

DATE OF THIS AGREEMENT:

**TENANCY PARTICULARS**

<b>1. LANDLORD</b>	(i)	NAME	{Name}
	(ii)	ADDRESS	{Address}
<b>2.1 TENANT</b>	(i)	NAME	{Names}
	(ii)	ADDRESS	{Address}
<b>2.2 GUARANTOR</b>	(i)	NAME	{Names}
	(ii)	ADDRESS	{Address}
<b>3. PERSONS PERMITTED TO RESIDE</b>			{Tenant Number}
<b>4. PROPERTY</b>			The Property known as {Property Address}
<b>5. TERM</b>		A TERM OF	{Tenancy Term}
		COMMENCING ON AND INCLUDING	{Start Date}
		TERMINATING ON AND INCLUDING	{End Date}
<b>6. TYPE OF TENANCY</b>			Assured Shorthold Tenancy
<b>7. THE RENT</b>	(i)	AMOUNT	£ {Rent}per calendar month
	(ii)	PAYABLE TO	Finders Keepers
	(iii)	PAYMENT MODE	Payable calendar monthly in advance by Direct Debit on the first of every month
<b>8. DEPOSIT</b>	(i)	AMOUNT	£ {Deposit}
	(ii)	DEPOSIT HOLDER	Finders Keepers
<b>9. PROPERTY MANAGER</b>			Finders Keepers
<b>10. LANDLORD'S ADDRESS FOR SERVICE OF NOTICES</b>			27 St Clements, Oxford, OX4 1AB

This document 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.

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### Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 1.1. "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.
  - 1.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.
  - 1.3. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
  - 1.4. "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.
  - 1.5. "Agent" means **Countrywide Residential Lettings Limited trading as Finders Keepers, Registered office County House, 100 New London Road, Chelmsford, Essex, CM2 0RG** or anyone who subsequently takes over the rights and obligations of the Agent.
  - 1.6. "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.
  - 1.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
  - 1.8. "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.
  - 1.9. "Term" or "Tenancy" means the initial Term and includes any renewal or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
  - 1.10. "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.
  - 1.11. "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.
  - 1.12. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
  - 1.13. "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](http://www.hmrc.gov.uk/so).
  - 1.14. "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.
  - 1.15. "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.
  - 1.16. "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.
  - 1.17. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
  - 1.18. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - 1.19. "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.
  - 1.20. "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.
  - 1.21. "Member" means the Agent who is a member of the TDS.
  - 1.22. "Working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
  - 1.23. References to the singular include the plural and references to the masculine include the feminine.
  - 1.24. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
  - 1.25. 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.
2. The Landlord and the Tenant agree to the letting 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 Tenant's obligations as set out in Schedule 1 to this Agreement.

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- 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. **(optional if special clauses)** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.
- F. The Landlord and Tenant will observe the obligations as set out in Schedule 6 of 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 as set out in the Particulars whether or not it has been formally demanded.
- 2.2. To pay interest on any payment of Rent not made as set out in part 7 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 4% 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 including broadband and any ADSL line;
  - satellite or cable television or any other communication device.
- 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, subject to the Landlord's agreement to any early termination in accordance with Schedule 6 of this Agreement.
- 3.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any payment provided by the Tenant is dishonoured or late.
- 3.5. To pay the television licence regardless of the ownership of the television set.
- 3.6. To pay the tenancy application fee.
- 3.7. To pay £95 inclusive of VAT for each renewal of the Tenancy.
- 3.8. 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, his contractors or his visitors.
- 3.9. 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.
- 3.10. ("the Guarantor") guarantees to the Landlord that the Tenant will pay the rent detailed in the Particulars and perform and observe all the Tenant's Obligations listed in the Tenancy Agreement throughout the Term of the Tenancy and any renewal of it as either a fixed term or a periodic tenancy and if the Tenant fails to do

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this, the Guarantor will pay and make good to the Landlord or his Property Manager all losses, costs, damages and expenses incurred.

#### **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 claimed for by the Landlord under his own insurance policy if the Landlord wishes to make any claim. To avoid doubt between the parties the Landlord is under no obligation to make any such claim but may seek recompense from the Tenant for any damage caused by the Tenant his family or visitors.
- 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 windows regularly and at the end of the Tenancy.
- 4.5. Not to use any fireplace, multi fuel stove or wood burning stove which has been provided for ornamental purposes by lighting any fuel, paper or other incendiary object in it unless written permission has been given by the Landlord or the Agent. To avoid doubt, all fireplaces are considered 'ornamental' and should not be used unless otherwise expressly agreed in writing between the Landlord or the Agent and the Tenant. Any authorised use is on the basis that the Tenant arranges to have the chimney swept once a year and at the end of the Tenancy; and compliance by the Tenant with clauses 4.6 to 4.10 of Schedule 1 including the testing of smoke alarms and carbon monoxide detectors.
- 4.6. If written permission is given the Tenant agrees to comply with all written instructions for the use of the appliance.
- 4.7. To clean the chimneys once a year (if applicable) and at the end of the Tenancy provided they were cleaned at the start of the Tenancy.
- 4.8. To keep all smoke alarms and carbon monoxide detectors (including any supplied for an open fireplace, wood burning stove or multi fuel appliance) in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 4.9. To inform the Landlord promptly if any of the smoke alarms or carbon monoxide detectors requires maintenance or repair.
- 4.10. To test the fire alarm (if applicable) every week for the duration of the Tenancy and to keep written records of the date and time of the tests. If any problems of lack of repair or maintenance arise the Tenant agrees to report them promptly to the Landlord or the Agent.
- 4.11. 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.
- 4.12. 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.
- 4.13. To replace all electric light bulbs, fluorescent tubes and fuses.
- 4.14. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.15. 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.
- 4.16. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated by keeping all trickle vents open; bathroom and kitchen extractor fans turned on when rooms are used; and by drawing back curtains and opening blinds during daylight hours; and if any condensation occurs to mop up any water promptly to prevent mould growth; and by drying clothing in designated areas of the Property only.
- 4.17. To avoid wearing stiletto heeled shoes when the Property is fitted with wooden flooring; and to take precautions to protect the flooring by placing pads under all furniture.

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- 4.18. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 4.19. Not to barbecue on or in any balcony, roof terrace, communal gardens or areas apart from those designated for the purpose.
- 4.20. 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.
- 4.21. 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.
- 4.22. 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.
- 4.23. 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.

## 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 relevant sections of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 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.
- 6.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property, during the last three months of the Tenancy.
- 6.4. To agree that the keys for the Property at the start of the Tenancy will be available for collection after noon (12pm) but during normal office hours on a week day and during office hours but after 10am on a Saturday unless other arrangements have been agreed in writing to enable the Landlord or the Agent to carry out any necessary legal and safety checks under the Immigration Act 2014; the Immigration Act 2016 (checking ID and current visas) the Deregulation Act 2015 (providing and obtaining a receipt for the "How to Rent" Handbook, the gas safety certificate and the EPC); the Housing and Planning Act 2016 which will become effective in April 2017 and may require additional electrical safety checks; and any other current or future legislation.

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## **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. No additional occupiers including children can reside in the Property unless the Tenant and any occupiers form a single family group. The Tenant cannot have any occupiers even if they form a single family group with the Tenant within the Property unless the Tenant has gained the Landlord's prior written consent. If there are occupiers not in a single family group residing in the Property without the Landlord's 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.
- 7.3. To agree that all persons named as the Tenant or who resides at the Property as an occupier 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. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property.
- 7.4. If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" under the Immigration Act 2014 prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied.
- 7.5. To agree that the Tenant and any permitted occupier residing in the Property either at the start of the Tenancy or at any later point during the Tenancy either with or without the written consent of the Landlord or the Agent agrees to provide all documentation including but not limited to passports, visas, student or work permits required for any right to rent check promptly upon written request at any time prior to the start of the Tenancy and at any time during the Tenancy or any extension of it as a fixed term or period Tenancy.
- 7.6. Subject to contract and references and with the written approval and confirmation of all named Tenants, Tenants may request that the Landlord/Finders Keepers formally replace a current named tenant with a new tenant on the tenancy agreement. Approval of this request is entirely at the Landlord's discretion and subject to the Landlord's written approval, contract and appropriate references for the new tenant. In addition to the former points being satisfied in full, a non-refundable fee is payable by the outgoing tenant (£200+VAT) and by the incoming tenant (£100+VAT), with a further charge equivalent to 15% of the outgoing sharer's deposit. Please contact Finders Keepers requesting the 'Replacement sharer's policy' for full detail and the relevant documentation to review and sign in the event this option is required.

## **8. Use of the Property**

- 8.1. To use the Property only as a private residence for the persons permitted to reside named in clause 3 of the Tenancy Particulars.
- 8.2. Not to register a company at the address of the Property.
- 8.3. Not to run a business from the Property.
- 8.4. Not to use the Property for any illegal or immoral purpose.
- 8.5. Not to hold or allow any sale by auction at the Property.
- 8.6. 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 other than according to any conditions required for the legal use of such restricted substances.
- 8.7. Not to smoke, vape or smoke e-cigarettes or permit any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's or the Agent's prior written consent. If in breach of this clause, the Tenant will pay for the professional cleaning of the carpets and dry cleaning of the curtains and washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the inventory if damaged through unauthorised use of candles, incense sticks (or similar) or smoking in the Property.
- 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.

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- 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.
- 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. To ensure that all taps in baths, sinks and basins are run, lavatories flushed and the shower is run for twenty minutes after the Property has been vacated for any period of seven days or more.

#### **9. Utilities and Council Tax**

- 9.1. To notify the suppliers of gas, oil, 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 during the tenancy which the Tenant will be responsible for the reasonable costs of reinstatement of the original type of meter at the end of the Tenancy.
- 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 may be withdrawn upon giving reasonable notice if damage is caused to the property.

#### **11. Leaving the Property Empty**

- 11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of fourteen 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 throughout the Tenancy.
- 13.3. During the Tenancy to keep all shrubs and bushes that are at a height of 5ft or below at the same height as found at the commencement of the Tenancy by pruning and cutting when necessary.
- 13.4. To cut the grass regularly during the growing season and to keep hedges and shrubs pruned regularly.
- 13.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order with the written consent of the Landlord or the Agent which will not be unreasonably withheld.
- 13.6. 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.

**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 roadworthy 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 and 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.

**Initials:**

## **19. Head Lease**

**19.1.** To comply with the obligations of the Head Lease as referred to in Schedule 2 of this Agreement.

## **20. Energy Performance Certificates and How to Rent Handbook**

**20.1.** To confirm that the Tenant has been provided with a Certificate prior to or at the start of the Tenancy which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007.

**20.2.** To confirm that the Tenant has been provided with a copy of the How to Rent Handbook prior to or at the start of the Tenancy.

## **21. End of the Tenancy**

**21.1.** To clean to a professional standard, including all carpets to be cleaned by a professional carpet cleaning company only, 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, oil, 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 Landlord or the Agent 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 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 dispose of the items and the Tenant will be liable for all reasonable costs of disposal; 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.

**21.13.** 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 dispose of 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 disposal; 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

**Initials:**

## 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 if requested.

#### 5. Other Repairs

5.1. 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 or visitors.

#### 6. Safety Regulations

6.1. To confirm that all the upholstered 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.

6.5. To ensure any mains electric or battery operated smoke alarms and carbon monoxide detectors (in any room with a solid fuel burning appliance) are operational at the start of the Tenancy and to maintain, repair or replace if necessary any mains operated electric smoke alarms, battery operated smoke alarms (but not the replacement of batteries which is the Tenant's responsibility during the tenancy) and any mains operated carbon monoxide detectors throughout the Tenancy to ensure they are in full working order.

#### 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.

**Initials:**

7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy upon request.

7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

**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. Possessions and Refuse**

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

**10. Post**

10.1. To arrange suitable forwarding of all correspondence addressed to the Landlord at the Property direct to the Landlord's forwarding address.

**11. Gardening**

11.1 To maintain any shrubs, trees and bushes that are above a height of 5ft by lopping pruning or cutting them to the appropriate height to ensure they do not become overgrown, or a nuisance to the Tenant or any neighbouring property.

**Initials:**

## 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, 7a, 8, 10, 11, 12, 13, 14, 14za, 15 or 17 are made out copies of all the grounds being available upon written request;

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.

#### **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 with the Landlord's written consent which may be refused whichever is the earlier. The conditions relating to this are shown in Schedule 6 of this Agreement. For the avoidance of any doubt, by signing this Agreement the Tenant acknowledges that any early termination is subject to the Landlord's prior approval and the conditions in Schedule 6 being met.

#### **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**

- 4.1 Data Protection Laws: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

- 4.2 Personal Data means the following categories of information shared between the Landlord, Tenant and Agent relevant to the following categories of data subject:

- The Landlord's personal data – name, contact number, email address, home and correspondence postal address, Property address, bank details, HMRC Non Resident Landlord Approval, HM Land Registry documentation;
- Prospective Tenant and Tenant data – name, contact number, email address, postal addresses including previous and forwarding address, documentation in accordance the Immigration Act 2014, third party referencing data, bank details;
- Prospective Guarantor and Guarantor data – name, contact number, email address, postal address third party referencing data, bank details;

**Initials:**

• Contractors, third party providers or advisors data – name, contact number, email address, postal address, bank details, insurance cover, membership or regulatory bodies (i.e. gas safe.)

- 4.2.1 The Agent and the Landlord will be transferring personal data to each other for the purposes of fulfilling the Terms of Business and the Services, and each party will be data controller in relation to any personal data collected. For example, the Landlord will provide the agent with their contact details, and the Agent will be sending the Landlord details of prospective Tenants and guarantors, as well as copy documents such as the Tenancy Agreement, which all include personal data.
- 4.2.2 The Agent is registered for the purposes of Data Protection Laws with the Information Commissioner (ICO) with registration number Z5292541.
- 4.2.3 Full details of how the Agent processes the Landlord and Tenant's information can be found in their privacy policy located here: <http://www.countrywide.co.uk/notices/PrivacyNotice.pdf>
- 4.2.4 All parties may change their communication preferences or withdraw from any further communications from the Landlord direct or from the Agent by emailing [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk)
- 4.2.5 All parties shall comply with all the obligations imposed on a controller under the Data Protection Laws. This clause (Use and Disclosure of Information) is in addition to and does not relieve, remove or replace either party's obligations under the Data Protection Laws.
- 4.2.6 Where one party (the **Data Discloser**) discloses to the other (the **Data Recipient**) Personal Data for the purposes of the Services and the obligations under the signed Terms of Business each party shall:

(a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data;

(b) only disclose or allow access to the Personal Data by: its workers and those workers in its group companies; any third parties engaged to perform obligations in connection with the Terms of Business including professional advisors, contractors and any third party providers including outsourcing providers (the **Permitted Recipients**);

(c) ensure that all Permitted Recipients are subject to written contractual obligations relating to the Personal Data including obligations of confidentiality which are no less onerous than those imposed by the Terms of Business;

(d) put in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, personal data;

(e) process the Personal Data in accordance with the Data Protection Laws and only to the extent as is necessary for the performance of its obligations under the Terms of Business and in accordance with the other party's instructions from time to time;

(f) immediately notify the other party if it is of the opinion that an instruction for processing of Personal Data may violate the Data Protection Laws;

(g) maintain a record of its processing activities and the measures implemented under the Terms of Business; and

(h) allow audits by the other party or the other party's designated auditor.

- 4.2.7 Each party will assist the other in complying with all applicable requirements of the Data Protection Laws in relation to Personal Data. In particular, each party shall:

(a) promptly inform the other party about the receipt of any data subject access request and provide reasonable assistance in complying with any data subject access request;

(b) assist, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(c) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;

(d) at the written direction of the Data Discloser, delete or return any shared Personal Data to the Data Discloser on termination of the Terms of Business unless required by law to store Personal Data.

4.3 Notifications to the Agent should be at the email address [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk)

4.4 All parties agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable ('Loss') directly due to any failure by the first party or its employees or agents to comply with any of its obligations pursuant to this clause (Use and Disclosure of Information).

4.5 All parties acknowledge that they are each reliant on the other party for direction as to the extent to which it is entitled to use and process Personal Data. Consequently, no party will be liable to the other for any Loss arising from any action or omission, to the extent that such action or omission resulted directly from the other party's instructions.

**Initials:**

## 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 set out in clause 10 of the Particulars
- 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; or if sent by facsimile to the facsimile number given to the Landlord or the Agent from time to time before 4pm on a working day then the document or Notice will be deemed served on that day; or if sent by electronic service to the electronic address given from time to time on a working day that the document or Notice will be deemed served on that day.

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; or if sent by facsimile to the facsimile number given to the Landlord or the Agent from time to time before 4pm on a working day then the document or Notice will be deemed served on that day; or if sent by electronic service to the electronic address given from time to time on a working day that the document or Notice will be deemed served on that day.

**Initials:**

## 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 8 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 Landlord or 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 Landlord or 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 Landlord or 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 Landlord or 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 renewal 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 Landlord or the Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 8 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, 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 ground that the Landlord, or the Agent, holds the Deposit or any part of it.
- 1.7. To avoid doubt between the parties it is acknowledged that the Landlord and the Tenant are aware that a dispute can only be raised to TDS within a period of ninety days of the end of the Tenancy.

**Initials:**

## Protection of the Deposit

1.8. 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  
email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

## At the end of the Tenancy

1.9. As soon as is practicable at the end of the Tenancy, the Landlord or Agent will inform the Tenant whether any deductions are proposed. If there is no dispute, the Deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication.

## Purpose of the Deposit

1.10. The Deposit has been taken for the following purposes:

- Any damage, or compensation for damage, to the Property and its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property and its Fixtures and Fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

## Joint Tenant Consent to Adjudication

1.11. If the Tenant forms more than one person each of the persons forming the Tenant agrees with the other that any one of them may consent on behalf of all the other persons forming the Tenant to use alternative dispute resolution through the Tenancy Deposit Scheme ("TDS") or its successor or assignee to deal with any dispute about the Deposit at the end of the Tenancy or earlier termination of it.

**Initials:**

## Schedule 5

### Special Clauses

#### **Student Clause 1 – The List & Viewings**

Notice is here given that during the first week of The List release viewings will take place at the property between 9.00am and 4.00pm and no further notice will be given. Thereafter during the months of December to April inclusive of the Tenancy you must allow the Landlord, Property Manager and any other agents appointed by the Landlord or the Property Manager reasonable access upon prior appointment to the Property to show it to prospective Tenants, occupiers or purchasers upon being given at least 24 hours notice and during this period in addition to the period in Schedule 1 Clause 6.3 the Landlord or Property Manager may also arrange for a 'To Let' or 'For Sale' board to be erected outside the Property

#### **Student Clause 2 - Door Clause**

It is agreed and understood that fire doors at the property must be kept shut at all times. The tenant agrees not to obstruct, disconnect, or prop open any of the fire doors in the property or obstruct any fire escape route with any items

#### **Student Clause 3 - Noise and Waste Complaint**

It is agreed and understood that if the landlord or agent have to write to the tenants regarding a noise or waste complaint levied by a neighbour or the local authority that the tenant will incur an administration charge of £60 + VAT

#### **Student Clause 4 – Schedule 6 & Replacement Sharers**

It is agreed and understood that Schedule 6 and Schedule 1 Clause 7.6 of this agreement are not applicable. Provided there are 7 months remaining on the tenancy agreement and subject to contract and references and with the written approval and confirmation of all named Tenants, Tenants may request that the Landlord/Finders Keepers formally replace a current named tenant with a new tenant on the tenancy agreement. Approval of this request is entirely at the Landlord's discretion and subject to the Landlord's written approval, contract and appropriate references for the new tenant. The new tenant is to be found and approved by the currently named group as a whole. 15% of the outgoing sharer's deposit will be retained as a contribution toward cleaning and dilapidations. Please contact Finders Keepers requesting the 'Replacement sharer's policy' for full details, costs and the relevant documentation to review and sign in the event this option is required.

#### **Student Clause 5 – Renewal fee**

Contrary to part 3.7 of Schedule 1 of this agreement, the renewal fee for future agreements will be £50 + VAT per person, subject to a minimum fee of £150 + VAT per tenancy agreement

#### **Student Clause 6 – Check Out Fee**

It is understood that where Finders Keepers Student Letting is the property manager then a check out fee equal to £60 + VAT will be charged for checking the inventory and schedule of condition. If the property is not ready for inspection at the agreed upon time then this fee will be charged at an hourly rate

#### **Student Clause 7 - Deposit Return**

It is agreed and understood that at the end of the tenancy the deposit less any agreed deductions will be returned to one nominated bank account which is agreed between the tenants

**Initials:**

## Schedule 6

### Terminating Your Tenancy Early

#### Notes to Tenants

**If considering applying to surrender your Tenancy please read the notes below, which explain your responsibilities:**

- The Tenancy Agreement makes the Tenant responsible for all of the Tenant obligations set out in the Agreement until the Tenancy is formally brought to an end.
- Unless the Tenancy Agreement contains a break clause there is not an obligation upon the Landlord to agree to the Tenancy ending earlier than the end date in the Tenancy Agreement.
- With the Landlord's written consent the Tenant can ask the Property Manager of Finders Keepers to seek a replacement person to form the Tenant.
- Only when a replacement person has been found, who meets the requirements of the Landlord and the Property Manager who enters into a new Tenancy, can a surrender of the existing Tenancy Agreement take place. Only when the surrender has taken place will the Tenant's obligations under the Tenancy Agreement end.
- To action your request to seek a replacement person to form part of the Tenant we will require your written confirmation.
- This request confirms that you accept responsibility for our charges. These will be equal to one month's rent, plus VAT. Half of this fee is payable when you confirm your intention to surrender your Tenancy and the remainder payable once the Property has been re-let. The fee is non-refundable.
- Only when the initial sum has been received can we begin marketing.
- All negotiations with prospective replacement person must be handled by the Landlord or Property Manager.
- The proposed new Tenancy will be handled like any other Tenancy application with the usual full referencing.
- The arrangements for the ending of your Tenancy and the vacation of the Property will be as laid out in our 'Inventory Check-Out Guide'.
- You will be required to vacate the Property five working days before the start of the replacement Tenancy. You will be responsible for all costs and the Rent until the start date of this new Tenancy.
- This section should be read in conjunction with our Tenancy Notes and the Tenancy Agreement.

#### **Declaration**

I/We agree and accept these terms as a condition of the early termination of the Tenancy Agreement

Signatures (all Tenants):	
Print Names:	
Signatures (all Tenants):	
Print Names:	

**Initials:**

## **Section A: Prescribed Information for Assured Shorthold Tenancies**

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 0300 037 1000  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01442 253193  
Web <http://www.tenancydepositscheme.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 <http://www.tenancydepositscheme.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: <http://www.tenancydepositscheme.com>

**(i) THE DEPOSIT**

The amount of the deposit paid is £ 3,660.00

**(ii) Address of the property to which the tenancy relates**

1 Ablett Close  
East Avenue  
Oxford  
OX4 1XH

**Initials:**

**(iii) NAME OF THE LETTING AGENT****Finders Keepers****(iv) DETAILS OF THE LANDLORD(S)****Name(s)** {Name}**Address** {Address}**(v) DETAILS OF THE TENANT(S)****Name**  
{Name}**Address**  
{Address}**E mail address****Mobile number****Fax number****Initials:**

**Contact details for the tenant(s) to be used at the end of the tenancy****Name** {Name}**Address****E mail address****Mobile number****Fax number****(vi) RELEVANT PERSON'S CONTACT DETAILS**

If there is a **Relevant Person** as defined in Schedule 5 of the Tenancy Agreement (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in **(v)** must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

**(vii) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD(S)**

**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.

**Initials:**

**(viii) 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.

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:**

**Prescribed Information for Assured Shorthold Tenancies**  
**(Continuation Sheet)**

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

**First line of address of the property to which the Tenancy relates**

{Address}

**(v) CONTACT DETAILS**

**Name**

**Address**

**Email address**

**Mobile number**

**Fax number**

**Please provide the details requested for each Relevant Person** (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

---

**Signed by or on behalf of  
the landlord**

The tenant confirms that:

- 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)**

**Initials:**

**Landlords Name/s**

*{Name}*

**Tenants Name/s**

*{Names}*

**Guarantors Name**

*{Names}*

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**SIGNED by the Landlord  
(or the agent on behalf of the  
Landlord)**

**SIGNED by the tenant**

**SIGNED by the Guarantor**

---

**Initials:**