

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY WITH TDS ("the Agreement")

Important Notice

This document contains the terms of the Tenancy of

It sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies 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 with which either party does not agree or 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 the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials

(Landlord)

(Tenant 1)

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

Initials

(Landlord)

(Tenant 1)

Details of the Landlord(s)

The agent may insert their details here instead of the landlord's

- A.3 Name(s)
- A.4 Actual address
- A.5 E mail address (if applicable)
- A.6 Telephone number
- A.7 Fax number (if applicable)

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Details of Tenant(s)

- A.8 Name(s)
- A.9 Address(es)
- A.10 E mail address
- A.11 Mobile phone number
- A.12 Fax number

Mrs Anne-Marie Belinda Trevelyan

Contact details for the Tenant(s) to be used at the end of the tenancy.

- A.13 Name(s)
- A.14 Address(es)
- A.15 E mail address
- A.16 Mobile phone number
- A.17 Fax number

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Please provide the details requested in A8–A17 for each tenant.**RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in A8–A12 must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in Schedule 4 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord

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The tenant confirms that:

Initials

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(Landlord)

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(Tenant 1)

PRESCRIBED INFORMATION

Housing Act 2004

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

Phone 0845 226 7837 / 01844 262 891

Email deposits@tds.gb.com

Fax 01442 253193

Web www.tds.gb.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tds.gb.com.

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tds.gb.com.

THE DEPOSIT

The amount of the deposit paid is **£2370.00**

A.1 Address of the Premises to which the tenancy relates

Name of the Letting Agent

A.2

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Contract Executed by and on

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A.

Of

("the Landlord")

AND

B.

Mrs Anne-Marie Belinda Trevelyan

Of

("the Tenant")

AND IS MADE IN RELATION TO PROPERTY AT:

("the Property")

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Property for a period of **12 months**. The Tenancy shall start on and include the **15 June 2015** and shall end on and include the **14 June 2016** but subject to clauses 1.2 of Schedule 3 and clause 6 of Schedule 5 of this agreement.

2. The Rent.

The Tenant shall pay to the Landlord or the Agent **£1711.67 (one thousand seven hundred and eleven pounds sixty seven pence)** per month, ("the Rent") payable in advance. The first payment shall be made on the **15 June 2015**. Thereafter, payments shall be made on the **15th of each month**.

3. The Deposit.

The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **£2370.00** as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

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4. Fixtures and Fittings

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

5. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

6. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 6.1. "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 6.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.
- 6.3. "Joint and several" means that when 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. It also means that 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.
- 6.4. "Agent" means or anyone who subsequently takes over the rights and obligations of the Agent.
- 6.5. "Property" 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 Property includes the use of common access ways and facilities.
- 6.6. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
- 6.7. "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 Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 6.8. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 6.9. "Deposit" means the money held by the Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 6.10. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 6.11. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 6.12. "Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 6.13. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 6.14. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 6.15. "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 6.16. "TDS" means The Dispute Service Limited whose details are shown in the Tenancy Agreement.
- 6.17. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- 6.18. "Deposit Holder" in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement and is a Member of the TDS.
- 6.19. "Relevant Person" in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 6.20. "Member" means the Agent who is a member of the TDS

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- 6.21. "working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 6.22. References to the singular include the plural and references to the masculine include the feminine.
- 6.23. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 6.24. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 6.25. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

Ground 14: the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

Ground 17: the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

- 7. The Landlord and the Tenant agree to the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:
 - A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
 - B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
 - C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.
 - D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
 - E. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

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Schedule 1 Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.

1. General

- 1.1. 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 licensee or visitor to do or not to do that thing.
- 1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in the Definitions.

2. Paying Rent

- 2.1. To pay the Rent by as set out in clause 2 of the Particulars whether or not it has been formally demanded. The Rent shall be paid by the Tenant by in the name of .
- 2.2. To pay interest on any payment of Rent not made as set out in clause 2 of the Particulars. Interest is 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.

3. Further Charges to be paid by the Tenant

- 3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property 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.
- 3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
 - Gas;
 - water including sewerage and other environmental services;
 - electricity;
 - any other fuel charges;
 - telecommunications.
- 3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord 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 Property early apart from according to a break clause.
- 3.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 3.5. To pay the television licence regardless of the ownership of the television set.
- 3.6. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Property and the Fixtures and Fittings in the Property at the end or earlier termination of the Tenancy.
- 3.7. 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.
- 3.8. To pay £222.00 inclusive of VAT towards the preparation of this Agreement. Each reference check will be charged at £45 each inclusive of VAT.
- 3.9. To pay £90 inclusive of VAT for each extension of the Tenancy.
- 3.10. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

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- 3.11. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or 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.

4. The Condition of the Property: Repair, Maintenance and Cleaning

- 4.1. To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at 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 or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
 - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
 - damage covered by the Landlord's insurance policy.
- 4.2. To inform the Landlord, or the Agent, immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.
- 4.3. To keep the Property and Fixtures and Fittings in a clean and tidy condition.
- 4.4. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.
- 4.5. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 4.6. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary
- 4.7. To inform the Landlord promptly if the smoke alarm requires maintenance or repair.
- 4.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 4.9. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 4.10. To replace all electric light bulbs, fluorescent tubes and fuses.
- 4.11. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.12. 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 Property (provided the Tenant has been given at least 24 hours notice in writing) 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.
- 4.13. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.
- 4.14. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 4.15. To clear or 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 Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 4.16. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors.
- 4.17. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

5. Insurance

- 5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

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- 5.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement.
- 5.3. To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 5.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 5.5. **The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

6. Access and Inspection

- 6.1. To allow the Landlord, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
 - 6.1.1. the Tenant has not complied with a written notice under clause 4.2 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
 - 6.1.2. 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 Schedule 2 of this Agreement);
 - 6.1.3. a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Property;
 - 6.1.4. the safety check of the gas appliances is due to take place;
 - 6.1.5. the Landlord or the Agent wishes to inspect the Property
 - 6.1.6. to comply with statute.
- 6.2. To allow the Property to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.

7. Assignment

- 7.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.
- 7.2. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Property unless the Landlord or the Agent has given written consent, which will not be unreasonably withheld.

8. Use of the Property

- 8.1. To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- 8.2. To agree that the Property is let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than four occupiers not in a single family group residing in the Property without the Landlord's written consent then the Landlord will seek a Court Order for possession of the Property as the Landlord may be in breach of his statutory obligations.
- 8.3. Not to register a company at the address of the Property.
- 8.4. Not to run a business from the Property.
- 8.5. Not to use the Property for any illegal or immoral purpose.
- 8.6. Not to hold or allow any sale by auction at the Property.
- 8.7. 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 other than according to any conditions required for the legal use of such restricted substances.
- 8.8. Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.
- 8.9. Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.

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- 8.10. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 8.11. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 8.12. To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.11 of Schedule 1 above.
- 8.13. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use.
- 8.14. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails, adhesive, or their equivalents.
- 8.15. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- 8.16. 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 prepared at the start of the Tenancy.
- 8.17. Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 8.18. To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant for any period of seven days or more.
- 8.19. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's or the Agent's prior consent.

9. Utilities and Council Tax

- 9.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property and the local authority that this Tenancy has started.
- 9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.
- 9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 9.4. Not to change the telephone number without the consent of the Landlord or the Agent.
- 9.5. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.
- 9.6. Not to change an account for any utility to a new supplier without the consent of the Landlord or the Agent.
- 9.7. To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.
- 9.8. 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.
- 9.9. 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 3.2 of Schedule 1 or by anything done or not done by the Tenant.
- 9.10. To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.

10. Animals and Pets

- 10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

- 11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of 21 days or more during the Tenancy.
- 11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

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12. Locks and Alarms

- 12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.
- 12.2. To set the burglar alarm (if applicable) when the Property is vacant.
- 12.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.
- 12.4. Not to install or change any locks in the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.
- 12.5. Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent of the number of additional keys cut.

13. Garden

- 13.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 13.2. To keep the window boxes borders, paths, and patios, if any, in good order and weeded.
- 13.3. To cut the grass regularly during the growing season.
- 13.4. 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.
- 13.5. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden.

14. House Plants

- 14.1. 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 Property, if the houseplant dies.

15. Cars and Parking

- 15.1. To park a private vehicle only at the Property.
- 15.2. To park in the car parking space, garage or driveway allocated to the Property, if applicable.
- 15.3. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 15.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 15.5. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

16. Refuse

- 16.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- 16.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 16.3. To dispose of all refuse through the services provided by the local authority.

17. Notices

- 17.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant.
- 17.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent promptly.

18. Inventory and Checkout

- 18.1. 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 of the Tenancy with any written amendments or notes.
- 18.2. To agree that the check-in report 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 Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 18.1 of Schedule 1 above is not returned to the Landlord or the Agent.
- 18.3. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

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19. Head Lease

- 19.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule 6.

20. Energy Performance Certificates

- 20.1. 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.

21. End of the Tenancy

- 21.1. To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property 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.
- 21.2. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- 21.3. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9.1 of Schedule 1 and to the local authority.
- 21.4. 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).
- 21.5. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.
- 21.6. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.
- 21.7. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared by the Inventory Clerk at that time, although the Tenant is not bound to accept the report.
- 21.8. To remove or 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.
- 21.9. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.
- 21.10. To vacate the Property within normal office hours at a time agreed with the Landlord or the Agent.
- 21.11. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.
- 21.12. 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.
- 21.13. To pay all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may sell the items and the Tenant will be liable for all reasonable costs of sale; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 21.14. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or sell the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of sale; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

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Schedule 2
Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. 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. Quiet Enjoyment

- 1.1. To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Consents

- 2.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1. To comply with the obligations to repair the Property 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 and keep in good order:

- 3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);
- 3.1.2. certain installations for the supply of water, electricity and gas;
- 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
- 3.1.4. space heating and 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 4.2 of Schedule 1 of this Agreement.

- 3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

4. Insurance

- 4.1. To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.
 4.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

5. Other Repairs

- 5.1. To keep in repair and proper working order 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 or visitors.

6. Safety Regulations

- 6.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
 6.2. 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.
 6.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
 6.4. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme.

7. Head Lease

- 7.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
 7.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
 7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
 7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

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8. Other Taxes

8.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Property apart from those specified as the obligations of the Tenant in this Agreement.

9. Inventory and Check Out

9.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

9.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.

10. Possessions and Refuse

10.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

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Schedule 3
General Conditions

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.

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1. If at any time:

- 1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.1.2. if any agreement or obligation of the Tenant is not complied with; or
- 1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Property will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

1.2. The Tenants Break Clause

The Landlord agrees that the Tenant has the right to terminate the Tenancy after the first 6 months by giving the Landlord not less than 2 months notice in writing to be served by first class post or hand delivery to the address specified in clause (5.1 of schedule 3) of the Agreement. The notice must be served prior to the date upon which it takes effect but cannot expire any earlier than 6 months from the start of the tenancy. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

2. Early Termination

- 2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Property is re-let whichever is earlier.

3. Interruptions to the Tenancy

- 3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is 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, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 3.2. If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection Act 1998

- 4.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party; and that if applicable the Tenant authorises the local authority to divulge to the Landlord or the Agent any information regarding payment or non payment of Local Housing allowance or Housing Benefit..

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5. Notices

- 5.1. 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:
- 5.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 5.1 of Schedule 3 of the Agreement, any notice or other communication which is delivered or posted to the Property.
- 5.3. The provisions for 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 Property by 4.30pm or the last known address of the Tenant 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 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 Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.
- 5.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified 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 5.1 of Schedule 3 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 5.1 of Schedule 3 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.

6. Acceptance of Rent

- 6.1. Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

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Schedule 4 Dealing with the Deposit

The following clauses set out:

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

1. Deposit

- 1.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent, and used to cover administration costs.
- 1.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 4 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 4 of the Agreement.
- 1.3. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 1.4. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.
- 1.5. The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 3 of the Particulars) to compensate the Landlord for losses caused for any or all of the following reasons:
 - any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement in Schedule 2);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit 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 or gas or other fuels used by the Tenant in the Property;
 - any unpaid council tax;
 - any unpaid telephone charges.
- 1.6. 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 grounds that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

- 1.7. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

phone 0845 226 7837

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email deposits@tds.gb.com

fax 01442 253193

At the end of the Tenancy

1.8. The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

1.9. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication up until ninety days after the end of the Tenancy.

1.10. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.8 and 1.9 above.

Joint tenant consent to adjudication

1.11. There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

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**Schedule 5
Special Clauses**

Owner Occupier: Ground 1

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Property as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Property as his or his spouse's only or principal home.

2. Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.

3. Pets

The tenant hereby agrees not to keep any animals, birds or other pets on the Premises or any part thereof.

4. Occupants

It is hereby agreed that the number of occupants in the property will be limited to **one** for the duration of the Tenancy.

5. The landlord give the tenant permission to remove and replace the existing carpets in the both bedrooms.

6. Tenant Options to Renew

6.1

It is agreed between the parties that if the Tenant wishes to continue the Tenancy created on **15th June 2015** ("the Term") for a further period of **12 months** ("the Second Term") from the end of the Term granted and the Tenant or his agent shall on or before **15th April 2016** give to the Landlord or the Agent **2 months'** notice in writing addressed to the Landlord or the Agent that the Tenant wants to continue the Tenancy; delivered by first class post or by hand to the address specified in clause 5.1 of **Schedule 3**; or sent by facsimile or electronic service to the e mail address of the Landlord or the Agent; and shall throughout the Term of the Tenancy have paid the Rent specified in the Tenancy Agreement; and performed and observed all of the Tenant's major covenants under this Agreement; then the Landlord will let the Property for a further period of **12 months** being the **Second Term** from the expiry of the Term with the exception of this clause, at an increased Rent. The Rent increase to be calculated according to the rise in the Government Statistical Index (formerly known as the Retail Price Index) published two months prior to the end of the Term during the year immediately preceding the date of service of the notice.

6.2

It is agreed between the parties that if the Tenant wishes to continue the Tenancy created on **15th June 2015** and renewed on **15th June 2016** ("the Term") for a further period of **12 months** ("the Third Term") from the end of the Term granted and the Tenant or his agent shall on or before **15th April 2017** give to the Landlord or the Agent **2 months'** notice in writing addressed to the Landlord or the Agent that the Tenant wants to continue the Tenancy; delivered by first class post or by hand to the address specified in clause 5.1 of **Schedule 3**; or sent by facsimile or electronic service to the e mail address of the Landlord or the Agent; and shall throughout the Term of the Tenancy have paid the Rent specified in the Tenancy Agreement; and performed and observed all of the Tenant's major covenants under this Agreement; then the Landlord will let the Property for a further period of **12 months** being the **Third Term** from the expiry of the Term with the exception of this clause, at an increased Rent. The Rent increase to be calculated according to the rise in the

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Government Statistical Index (formerly known as the Retail Price Index) published two months prior to the end of the Term during the year immediately preceding the date of service of the notice.

6.3

It is agreed between the parties that if the Tenant wishes to continue the Tenancy created on **15th June 2015 and renewed on 15th June 2016, and 15th June 2017** ("the Term") for a further period of **12 months** ("the Fourth Term") from the end of the Term granted and the Tenant or his agent shall on or before **15th April 2018** give to the Landlord or the Agent **2 months'** notice in writing addressed to the Landlord or the Agent that the Tenant wants to continue the Tenancy; delivered by first class post or by hand to the address specified in clause **5.1 of Schedule 3**; or sent by facsimile or electronic service to the e mail address of the Landlord or the Agent; and shall throughout the Term of the Tenancy have paid the Rent specified in the Tenancy Agreement; and performed and observed all of the Tenant's major covenants under this Agreement; then the Landlord will let the Property for a further period of **12 months** being the Fourth Term from the expiry of the Term with the exception of this clause, at an increased Rent. The Rent increase to be calculated according to the rise in the Government Statistical Index (formerly known as the Retail Price Index) published two months prior to the end of the Term during the year immediately preceding the date of service of the notice.

6.4

It is agreed between the parties that if the Tenant wishes to continue the Tenancy created on **15th June 2015 and renewed on 15th June 2016, 15th June 2017, and 15th June 2018** ("the Term") for a further period of **12 months** ("the Fifth Term") from the end of the Term granted and the Tenant or his agent shall on or before **15th April 2019** give to the Landlord or the Agent **2 months'** notice in writing addressed to the Landlord or the Agent that the Tenant wants to continue the Tenancy; delivered by first class post or by hand to the address specified in clause **5.1 of Schedule 3**; or sent by facsimile or electronic service to the e mail address of the Landlord or the Agent; and shall throughout the Term of the Tenancy have paid the Rent specified in the Tenancy Agreement; and performed and observed all of the Tenant's major covenants under this Agreement; then the Landlord will let the Property for a further period of **12 months** being the Fifth Term from the expiry of the Term with the exception of this clause, at an increased Rent. The Rent increase to be calculated according to the rise in the Government Statistical Index (formerly known as the Retail Price Index) published two months prior to the end of the Term during the year immediately preceding the date of service of the notice.

The landlord reserves the right not to offer any further options to renew this tenancy after the fourth term which if the tenants choses to take up will expire on 14th June 2020.

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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 (S)

SIGNED

TENANT

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