any deduction made under this Part of the Agreement. That notice shall specify the amounts deducted and the reasons for any deductions made.

4. At the end of the Tenancy the Landlord shall return the Deposit (subject to any deductions made under this Part of the agreement) as soon as reasonably practicable. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant at his last known address.

5. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Part exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

6. The Landlord may deduct monies from the Deposit (as set out in clause 6.2) so as to compensate the Landlord for losses caused for any or all of the following reasons as a result of:

- any damage to the Premises and Fixtures & Fittings caused by the Tenant or resulting from any breach of the Terms of this Agreement by the Tenant;
- any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence as set out in the Special or Additional clauses)
- any instalment of the rent which is due but remains unpaid at the end of the Tenancy
- any other breach by the Tenant of the Terms of this Agreement
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises
- any unpaid telephone charges.

7. The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this agreement on the ground that the Landlord holds the Deposit or any part of it.

8. If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit (or any part of it).

9. It is agreed that the Tenant will be responsible for charges made by the Inventory Clerk to check the inventory at the end of the tenancy (paid in advance at the start of this agreement) and the Landlord responsible for charges made to check the inventory at start of the tenancy. Also that the Inventory clerks report in respect of dilapidations shall be final and the agent shall not be held responsible in any way to arbitrate the matter.

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in Part III. If any of these Terms are broken, the Landlord may be entitled to deduct monies from the Deposit (as set out in Part IV), claim damages from the Tenant, or seek the courts permission to have the Tenant evicted from the premises, because of the breach.

General.

1. Any obligation of the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any other person or persons to do or not to do that thing.

8. Paying Rent.

1. To pay the rent as set out in clause 2 of this Agreement whether or not it has been formally demanded. The rent shall be paid by the Tenant by Standing Order.

2. To pay interest on any payment of rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the rent was due until the date on which the rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

9. Further Charges to be paid by the Tenant.

1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord where the Landlord has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflected in period of time that this Agreement was in force:

- gas
- water (including sewerage and other environmental services)
- electricity
- telecommunications
- council tax

3. The Tenant will pay/indemnify the Landlord and/or his Agent for all reasonable costs (including legal fees) incurred by the Landlord as a result of 1) failing to pay the rent as and when it falls due and/or 2) breaching any of the Tenants obligations in this tenancy and/or 3) failing to vacate the Premises following service of a notice. For avoidance of doubt, this shall include costs incurred whether or not Court proceedings are issued.

4. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

10. The Condition of the Premises: Repair, Maintenance and Cleaning.

1. To keep the interior of the Premises and the Fixtures & Fittings in the same repair, decorative order and condition throughout the term as at the start of the Tenancy. The Tenant is not responsible for the following:

- fair wear and tear
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or anyother person residing, sleeping in or visiting the Premises
- repairs for which the Landlord has responsibility (these are set out in clause 22.3 of this Agreement).

2. To inform the Landlord as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in Clause 22.3 of this Agreement by delivering or posting a written notice to this effect to the Landlord's address (as set out in clause 26.1).

3. To keep the Premises and Fixtures & Fittings clean and tidy throughout the Term and to pay for the professional cleaning of the Premises at the end of the Tenancy to the same specification to which the Premises and Fixtures & Fittings were cleaned prior to the start of the Tenancy.

4. To test at regular intervals any battery operated smoke alarms 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 or his Agent. The smoke alarm should not be switched off and with the exception of battery replacement should not be tampered with

5. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant.

6. To take all adequate precautions (including any specifically required by the Landlord) to prevent damage occurring to any pipes, gutters, drains or other installation in the Premises to include any damage that may be caused by frost.

7. To keep the garden in the same character, weed free and in good order.

8. To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this section of this Part of the Agreement.

9. Where the Tenant is required to carry out repairs or other works under this Part of the Agreement the Landlord will give the Tenant written notice of those repairs so that the Tenant can elect whether to carry out such work within one month (unless a shorter period is justified) or whether to authorise the Landlord to carry out the work at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises with workmen to carry out such repairs or other works and may charge the reasonable cost of such work to the Tenant.

10. To remove all rubbish from the Premises and dispose of it through the services provided by the Local Authority.

11. To test at regular intervals any battery operated carbon monoxide alarm in the premises and replace any battery in the 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 or his Agent. The carbon monoxide alarm should not be switched off and with the exception of battery replacement should not be tampered with.

11. Insurance.

1. Not to do or fail to do anything that leads to the policy of insurance on the Premises, or Fixtures & Fittings not covering (in full or in part) the losses otherwise covered by the policy. The Certificate and Policy of Insurance held by the Landlord may be inspected by the Tenant prior to signing this Agreement and thereafter on reasonable written notice being given.

2. To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with Clause 11.1 of this Agreement.

3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures & Fittings and to provide the Landlord or his Agent with written details of such loss or damage within 3 days of that loss or damage having occurred, and to be responsible for the payment of any insurance excess incurred by the Landlord resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

12. Access and Inspection.

1. To allow the Landlord or his Agent (or any superior Landlord) to enter the Premises with or without workmen and with all necessary equipment. Other than in the case of an emergency, the Landlord shall give the Tenant not less than 24 hours written notice. The Tenant is only required to allow such access when:

- the Landlord has complied with giving notice under clause 12.1 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause
- the Landlord seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 22.3 of this Agreement)
- the Landlord wishes to inspect the Premises

2. To permit the Premises to be viewed at all reasonable times during normal working hours following a request by any person who is (or is acting on behalf of) a prospective purchaser or Tenant of the Premises. And within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the premises with prospective Tenants or purchasers, by prior arrangement with the Tenant.

3. To allow the Landlord to erect "for sale" or "to let" signs at the Premises.

4. The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or occupier of the premises or any person being a servant of the Tenant or being on the premises with his express or implied permission (other than in respect of damage caused by the negligence of any employee or agent of the Landlord) or occurring to the said premises or to the fixtures or property of the Tenant or any such person therein by reason of any defect in the premises.

13. Assignment.

1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's prior written consent, which shall not be unreasonably withheld.

2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenants employee in this Agreement and any permitted children to occupy or reside in the Premises unless the Landlord has given written consent, which shall not be unreasonably withheld.

14. Use of the Premises.

1. To use the Premises for the purpose of a private residence and not for business purposes.
2. Not to use the Premises for any illegal purpose.
3. Not to use or consume or allow to be used or consumed any of the drugs set out in the Schedules of the Misuse of drugs Act 1971 or any other substance which is, or becomes, prohibited or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.
4. Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Premises or to any neighbouring, adjoining or adjacent Premises or the owners or occupiers thereof. This shall include any nuisance caused by noise.
5. Not to decorate or make any alterations or additions to or in the Premises without the prior written consent of the Landlord.
6. Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
7. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord and to meet all costs of installation, removal and repair of any damage done as a result.
8. Not to hang washing outside the Premises other than in places permitted for this purpose or in places consistent with local practice.

15. Utilities.

1. To notify the suppliers of gas, water, electricity, council tax and telephone services to the Premises that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name(s) of the Tenant and to provide the suppliers with meter readings.
2. To notify the suppliers of gas, water, electricity, council tax and telephone services to the Premises at the determination of the Tenancy and to provide the suppliers with meter readings and a forwarding address.
3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
4. To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.
5. To pay to the Landlord all costs incurred in connection with the re-connection of any such service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with Clause 9.2 or by anything done or not done by the Tenant.
6. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.1 and to the local authority.

16. Leaving the Premises Empty.

1. To notify the Landlord in writing before leaving the Premises vacant for any continuous period of one month or more during the Tenancy.
2. To comply with any conditions set out in the Landlord's Policy of Insurance relating to empty Premises, a copy of which the Landlord will provide to the Tenant on request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under Clause 16.1 of this Agreement.

17. Locks.

1. Not to install or change any locks in the Premises without the prior written consent of the Landlord, except in an emergency.
2. Not to have any further keys cut for the locks to the Premises without notifying the Landlord in writing of the number of additional keys cut.
3. At the end of the Tenancy (whether before or after the term of this Agreement) to return all keys to the Landlord. The tenant shall pay the Landlord the reasonable cost of replacing the locks to the Premises where any keys given to the tenant or subsequently cut are not returned to the Landlord.
4. To ensure that all windows and doors are properly secured and that any alarm system supplied by the Landlord is set at all times.

18. Garden.

1. To allow any person(s) authorised by the Landlord or his Agent access to the Premises for the purpose of attending to the garden and any other purposes.

19. House Plants.

1. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any houseplants that have been left in the Premises that have died.

20. Car Parking Space.

1. To park private vehicle(s) only at the Premises. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Premises.

21. Refuse.

1. To remove all rubbish from the Premises and to place it in a plastic bin liner and put it in the dustbin or receptacle provided.

22.**Part VI: Further Conditions to be Kept by the Landlord**

The following clauses set out what is expected of the Landlord during the Tenancy in addition to the main Terms found in Part III. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

1. To allow the Tenant to peaceably hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagees, insurers, or others). And to pay the ground rent of the premises (if any) and to pay and keep the Tenant indemnified against payment of all rates assessments impositions and outgoings payable other than those in respect of which the Tenant is liable under this agreement provided that such indemnity shall exclude any sum or sums which may fall due or be payable from time to time by the Tenant hereafter in respect of any Local Authority Council Tax or such other personal or property tax that may be substituted by any enactment which thereafter shall be payable in full by the Tenant.

3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises 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 water heating but not other fixtures, fittings, and appliances for making use of the supply of water and electricity). This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2. Where the Tenant carries out work that would otherwise fall to be done by the Landlord under this clause, the Landlord will only repay the reasonable costs when the work was carried out as an emergency.

4. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer and provide a copy of the certificate to the Tenant. The Landlord will insure and keep insured the premises and contents and the Tenant will be responsible for insuring their own furniture and personal belongings.

5. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures & Fittings except that the Tenant shall pay to the Landlord the cost of any such repairs resulting from misuse or lack of maintenance by the Tenant or the Tenant's visitors.

6. To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

7. To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate will be given to the Tenant at the start of the Tenancy.

8. To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

9. To ensure that as a minimum a battery operated smoke alarm is provided on each floor of the premises. Where a hard wired smoke alarm is required to ensure that the hard wired alarm is fitted to each floor of the premises.

10. To ensure that a functioning audible carbon monoxide detector is fitted to every room where a solid fuel burning appliance is installed

23.**Part VII: Interrupting or Ending this Agreement**

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end. This Part also sets out the meaning to be given to some words used within this Agreement.

Ending the Tenancy and Forfeiture

Subject to the condition that a Landlord must obtain a court order for possession of the premises before re-entering the premises; if the Tenant does not:

1. If at any time:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement,

then the Landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the premises.

2. Whether or not possession is sought under paragraph 23 of this Agreement, the Landlord may, at any time, give the Tenant at least 1 period's notice of his intention to ask a court to return possession of the Premises to the Landlord at the end of, or after the Term of this Tenancy as set out in paragraph 1 of this Agreement.

3. If the Tenant vacates the Premises during the Term the Tenant will remain liable to pay rent and any other monies payable under this Agreement until the Term expires whether or not the Tenant chooses to continue occupying the Premises.

4. Where the Premises are left full of bulky furniture or other discarded items of property belonging to the Tenant they shall remain liable for rent and other monies under this Agreement until they are removed from the Premises.

5. Where small items are left and they can be easily moved and stored the Landlord may elect to remove them from the Premises. The Tenant will be responsible for meeting all reasonable removal / storage charges. However, such charges will only be incurred where the Landlord has given the Tenant written notice that he considers that items have not been cleared and the Tenant has failed to collect the property promptly thereafter.

6 At the conclusion of the Tenancy, the Landlord shall arrange for the items contained in the Inventory & Schedule of Condition to be checked. The Tenant shall allow such checks to take place following receipt of reasonable notice from the Landlord.

7. In the event that the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this agreement prior to the expiry of the term and without prejudice to all claims by the Landlord against the Tenant at common law or otherwise to pay to the Landlord the full cost of re-letting the premises (including all agents fees and disbursements) and all and any loss of rent or other monies incurred by the Landlord as a result of the same.

24. Interruptions to the Tenancy

1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant or his visitors.

2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

25. Data Protection Act 1998

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 departments, 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.

26. Notices

1. The Landlord has notified the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:

2. The Tenant shall as soon as reasonably practicable deliver or post on to the Landlords address as stated on page 3 of this agreement, any notice or other communication which is delivered or posted to the Premises.

3 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 shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises.

The Tenant hereby acknowledges receipt of the above notice given to him prior to the signing of this agreement and his signature hereon is receipt of same.

27. Additional Gardening Clause

The Tenant agrees not to change the layout of the garden in any way.

28. Forwarding address

The Tenant agrees to supply the Landlord or the Landlord's Agent with a forwarding address at the end of the tenancy.

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31. Part VIII: SPECIAL CLAUSES INDIVIDUALLY NEGOTIATED BETWEEN THE PARTIES

This Agreement shall be effective and legally binding when signed below. Photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as well as or in absence of an ink-signed original.

Pets Exclusion - The Tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the premises nor to allow his invited guests or visitors to do so.

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

The Tenants agree to pay £100.00 + VAT to cover the administrative costs to the Landlord's Agents should the Agreement be renewed or extended for any period.

The Tenant authorises the Landlord or his Agent to release their contact details to contractors that may be required to attend the property during the course of the tenancy in relation to maintenance issues that have been raised by the Tenant or the Landlord or his Agent.

This is a fixed term tenancy agreement for the period specified. There is no provision for the Tenant/s or the Landlord/s to terminate the agreement before the expiration of the fixed period, unless it is in accordance with current legislation. In the event that both parties agree to vary this clause rent will be due up until the end of this agreement or when the Landlord or a new Tenant takes possession of the said premises. In addition, if the request to vary this clause was at the request of the Tenant or the Landlord has to take legal action to repossess the Premises due to the Tenants breach of contract, the Tenant will reimburse the Landlord the letting commission from the date of early termination until the date that this contract was originally due to expire.

Both parties agree that the cost of a professional inventory and check in (if any) is to be met by the Landlord. The cost (£120.00 plus VAT) of a professional check out (if any) is to be met by the Tenant/s.

The Tenants agree to aim to vacate the premises prior to 12.00 midday on their agreed expiry date.

The Landlord confirms that he/she has been granted approval from his/her mortgage and insurance company (if the Landlord has a mortgage or insurance policy) to allow the Tenancy to sublet to a third party.

It has been agreed that the First six weeks will be rent free for the Tenant.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

The Tenant agrees to waive any right the Tenant has to cancel this Agreement within the 14 working days cooling off period commencing from the date of this Agreement and allowed under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

BY SIGNING THIS AGREEMENT ALL PARTIES HAVE AGREED TO ADHERE TO THEIR OBLIGATIONS AS MENTIONED IN THIS AGREEMENT AND THE SPECIAL CLAUSES INDIVIDUALLY NEGOTIATED BETWEEN THE PARTIES AS SET OUT ABOVE

LANDLORD(s)

Signature:

Name:

TENANT(s)

Signature:

Name:

DO NOT COPY

LETTER OF GUARANTEE

This Guarantee is made between ' ' of the first part ("the Landlord") and ' ' of the second part ("the Guarantor").

IT IS HEREBY AGREED THAT:

1. In consideration of the Landlord agreeing at my/our request to accept ' ' as the Tenant ("the Tenant") of the Premises known as ' ' ("the Premises") upon the terms and conditions of the agreement annexed here to ("the Agreement") the Guarantor hereby agrees to fully indemnify the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement (or any extension or continuation thereto including any rental increase agreed between the Landlord and the Tenant provided the Guarantor is notified of such increase upon the signing of any extension document or the service of any notice pursuant to Section 13 of the Housing Act 1988) by the Tenant or any person acting on his behalf.
2. No forbearance on the part of the Landlord or any surrender of the Agreement by the Tenant shall relieve the Guarantor of his liability.
3. This Guarantee shall continue throughout the period that the Premises is occupied by the Tenant or any licensee and is not limited to the term specified in the Agreement.
4. This Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.
5. If the Tenant defaults during the initial Term or any extension or renewal of this Agreement or in the event of the Tenant being declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
6. It is agreed that the Guarantor's liability is joint and several with the Tenant under these Clauses and will not be discharged or affected by any act, neglect, forbearance or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accrued at the date of Surrender will continue unaffected.
7. The Guarantor confirms that he understands and accepts all the obligations and duties imposed upon him as Guarantor under this Agreement and any renewal or extension whether fixed term or periodic of that Agreement.
8. The Guarantor agrees to waive any right the Guarantor has to cancel this Agreement within the 14 working days cooling off period commencing from the date of this Agreement and allowed under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Signed by:

Name of guarantor