

**ASTON
CHASE**

PS

Produced by
PainSmith Solicitors

AGREEMENT FOR A COMMON LAW TENANCY

Important Notice

This document contains the terms of the Tenancy of **insert property address**. It sets out the promises made by the Landlord and the Tenant to each other. The prospective Tenant **should read this document carefully and thoroughly**.

The prospective tenant should also ask to be shown a copy of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that have not been agreed and that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives consent to the Tenant to carry out any action under this Agreement.

If either party is in any doubt about the content or effect of this Agreement, it is recommended that independent legal advice is sought before signing.

Initials: _____ (Landlord)

_____ (Tenant)

Definitions and Interpretation

1. "Landlord" means 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.
2. "Tenant" means anyone entitled to possession of the Premises under this Agreement.
3. "Joint and several" means when more than one person comprises 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. It also means that if there is a guarantor the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
4. "Agent" means Aston Chase Limited whose address is 69-71 Park Road, London, NW1 6XU or anyone who subsequently takes over the rights and obligations of the Agent.
5. "Premises" means 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 includes the use of common access ways and facilities.
6. "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
7. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant at the start of the Tenancy after the Check In of the Inventory and Schedule of Condition if applicable.
8. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any periodic Tenancy arising after the expiry of the original Term.
9. "Deposit" means the money held by the Agent in a Stakeholder capacity during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.
10. "Stakeholder" means that deductions can only be made from the Deposit by the Agent at the end of the Tenancy with the written consent of both parties.
11. "Stamp Duty Land Tax" means the duty payable by the Tenant to the Stamp Office on the signing of this Agreement if the Rent exceeds the threshold after deduction of the discount. Further information can be obtained from the Her Majesty's Revenue and Customs website on www.hmrc.gov.uk/so.
12. "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.
13. "Inventory Clerk" means the individual hired by the Landlord or the Agent to compile the Inventory and carry out the Inventory check in and Inventory check out.

Initials: _____ (Landlord)

_____ (Tenant)

14. "Household" mean members of the same family including married couples, same sex partners and related persons.
15. References to the singular include the plural and references to the masculine include the feminine.
16. The Tenant and Landlord agree that the laws of England and Wales and the Court of England and Wales shall apply to this Agreement.
17. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or Tenant and are for reference purpose only.

The Parties to this Agreement

DATED:

THIS AGREEMENT IS MADE BETWEEN

A. Landlord Name
of Landlord Address
("the Landlord")

AND

B. Tenant Name
of Tenant Address
("the Tenant")

AND IS MADE IN RELATION TO THE PREMISES AT:

Insert property address

Excluding/Including (exclude/include any part of the Premises not forming part of or forming a special part of the Tenancy.

("the Premises")

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of x years and x months. The Tenancy shall start on (and include) the x date and shall end on (and include) the y date **but subject to clause if applicable (insert break clause number if applicable).**

Initials: _____ **(Landlord)**

_____ **(Tenant)**

2. The Rent.

The Tenant shall pay to the Landlord or the Agent £per month, ("the Rent") payable in advance exclusive of council tax, utilities and water charges. The first payment shall be made on the >. Thereafter, payments shall be made on the > day of each month.

OR (use this clause if all rent is paid in advance). The Tenant shall pay to the Landlord or the Agent £ per month, ("the Rent") payable in advance **in one instalment being £(insert total amount for the period) for the period from and including x date to and including y date** "the period" exclusive of council tax, utilities and water charges, telephone and other fuels or telephonic charges.

3. The Deposit.

The Tenant shall pay to the Agent on the signing of this Agreement, £ as a Deposit which shall be held by the Agent as stakeholder. At the end of the Tenancy the Landlord or the Agent shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

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

5. Type of Tenancy

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

Dealing with the Deposit

6.1 The Agent shall place the Deposit in a nominated client account as soon as reasonably practicable. The interest will be retained by the Agent at the end of the Tenancy and any agreed balance of the Deposit (subject to the clauses below) will be returned to the Tenant.

6.2 After the Tenancy the Landlord or the Agent is entitled with the written consent of the Tenant, 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.

6.3 The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

6.4 At the end of the Tenancy the Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one person forming the Tenant the Landlord may return the Deposit by cheque to any one person forming the Tenant at his sole discretion, to the last known address of that person. That person forming part of the Tenant will hold the Deposit in trust for all others forming the Tenant.

6.5 If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement 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.

6.6 The Landlord may deduct monies from the Deposit (as set out in clause 6.1) to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;

Initials: _____ (Landlord) _____ (Tenant)

- any damage caused or cleaning required as a result of any pet occupying the Premises whether or not the Landlord consented to its presence as set out in this Agreement;
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord or the Agent by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water including sewerage and environmental charges, electricity gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone satellite VOIP, broadband or related charges.

6.7 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 or the Agent holds the Deposit or any part of it.

Obligations of the Tenant

The Tenant agrees as follows:

General

- 7.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor or other person to do or not to do that thing.
- 7.2 To be responsible and liable for all the obligations under this Agreement as a joint and several person forming the Tenant if the Tenant forms more than one person if applicable, as explained in the Definitions.

Paying Rent

- 8.1 To pay the Rent as set out in clause 0 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **standing order** to **Aston Chase, Royal Bank of Scotland, Sort Code: xx-xx-xx, Account Number xxxxxxxx**, in the name of **x**
- 8.2 To pay interest on any payment of Rent not made as set out in clause 0 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. Interest will be charged at 4% above the base rate of the Bank of England.

Further Charges to be paid by the Tenant

- 9.1 To pay the council tax (or any similar charge which replaces it) for the Premises either directly to the local authority, or by paying that sum to the Landlord or the Agent where the Landlord or the Agent has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for the following services that reflects the period of time that this Agreement was in force:
- Gas;
 - Water including sewerage and other environmental services;
 - Electricity;

Initials: _____ (Landlord)

_____ (Tenant)

- Any other fuel charges;
- Telecommunications including broadband, other telephone, broadband, or cable suppliers and VOIP telephone usage.

9.3 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord or the Agent or awarded by the Court for the following:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any notice relating to any major breach of this Agreement whether or not court proceedings are brought;
- any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Premises early apart from according to a break clause.

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

9.5 To pay the television licence regardless of the ownership of the transmission equipment.

9.6 To pay, if applicable for service contracts costs of any telephone line and Redcare linked to a burglar alarm system at the Property.

9.7 To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy.

9.8 To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed initial appointment.

9.9 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant any contractors, or any visitors.

9.10 Stamp Duty Land Tax is payable to the HMRC if your tenancy term is less than seven years and the calculated net present value (NPV) of the rent paid is over £125,000.00 or if a premium is paid. The figure used is a cumulative figure meaning it might be two or three years into your tenancy that you might be liable to pay this tax. The first £125,000.00 rental paid is exempt and tax is only liable on any rental paid over this amount. HM Revenue & Customs have a NPV calculator on its website www.hmrc.gov.uk/tools/sdlt/leases.htm. You will need to notify the HMRC of your tenancy should you be liable to pay SDLT of if you have any queries on the payment of this tax.

9.11 To pay the reasonable cost of the 'Check Out' of the Inventory and Schedule of Condition at the end of the Tenancy, which may be deducted from the Deposit.

9.12 To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything of seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

The Condition of the Premises: Repair, Maintenance and Cleaning

10.1 To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same repair, decorative order and condition throughout the Term as at

Initials: _____ (Landlord) _____ (Tenant)

the start of the Tenancy as noted in the Inventory and Schedule of Condition. 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, any visitors, or any other person residing, sleeping in or visiting the Premises;
 - repairs for which the Landlord has responsibility (these are set out in this Agreement).
- 10.2** To inform the Landlord promptly as soon as the Tenant is aware of any repairs or other matters falling within the Landlord's obligations to repair by delivering or posting a written notice to the Landlord's address as set out in the clause referring to the address under the Landlord and Tenant Act 1987 sections 47 and 48.
- 10.3** To ensure that the Premises and Fixtures and Fittings are kept reasonably clean and tidy throughout the Term.
- 10.4** To arrange for the inside and outside of the easily accessible windows at the Premises to be cleaned regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.5** To arrange for the chimneys at the Premises to be cleaned once a year and at the end of the Tenancy (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.6** To keep all smoke alarms and carbon monoxide detectors (if any) in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 10.7** To arrange for all smoke alarms and carbon monoxide detectors to be tested monthly and to inform the Landlord promptly if the smoke alarm or carbon monoxide detectors require replacement, maintenance or repair.
- 10.8** To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant or any visitors to the Premises.
- 10.9** To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost provided the pipes and installations were adequately insulated at the start of the Tenancy.
- 10.10** To arrange for all electric light bulbs, fluorescent tubes and fuses to be replaced as and when necessary.
- 10.11** To make good, or pay for, any failure by the Tenant or any other person to comply with the obligations set out in this Agreement.
- 10.12** To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing except in the case of an emergency) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

Initials: _____ (Landlord)

_____ (Tenant)

- 10.13** To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 10.14** To ensure that all reasonable precautions are taken to prevent condensation at the Premises by keeping the Premises ventilated and heated.
- 10.15** To pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant or any visitors to the Premises.
- 10.16** To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant or any visitors to the Premises.
- 10.17** To use the water softener, if applicable throughout the Tenancy. To ensure that the water softener is filled with salt as and when necessary as specified in the written instructions.

Insurance

- 11.1** Not to do or fail to do anything or allow any other person to do or fail to do anything that leads to the policy of insurance on the Premises or the Fixtures and Fittings not covering (in full or in part) the losses otherwise covered by the policy. The relevant sections of the certificate and policy of insurance held by the Landlord will be given to the Tenant prior to signing this Agreement or thereafter.
- 11.2** To pay to the Landlord all increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.1 of this Agreement.
- 11.3** To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings and provide the Landlord or the Agent with written details of such loss or damage within three days of that loss or damage having occurred
- 11.4** To insure all items belonging to the Tenant that are in the Premises with a reputable insurer. The possessions of the Tenant are not covered by the Landlord's insurance policy.

Access and Inspection

- 12.1** To allow the Landlord, the Agent, any Superior Landlord, his agent, contractors, or authorised professional advisers to enter the Premises upon giving at least 24 hours' notice in writing with or without workmen and with all necessary equipment. The Tenant is only required to allow such access when:
- the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause;
 - the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in this Agreement);
 - a professional adviser has been appointed by or authorised by the Landlord, the Superior Landlord, or the Agent to visit or inspect the Premises;
 - the safety check of the gas appliances is due to take place;
 - the Landlord, the Agent or any Superior Landlord wishes to inspect the Premises;
 - to comply with statute.
 - to potential purchasers in the event that the Landlord wishes to sell or otherwise deal with the reversion of the Property subject to the Tenancy at any time during the Tenancy.

Initials: _____ (Landlord)

_____ (Tenant)

12.2 To permit the Premises to be viewed for Lettings in the last two months of the Tenancy at all reasonable times by prior appointment, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, by any person who is (or is acting on behalf of) a prospective purchaser or tenant of the Premises.

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

Assignment

13.1 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 consent, which shall not be unreasonably withheld.

13.2 Not to take in lodgers or paying guests or permit any person to occupy or reside in the Premises unless the Landlord has given consent, which shall not be unreasonably withheld.

Use of the Premises

14.1 To use the Premises only as a private residence for the occupation of the Tenant, his immediate family and personal staff, and not for business purposes.

14.2 To agree that the Premises are let on the condition that they are occupied by the named tenant including children who form one household.

14.3 Not to register a company or run a business at the address of the Premises.

14.4 Not to use the Premises for any illegal or immoral purpose.

14.5 Not to hold or allow any sale by auction at the Premises.

14.6 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law.

14.7 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If in breach of this clause there is smoking in the Premises the Tenant agrees to pay for the washing down of the walls, cleaning of carpets, curtains and any other Fixtures and Fittings and any redecoration required to rid the Premises of the odour of nicotine.

14.8 Not to use the Premises or allow others to use the Premises which causes a nuisance, annoyance or damage to the Landlord or to any neighbouring, adjoining or adjacent property or owners or occupiers of them; including any nuisance caused by noise.

14.9 Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord in writing which will not be unreasonably withheld.

14.10 Not to remove the Fixtures and Fittings of the Premises or to store them or place them within or outside the Premises which could lead to damage or deterioration of the items.

14.11 Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

14.12 To meet all costs of installation, removal and repair of any damage done either as a result of a breach of clause 14.11 or if the Landlord has given consent to any installation and damage has occurred.

14.13 Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.

Initials: _____ (Landlord) _____ (Tenant)

- 14.14 Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalents but only by using a reasonable number of commercial picture hooks.
- 14.15 To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition.
- 14.16 Not to barbecue in or on the Premises if the Premises are subject to a Head Lease including any communal outside space, garden, balcony or roof terrace.
- 14.17 To ensure that all taps in sinks, basins and baths are run, lavatories flushed and the shower is run for twenty minutes after the Premises have been vacant for any period of seven days or more.

Utilities and Council Tax

- 15.1 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises and the local authority that this Tenancy has started.
- 15.2 To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.
- 15.3 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises and ensure that other persons do not tamper, interfere with, alter, or add to the installations or meters. This includes the installation of any pre-payment meter.
- 15.4 Not to change the telephone number without the consent of the Landlord or the Agent.
- 15.5 To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.
- 15.6 Not to change, or allow any other person to change, an account for any utility to a new supplier without the prior written consent of the Landlord or the Agent.
- 15.7 To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.
- 15.8 To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 15.9 To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.10 To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.

Animals and Pets

- 16.1 Not to allow any animals reptiles, fish, or birds whether domestic or otherwise to be kept in the Premises without the prior written consent of the Landlord which may be withdrawn upon giving reasonable notice.
- 16.2 If any animal or other pet is kept either with or without consent being given under clause 16.1 to pay for the Premises to be professionally cleaned by a pest control company with de-infestation cleaner, to rid the Premises of fleas, at the end of the

Initials: _____ (Landlord) _____ (Tenant)

Tenancy in addition to any obligation under clauses 10.3 and 16.1 of this Agreement. The Tenant will be liable to compensate the Landlord for any losses suffered due to the presence of fleas in the Premises.

Leaving the Premises Empty

- 17.1 To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **28 consecutive days** or more during the Tenancy.
- 17.2 To comply with any conditions set out in the Landlord's policy of insurance relating to empty Premises, a copy of which is attached or may be seen upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.1 of this Agreement.

Locks

- 18.1 To ensure that all locks and bolts on the doors and windows at the Premises are secured when the Premises are empty and at night.
- 18.2 To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.3 Not to install or change any locks in the Premises without the prior written consent of the Landlord or the Agent except in an emergency.
- 18.4 Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.
- 18.5 To return all keys including any additional keys to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 18.6 To pay to 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 at the end of the Tenancy.

Garden

- 19.1 To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 19.2 To ensure that the grass is cut regularly during the growing season.
- 19.3 To keep all borders patios and paths weeded; and all paths and patios swept regularly.
- 19.4 Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord or the Agent which will not be unreasonably withheld.
- 19.5 To allow any person authorised by the Landlord or the Agent if applicable access to the Premises for the purpose of attending to the garden.

House Plants

- 19.6 To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises if the houseplant dies.

Car Parking Space

- 20.1 To allow private vehicle(s) only to be parked at the Premises in the space, garage or driveway if applicable allocated to the Premises.

Initials: _____ (Landlord)

_____ (Tenant)

- 20.2 To ensure that any garage, driveway, or parking space is kept free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors.
- 20.3 To arrange for all vehicles belonging to the Tenant or any visitors to be removed from the Premises at the end of the Tenancy.
- 20.4 To ensure that no vehicles that are not in a road worthy condition are parked at the Premises and that all vehicles are fully taxed.

Refuse

- 21.1 To pay for the removal of all rubbish from the Premises during and at the end of the Tenancy.
- 21.2 To ensure that all refuse is placed in a plastic bin liner and put it in the dustbin or receptacle made available.
- 21.3 To ensure that all refuse is disposed of through the services provided by the local authority.

Notices

- 22.1 To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon them coming to the attention of the Tenant.
- 22.2 To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time of receipt.

Inventory and Checkout

- 23.1 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the commencement date with any written amendments or notes.
- 23.2 To agree that the check-in of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy.
- 23.3 To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy.

Head Lease

- 24.1 To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule 1.

Energy Performance Certificates

- 25.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

End of the Tenancy

- 26.1 To pay for the professional cleaning of the Premises and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.
- 26.2 To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy.

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_____ (Tenant)

- 26.3** To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the address of the Tenant to the suppliers of the service providers set out in clause 15 and to the local authority.
- 26.4** To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement); or pay for the cost of replacement including new locks if necessary
- 26.5** To accept if the Tenant or their representative fails to attend the appointment to check the Inventory the check-out report will be prepared by the Inventory Clerk at that time.
- 26.6** To pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.
- 26.7** To ensure that all belongings, personal effects, foodstuffs or equipment of the Tenant is removed from the Premises at the end of the Tenancy.
- 26.8** To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.
- 26.9** To provide a copy of the final account for the water rates including sewerage and environmental services to the Landlord or the Agent together with proof of payment.
- 26.10** To pay all reasonable removal and/or storage charges, when small items are left in the Premises which will be stored by the Landlord for a maximum of 14 days. The Landlord or the Agent will give the Tenant written notice at the forwarding address provided by the Tenant, or after making reasonable efforts to contact the Tenant; and the Tenant has failed to collect the items promptly thereafter. After fourteen days the Landlord may sell the items and the Tenant will be liable for all reasonable costs of sale which are deductible from sale proceeds or the Deposit.
- 26.11** To pay an amount equivalent to the daily Rent and other monies due under the Particulars of this Agreement when the Premises are left full of bulky furniture, or other bulky or heavy discarded items which may prevent the Landlord residing in, re-letting, selling or making other use of the Premises until the items are removed. The Landlord or the Agent may remove, store, and sell the items after giving the Tenant at least fourteen days written notice to the forwarding address provided or after making reasonable efforts to contact the Tenant. The Tenant will be liable for all reasonable costs of sale which may be deducted from sale proceeds or the Deposit.

Right to Rent

- 27.1** To agree that all persons named as the Tenant or who reside at the Property as an occupier at any time during the Tenancy or any extension of it whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy otherwise the Landlord may take any necessary legal action to have the person evicted from the Property.
- 27.2** If any person forming the Tenant or any occupier changes during the Tenancy the Tenant agrees to seek written consent from the Landlord or the Agent prior to any that person taking occupation of the Property and to ensure that person complies with the legal requirements of the "Right to Rent" legislation under the Immigration Act 2014 prior to taking occupation by providing a valid passport to be checked and copied; and a valid visa to work or study in the UK to the Landlord or the Agent.

Initials: _____ (Landlord)

_____ (Tenant)

Conditions to be Kept by the Landlord

Quiet Enjoyment

- 28.1** To allow the Tenant to quietly 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.

Statutory repairing Obligations

- 29.1** 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:

- a) keep in repair the structure and exterior of the Premises (including drains, gutters and pipes);
- b) keep in repair and proper working order the installations in the Premises for the supply of water, electricity and gas;
- c) keep in repair and proper working order the installations in the Premises for sanitation including basins, sinks, baths and sanitary conveniences;
- d) keep in repair and proper working order the installations in the Premises for space heating and heating water;

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.

- 29.2** To repay to the Tenant any reasonable costs incurred to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 29.1 above.

Insurance

- 30.1** To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer; and provide a copy of the relevant sections of the insurance certificates and policies to the Tenant at the start of the Tenancy or upon written request.

Other Repairs

- 31.1** To keep in repair and proper working order or replace if necessary, all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, visitors or contractors.

Safety Regulations

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

- 32.2** To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.

- 32.3** To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

- 32.4** To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

- 32.5** To provide a smoke alarm on each storey of the Premises and a carbon monoxide detector in any room with a solid fuel appliance for all tenancies; to have the smoke alarms and the carbon monoxide detector checked and tested to ensure they are fully operational at the start of any new Tenancy; to obtain written confirmation from the Tenant that the detectors and alarms are in working order at the start of the Tenancy; and hold written records that the tests have been carried out.

Initials: _____ (Landlord)

_____ (Tenant)

Head Lease

- 33.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises is held under a Superior Lease; and provide all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 33.2 To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy; and pay all charges imposed by any Superior Landlord for granting the Tenancy.

Income Tax and Other Taxes

- 34.1 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK; or in the absence of such an appointment to be aware that the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to enable the Tenant to comply with his obligations under the Finance Act 1995.
- 34.2 To pay, cover and compensate the Tenant for any tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement;

Possessions and Refuse

- 35.1 To remove or pay for the removal of all the possessions, belongings foodstuff or refuse of any person prior to the start of the Tenancy.

Inventory and Check In

- 36.1 To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 36.2 To pay for the cost of checking the Inventory and Schedule of Condition at the commencement of the Tenancy.

Initials: _____ (Landlord)

_____ (Tenant)

Interrupting or Ending this Agreement

It is further agreed between the parties:

Ending the Tenancy and Forfeiture

37.1 If at any time:

- a) the Rent, or any part of the Rent remains unpaid for 14 days after becoming due, whether formally demanded or not; or
- b) if any major agreement or obligation of the Tenant is not complied with;
- c) if the Premises are left vacant or unoccupied for more than 14 days without the Landlord's written consent; or
- d) if the Tenant becomes bankrupt or insolvent or enters into a voluntary arrangement with its creditors or is made the subject of a winding-up order whether compulsory or voluntary;

the Landlord has the right to forfeit and the Tenancy will come to an end. The Landlord will re-gain possession of the Premises by complying with his statutory obligations. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

Early Termination

38.1 If the Tenant vacates the Premises during the Term (unless according to the conditions of a break clause) the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires or the Premises are re-let with the Landlord's written consent whichever is earlier.

Interruptions to the Tenancy

39.1 If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will 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 any visitors or the insurer pays to re-house the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

39.2 If the Premises are not or cannot be made habitable within fourteen days, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection Act 2018

40.1 The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website (add website address). In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

40.1.1 Details of performance of obligations under this Agreement by the Landlord and Tenant;

40.1.2 Known addresses or details of the Tenant and any other occupiers,

40.1.3 Any other relevant information required by the parties listed below.

40.2 This personal information above can be shared with:

Initials: _____ (Landlord)

_____ (Tenant)

- 40.2.1 Utility and water companies;
- 40.2.2 The local authority;
- 40.2.3 Authorised contractors;
- 40.2.4 Credit and reference providers;
- 40.2.5 Mortgage lenders;
- 40.2.6 Legal advisers,;
- 40.2.7 Any other interested third party.

40.3 This information may be provided without further notice when the Agent is authorised to do so under the Policy.

Notices

- 41.1 The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: x
- 41.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 41.1, any notice or other communication which is delivered or posted to the Premises.
- 41.3 The provisions as to the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later. A working day excludes Saturdays, Sundays and Bank Holidays.
- 41.4 The provisions regarding the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 41.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 41.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 41.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later. A working day excludes Saturdays, Sundays and Bank Holidays.

Acceptance of Rent

- 42.1 Acceptance of Rent by the Landlord or the Agent is without prejudice to and shall not waiver the rights and remedies of the Landlord regarding any breach of the Tenant's obligations or stipulations contained in the Agreement; and any Rent paid by any third party will be accepted from that person as the agent of the Tenant conferring no rights on that party as the Tenant.

Initials: _____ (Landlord)

_____ (Tenant)

Special Conditions

(Individually negotiated with the Tenant)

3.0 Special Provisions

- 3.1 Landlord will arrange for a professional pre-tenancy clean to include window cleaning, cleaning of the carpets and will ensure that the garden, where applicable, is in seasonal order prior to commencement.
- 3.2 The Landlord will arrange and pay for the check-in inventory at the start of the tenancy.
- 3.3 The Tenant will arrange and pay for a professional end of tenancy clean to include steam cleaning of the carpets ensuring that the garden, where applicable, is returned in seasonal order.
- 3.4 The Tenant will arrange and pay for the check-out inventory at the end of the tenancy or earlier expiry

ASTON CHASE

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 1

Relevant Sections of the Head Lease if Applicable

ASTON CHASE

Initials: _____ **(Landlord)**

_____ **(Tenant)**

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED		By, or for and on behalf of, the LANDLORD
SIGNED		FIRST TENANT
SIGNED		SECOND TENANT
SIGNED		

ASTON CHASSE

Initials: _____ (Landlord)

_____ (Tenant)