

# TENANCY AGREEMENT

and

Glen

## TENANCY AGREEMENT

THIS AGREEMENT is made the  
PARTICULARS

10<sup>th</sup> day of November 2014

LANDLORD:

ADDRESS:

EMAIL ADDRESS FOR SERVICE:

TENANT:

John Glen MP

PROPERTY:

CONTENTS:

The fixtures fittings furniture and effects from time to time at the Property including but not limited to those set out in the Inventory (if any) but not those belonging to the Tenant

TERM:

52 weeks from Monday 1st December 2014 to Monday 30th November 2015

RENT:

£357.00 (Three hundred and fifty seven pounds and zero pence) for each week of the Term payable by twelve equal monthly instalments of £1,547.00 (One thousand five hundred and forty seven pounds and zero pence) in advance the first such payment to be made on or before the 1st day of December 2014 and thereafter on the same day in each month and if so required by bankers standing order plus an annual invoice in March toward communally-provided heating costs



Initials

**INVENTORY:** Any list of fixtures fittings furniture and effects at the Property signed by or on behalf of the parties

## **GENERAL AND INTERPRETATION**

1. In this Agreement:-
  - 1.1 References to a person include a body corporate and an unincorporated association of persons
  - 1.2 References to a natural person include his estate and personal representative
  - 1.3 The masculine includes the feminine and vice versa
  - 1.4 The singular includes the plural and vice versa
  - 1.5 Where the Tenant is more than one person:-
    - 1.5.1 Those persons shall be jointly and severally responsible in respect of every agreement made by them under this Agreement. This means that the Landlord may look to each person as if he/she alone were the Tenant and therefore solely responsible for payment of rent and performance of the obligations of the Tenant
    - 1.5.2. The Landlord may release or compromise the liability of any of those persons under this Agreement or grant any time or other indulgence without affecting the liability of any other of them
  - 1.6 References to the Landlord include any Superior Landlord
  - 1.7 References to the Term or the tenancy include any extension or continuation or any statutory periodic tenancy which may arise following the end of the period of the Term specified on page 2
  - 1.8 All amounts due quoted inclusive of V.A.T. are quoted inclusive of the current applicable rate of V.A.T. of 20%. If the applicable rate of V.A.T. changes the Landlord will pass on any increase or decrease to the Tenant by increasing or decreasing the amount due as appropriate.

**Initials**

## LET OF THE PROPERTY

- 2            The Landlord shall let and the Tenant shall take the Property together with the Contents for the Term

## TENANT'S OBLIGATIONS

- 3            The Tenant shall:

- 3.1          Pay to the Landlord the Rent (whether demanded or not) at the times and in the manner stated in the Particulars and the Tenant acknowledges and agrees that the payment of rent by a third party shall for all purposes be treated as being made by that party as agent for the Tenant out of funds belonging to the Tenant

- 4            The Tenant shall:

- 4.1          Upon demand (whether before or after the end of the Term) pay to the Landlord such sum as it would cost to make good or otherwise remedy any breach of the obligations on the part of the Tenant under this Agreement including but not limited to making good any damage to the Property and the Contents and the sum it would cost to replace any of the Contents together with such further sum as shall be equivalent to the rent payable hereunder for such period (if any) after the Term has ended as it shall take the Landlord to make good or otherwise remedy any such breach
- 4.2          Pay all water rates/charges and Council Tax (or any substitute or replacement therefor either in whole or part) payable in respect of the Property or its occupation during the Term and take over the existing accounts for the supply of electricity and keep the same connected throughout the Term and pay for gas and electric light and power which shall be consumed or supplied on or to the Property during the Term and the amount of all charges made for the use and rental of the telephone and internet (if any) on the Property during the Term or a proper proportion of the amount thereof to be assessed according to the duration of the Term and pay an annual charge in March towards the cost of the communally-provided central heating
- 4.3          On or before the start of the Term enter into contracts for the supply of mains services with the respective authorities and take over the telephone(s) as the same now exist at the Property and keep all such (if any) connected at all times during the Term and pay promptly all monies properly demanded in respect thereof and pay for any reconnection costs in the event of disconnection and:-

Initials

- 4.3.1. Not change the supplier of the services referred to above without the prior consent of the Landlord. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord with full details of the new supplier and account numbers etc. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. **Should the Tenant fail to do so the Tenant shall pay the Landlord's fee of £30.00 including VAT for arranging the takeover of each service at the end of the Term**
- 4.3.2. Not install or alter or uninstall any fixed line telephone or internet service or cable or satellite television system at or serving the Property without the prior consent of the Landlord
- 4.4 Take out and maintain any necessary licence for the television (if any) at the Property
- 4.5 If the Tenant takes over or otherwise uses the fixed line telephone or internet service or cable or satellite television system (if any) at or serving the Property, the Tenant shall pay all rental maintenance use and other charges therefor
- 4.6 Not assign underlet charge part with or share possession use or occupation or grant any formal or informal rights of possession use or occupation or otherwise over the Property or any part thereof.
- 4.7 Not use or allow the Property to be used for professional business trade or commercial purposes or any illegal immoral or improper use nor other than as a private residence in the sole occupation of the Tenant and his immediate family provided that they shall not be tenants or otherwise have any right to possession use or occupation of the Property
- 4.8 Use the Property (including any shared or common facilities of whatsoever nature) and the Contents in a tenantlike manner and not obstruct the common parts (if any) of the building of which the Property forms a part
- 4.9 Not damage injure obstruct or interfere with the Property (including any shared or common facilities of whatsoever nature) and the Contents or make any alteration in or addition to nor commit or allow any waste spoil or destruction and keep cleansed and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes and ducts serving or forming part of the Property
- 4.10 At all times whilst the Property is not occupied ensure that all doors and windows are fastened and secure using all locks and bolts and not leave the Property unoccupied for a period of more than twenty eight days without prior consent from the Landlord and in such event the Tenant agrees to comply with the stipulations contained in the Landlord's insurance policy in respect of vacant and empty premises

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- 4.11 Take all reasonable precautions to prevent freezing of pipes and tanks or other damage to the Property
- 4.12 Make good any damage to the walls or ceilings of the Property made by hanging pictures or any other objects
- 4.13 Not bring into or onto the Property anything which is inconsistent with the use of the Property as a private residence and in particular (but not by way of limitation) any business office or industrial equipment (save as would be usual for a private residence) and keep and at the expiration or sooner determination of the Term leave the Contents in the same rooms and places as they were at the commencement of the Term and not remove the Contents or any of them or any substituted furniture or effects from the Property without the previous consent in writing of the Landlord. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Property within fourteen days after the expiry or sooner determination of the Term shall be deemed to have been abandoned and thereafter the Landlord may dispose of such goods as he deems appropriate and all associated charges will be borne by the Tenant and shall not be liable for any loss
- 4.14 During the Term keep the Property and the Contents reasonably clean
- 4.15 During the Term keep and at the end of the Term deliver up the Property and the Contents in as good a state and condition (fair wear and tear only excepted) as at the commencement of the Term
- 4.16 At the end of the Term clean the Property and the Contents to the same professional standard as they were cleaned prior to the commencement of the Term so that they are as clean as they were as at the commencement of the Term, including washing cleaning (and where appropriate, ironing and pressing) of all linen bedding blankets curtains net curtains blinds carpets and soft furnishings and like items
- 4.17 Keep the Property adequately ventilated through the use of windows and such other means provided in the Property so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents

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- 4.18 Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the owners tenants or occupiers of adjoining or neighbouring premises or which may adversely affect cover under any insurance maintained by or on behalf of the Landlord or increase the ordinary premium for such insurance or which may expose the Landlord to any penalty howsoever arising and where the Landlord's interest in the Property is leasehold including but not by way of limitation any breach of the terms of the lease by which the Landlord holds the Property (a copy whereof has been provided to the Tenant) and enter into such Deed of Covenant or other document(s) as may be required by the Superior Landlord pursuant to the terms of such lease
- 4.19 To take all reasonable steps to ensure that the Property does not become subject to an infestation of pests or vermin, including but not limited to, by keeping the Property in a clean and hygienic state, properly storing foodstuffs, and properly disposing of rubbish. If the Tenant suspects or becomes aware that the Property is infested by pests or vermin the Tenant shall give notice thereof to the Landlord as soon as practicable. The Landlord will investigate the matter and consult with the Tenant in relation to what action (if any) is required. The Tenant shall cooperate with any reasonable investigation carried out by or on behalf of the Landlord. The decision in relation to what action,(if any) is required shall be the Landlord's, acting reasonably. The Tenant shall take all steps reasonably required by the Landlord to control any infestation. If the Landlord decides that it is appropriate to engage a pest control service or otherwise incur expenditure in relation to an infestation or suspected infestation, the cost shall be paid by the Tenant (whether or not the Tenant has committed any act or default causing the infestation) unless the problem:-
- 4.19.1 was in existence at the commencement of the Term
- 4.19.2 results from a failure of repair or other breach of this Agreement by the Landlord, or
- 4.19.3 arose from any common area under the control of the Landlord in which event the cost shall be paid by the Landlord
- 4.20 Permit the Landlord and all persons authorised by the Landlord to enter the Property by prior appointment (save in emergency or the refusal or failure by the Tenant to make or keep any appointment) to:-
- 4.20.1 view the state and condition thereof and of the Contents
- 4.20.2 carry out such works of repair or decoration or pest control or gardening (whether to the Property or to any adjoining or neighbouring premises and whether internal or external) as the Landlord may require

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- 4.20.3 view the Property with prospective tenants and/or purchasers during the last two calendar months of the Term (howsoever determined) or such longer period as either the Landlord or the Tenant shall have given to the other determining the Term and during such period to erect and maintain a board on the exterior of the Property advertising that it is to let or for sale
- 4.20.4 and for any other reasonable purpose
- 4.21 Within two calendar months (or sooner in the case of urgency) of receiving notice in writing from the Landlord to make good any damage to or destruction of the Property or the Contents for which the Tenant is responsible under the terms of this Agreement and if the Tenant fails to do so the Tenant agrees to pay the cost properly incurred by the Landlord in doing so
- 4.22 Not keep any animals birds or reptiles at the Property without the Landlord's prior written consent
- 4.23 As soon as reasonably practicable inform the Landlord of any damage to the Property or the Contents and arrange for any repairs for which the Tenant is liable to be carried out as soon as possible but shall not arrange for any repairs for which the Tenant does not accept liability and shall not seek to set the cost of any repair against the rent or other monies payable to the Landlord save only where such repair is the liability of the Landlord under the terms of this Agreement and the Landlord having been made aware of the need for such repair has unreasonably failed to have it carried out
- 4.24 Not affix any aerial or other structure of whatsoever nature to the exterior of the Property without the prior written consent of the Landlord
- 4.25 Not by any means whatsoever to create or permit any unreasonable sound which shall be audible outside the Property
- 4.26 Within seven days of receipt by the Tenant of any notice order or proposal given issued or coming to the attention of the Tenant by any government local or other authority body or person give a copy or full particulars to the Landlord and take all steps necessary to comply with it as soon as possible
- 4.27 Not alter change or install any locks on any doors or windows of the Property or have any additional keys made for any locks without the prior written consent of the Landlord and if any such additional keys are made deliver the same up to the Landlord together with all original keys at the end of the Term and in the event that any such keys shall have been lost pay to the Landlord on demand the cost of replacing the locks to which such keys belong
- 4.28 Not affix or exhibit or permit or suffer to be affixed or exhibited on or from the Property so as to be visible from the outside any placard or sign or poster of any nature whatsoever nor affix to the windows of the Property any blind or other structure (external or internal) without the prior written consent of the Landlord

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- 4.29 Clean or have cleaned both internally and externally all reasonably accessible windows of the Property as necessary during the Term and at the end of the Term
- 4.30 Not by parking or otherwise to obstruct the means of getting to and from the Property (including where appropriate the building of which the Property forms part)
- 4.31 Pay to the Landlord the loss damage and cost incurred as a result of the failure by the Tenant to observe and perform the obligations on his part contained in this Agreement (including but not by way of limitation as a consequence of any cheque tendered in payment of rent not being honoured upon first presentation or rent not being paid by the date upon which it falls due) and in the case of legal costs on a solicitor and own client basis
- 4.32 Not smoke cigarettes cigars, pipes or other tobacco at the Property
- 4.33 Replace any light bulbs or fluorescent tubes or batteries or fuses which may require to be replaced during the Term and leave any such items in place at the end of the Term

#### LATE PAYMENT

- 5 If the rent or any part of it or any other sums payable by the Tenant to the Landlord under or by virtue of the provisions of this Agreement shall not be paid within seven days of the date upon which the same became due the Tenant shall pay to the Landlord interest at the rate of 4% (four per cent) per annum above National Westminster Bank Plc Base Rate from time to time in force calculated on a daily basis from the date upon which payment became due until the date of actual payment

#### PROVISION FOR RE-ENTRY

- 6 PROVIDED that if the rent or any part of it shall be in arrears for at least fourteen days after the same shall have become due (whether demanded or not) or if the Tenant shall fail to observe and perform all or any of the agreements on the part of the Tenant herein (save where inconsequential not causing loss or damage to the Landlord) or if the Tenant is declared bankrupt or being a company shall have a liquidator receiver or administrator appointed the Landlord may having first obtained any necessary Court Order re-enter upon the whole or any part of the Property in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any other rights and remedies of the Landlord

The Landlord and the Tenant are aware that the Protection from Eviction Act 1977 contains provisions which restrict the Landlord's right to end the Term and take possession of the Property without first obtaining a Court Order

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## LANDLORD'S OBLIGATIONS

- 7 The Landlord agrees with the Tenant:-
- 7.1 That the Tenant paying the rents and performing and observing all the agreements contained in this Agreement may quietly possess and enjoy the Property during the Term without any unlawful interruption from or by the Landlord or any person claiming under or in trust for the Landlord
- 7.2 That if the Property or any part of it is destroyed or made uninhabitable by fire or any other risks against which the Landlord or any Superior Landlord has insured then unless and to the extent that the Landlord's or any Superior Landlord's insurance policy has been adversely affected or payment of the insurance monies refused in whole or part because of the act or default of the Tenant or anyone in or upon the Property expressly or impliedly with the authority or consent of the Tenant
- 7.3 the rent or an appropriate part of it according to the extent of the damage shall be suspended until the Property has been reinstated and made fit for occupation
- 7.4 the tenancy shall automatically terminate at the end of the period of four months commencing on the date the Property or any part of it is destroyed or made uninhabitable unless within such four month period the Landlord gives notice to the Tenant that the Landlord intends to reinstate the Property and make it fit for occupation and that the work required to do so (which for these purposes includes appointing architects or planning consultants or applying for planning permission) has commenced within such four month period (provided that the Landlord shall not be obliged to spend more on such reinstatement and making fit for occupation than the amount the Landlord receives from any insurance policy insuring the Property)
- 7.5 the Landlord may at any time during the period of four months referred to in clause 9.2.2 give notice to the Tenant that the Landlord does not intend to reinstate the Property and make it fit for occupation in which event the tenancy shall terminate with effect from the date of such notice
- 7.6 To insure or cause to be insured the Property and the Contents against fire and other risks (but not accidental damage) usually covered by comprehensive household and contents insurance policies (but for the avoidance of doubt excluding any items belonging to or introduced to the Property by the Tenant and for which the Tenant alone shall be responsible and which it is recommended that the Tenant insure)
- 7.7 To keep the electrical appliances at the Property in proper working order save and except in the case of damage or misuse by the Tenant or anyone in or upon the Property expressly or impliedly with the authority or consent of the Tenant and to comply with all statutory requirements as to the inspection/maintenance of such appliances

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- 7.8 To pay all taxes assessments impositions and outgoings payable in respect of the Property during the Term except any sum or sums which the Tenant has agreed to pay under Clauses 3 to 6 hereof
- 7.9 To pay the costs incurred in preparing the Inventory together with the costs incurred in checking the Inventory upon the commencement of the Term.
- 7.91 Prior to the commencement of the Term clean the Property and the Contents to a professional standard
- 7.92 That he has or will obtain the consent of any third party required to the creation of this Agreement
- 7.93 If the Inventory has not been prepared and signed by the parties prior to the date of this Agreement the Landlord will provide an Inventory to the Tenant within one week of the date of this Agreement and the Tenant shall sign and return a copy thereof to the Landlord within one week of receipt of the same. If the Tenant shall not return such a signed copy within such period the Tenant shall be deemed to have accepted the Inventory as prepared unless within such one week period the Tenant notifies the Tenant's objections to the same in writing to the Landlord
- 7.93 If a Court decides that some or part of this Agreement is invalid or unenforceable the rest of this Agreement will still be valid and binding on the parties
- 7.94 Tax The Tenant is responsible for assessing any liability for Stamp Duty Land on this Agreement (and any extension) and for submitting the appropriate forms and payment to HM Revenue & Customs
- 7.95 This is a legal obligation and HM Revenue & Customs may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from either [www.arla.co.uk](http://www.arla.co.uk) or [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

For the purpose of service of any Notice:-

- 7.96 The address, address for service, and email address of the Landlord for the purposes of this Agreement shall be those given in the Particulars or such other addresses (in the case of the address for service being an address in England and Wales) and email address as shall from time to time be notified to the Tenant in writing by the Landlord
- 7.97 The address of the Tenant for the purposes of this Agreement shall be the Property during the Term and after the end of the Term shall be the Original Forwarding Address save only where the Tenant has notified the Landlord in writing of another address in England or Wales under Clause 4.5 when it shall be that other address

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- 7.98 The regulations set out in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply
- 7.99 Any notice required or permitted to be served by the Tenant on the Landlord may be served by email to the Landlord's email address for the purposes of this Agreement from time to time. In proving service of such a notice, the Tenant may only rely on an express written or emailed acknowledgement of receipt from the Landlord or the Landlord's Agent. A "read receipt" or "delivery receipt" generated by the Landlord's email server shall not be sufficient to prove service of any notice from the Tenant
- 7.99.1 Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

#### EARLY DETERMINATION

- 8 The Tenant may end the Term by giving to the Landlord not less than two calendar months prior notice in writing to that effect such notice not to expire earlier than 2 June 2015 and upon expiry of such notice the Tenant shall give the Landlord vacant possession of the Property and the Term shall end
- 8.1 The Landlord may end the Term by giving to the Tenant not less than two calendar months prior notice in writing to that effect and for the avoidance of doubt such notice may be by way of notice given pursuant to Section 21 of the Housing Act 1988 where the Tenancy created by this Agreement is an Assured Shorthold Tenancy within the meaning of that Act such notice not to expire earlier than 2 June 2014 and upon expiry of such notice the Tenant shall give the Landlord vacant possession of the Property and the Term shall end
- 8.2 Rent under this Agreement accrues on a daily basis notwithstanding that it is paid monthly. If this Agreement is determined on the expiry of the Term, the final instalment of rent payable by the Tenant will normally be the same as the previous instalments. However, if this Agreement is determined early pursuant to a notice under this Clause 12, the amount of the final instalment may be more than the previous instalments to ensure that the Tenant has paid the correct number of days' rent for the period of the Tenant's occupation of the Property.
- 8.3 For the purpose of this Clause notice shall be treated as given only from the time of actual receipt by the party to whom it is addressed or his agents

Initials



SIGNED by the above named

(the Landlord)

Signature

In the presence of WITNESS:

Signature

Name

Address

Occupation

SIGNED by the above named John Glen

(the Tenant)

Signature

In the presence of WITNESS:

Signature

Name

Address

Occupation

initials