
TENANCY AGREEMENT

Before reading this document you should note the following:-

- Read this document carefully.
- Once signed and dated this Agreement will be legally binding and may be enforced by Court Proceedings. You should make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement (the “Agreement”).
- You should obtain independent legal advice before signing, if you are unsure of the contents or your obligations under this Agreement.
- Check that any documents which form part of the Agreement are attached or are given to you at the start of the Tenancy.

PRODUCED BY AGENT:
JONES LANG LASALLE

Initials:

TENANCY AGREEMENT (“Agreement”)
PARTICULARS

This Agreement is made between

Parties:

(1) **The Landlord:**

Of address:

(The Landlord’s actual address in the world should be shown as well as the address in England and Wales to comply with Section 48 of the Landlord and Tenant Act 1987)

The address in England and Wales for service of notices under the Landlord and Tenant Act 1987 Section 48 is as follows:

(2) **The Tenant:**

(jointly & severally liable)

Of address:

Email address:

Premises: including the private garden / excluding....

Parking: Car park space number **xx** / The Tenant has the right to park in one car parking space in the underground car park of the development

Term: From and including
To and including

Rent: £ per calendar month in advance

Deposit: £ being the equivalent of five weeks rent paid by the Tenant to the Agent

(The terms defined above shall apply to the main body of this Agreement as if contained within it.)

Initials:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following definitions and interpretation apply:
 - 1.1. "Agent" means Jones Lang LaSalle
Tel:
Email:
 - 1.2. "Agents Registered Office" means Jones Lang LaSalle whose registered office is 30 Warwick Street, London, W1B 5NH.
 - 1.3. "Court Order" means an order of the court.
 - 1.4. "Deposit" is the money specified in the Particulars held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
 - 1.5. "Deposit Holder" means the Agent who is a member of the TDS and holds the deposit under the TDS.
 - 1.6. "Fixtures and Fittings" means the contents, fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings set out in the Inventory and Schedule of Condition.
 - 1.7. "Guarantor" means the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
 - 1.8. "H A 1988" means the Housing Act 1988 (as amended).
 - 1.9. "ICE" means the Independent Case Examiner of the Dispute Service Limited.
 - 1.10. "Inventory and Schedule of Condition" means the document drawn up at the commencement of the Tenancy by the Landlord, the Agent, or the inventory clerk which includes the Fixtures and Fittings in the Premises and all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
 - 1.11. "Landlord" means the party named as the Landlord in the Particulars and includes any person owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy.
 - 1.12. "Member" means the Agent who is a member of the TDS.
 - 1.13. "Particulars" means the Particulars set out on pages 2 of this Agreement.
 - 1.14. "P F E A 1977" means the Protection From Eviction Act 1977.
 - 1.15. "Permitted Occupiers" means any other person subsequently approved by the Landlord in writing as being permitted to occupy the Premises.
 - 1.16. "Premises" means the property detailed in the Particulars. When the Premises are part of a larger building the Premises include the use of common access ways and facilities to the extent the Landlord is entitled to use them in relation to the Premises.

Initials:

- 1.17. "Prescribed Information" means the information relating to assured shorthold tenancies set out in the Schedule to the Agreement.
- 1.18. "Relevant Person" in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 1.19. "Rent" has the meaning in the Particulars.
- 1.20. "Stakeholder" means that the Agent holds the Deposit as a neutral party not releasing funds to either the Landlord or the Tenant until costing for deductions (if any) have been mutually agreed in writing or if there is no agreement by Order of the Court or upon an adjudication decision by the ICE.
- 1.21. "Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 1.22. "Superior Lease" means the lease under which the Landlord holds the Premises which set out (inter alia) the promises your Landlord has made to his Superior Landlord.
- 1.23. "TDS" means the Tenancy Deposit Scheme run by the Dispute Service Limited in accordance with the Housing Act 2004.
- 1.24. "Tenancy" means the tenancy created under this Agreement and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 1.25. "Tenant" means anyone entitled to possession of the Premises under this Agreement.
- 1.26. "Tenant Shop" means Tenant Shop Limited which acts on behalf of your Landlord to notify the local council, water supplier(s) and energy provider(s) of your Tenancy start and end date
- 1.27. "Term" has the meaning in the Particulars.
- 1.28. References to the singular include the plural and references to the masculine include the feminine.
- 1.29. The Tenant and Landlord and where relevant the Guarantor agree that the laws of England & Wales shall apply to this Agreement.
- 1.30. A working day excludes a Saturday, Sunday and a bank holiday or a public holiday in England.
- 1.31. Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under this Agreement, not just liable for a proportionate part.
- 1.32. A reference to writing or written includes e-mail but not fax.

THE LETTING

2. Premises and Term

- 2.1. The Landlord lets to the Tenant and the Tenant takes the Premises for the Term.
- 2.2. The Tenant shall have the right to use (in common with others) the communal garden subject to any rules or regulations relating to its use which are made by the Landlord or any other party responsible for the management of that garden.

3. Fixtures and Fittings

- 3.1. The Tenancy shall include the Fixtures and Fittings in the Premises as listed in the Inventory and Schedule of Condition and signed by both parties.

4. The Rent

- 4.1. The Tenant shall pay the Rent to the Landlord calendar monthly in advance whether formally demanded or not.
- 4.2. The first payment shall be made in cleared funds on or before the commencement of the Tenancy direct to Jones Lang LaSalle:

Bank:
Account Name:
Sort Code:
Account No:

- 4.3. Thereafter, payments are to be made on or before the xxx day of each calendar month to be cleared no later than the xxx day of each calendar month to be paid by the Tenant direct to Jones Lang LaSalle:

Bank:
Account Name:
Sort Code:
Account No:

- 4.4. The Landlord agrees to apportion any Rent calculated on a daily basis paid in advance for any period if the Tenancy is properly and lawfully terminated by either party by a break clause or otherwise and refund the apportioned amount to the Tenant within seven days of the Tenancy end date. Any such apportioned refund of rent payable by the Landlord to the Tenant shall be calculated in accordance with the following formula:

$$R \times \frac{D}{P}$$

where:

R is the rent paid for the final period;
D is the number of whole days of the final period for which the tenant was not in occupation of the dwelling-house; and
P is the number of whole days in that period.

4.5. The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the H A 1988 or any other statutory remedies available to recover possession of the Premises.

5. Deposit

5.1. The Tenant shall also pay to the Agent on the signing of this Agreement the Deposit. The Agent is a member of the TDS. At the end of the Tenancy the Agent shall return the Deposit to the Tenant subject to the possible deductions as set out in this Agreement and agreed between the parties. Any interest earned will belong to the Agent. Further provisions relating to the Deposit are set out in clause 28 and in the Schedule (Prescribed Information).

5.2. The Deposit is safeguarded by the TDS which is administered by:

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

Phone 0845 226 7837
Email: deposits@tenancydepositscheme.com
Fax 01494 431 123

6. Tenancy

6.1. This Agreement is intended to create an assured shorthold tenancy as defined by Section 19A of the H A 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act. Please see the Prescribed Information for more details.

TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord as follows:-

7. General

7.1. That 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.

7.2. Where the Tenant is more than one person those persons shall be jointly and severally liable for all obligations under this Agreement, as explained in the Definitions and Interpretation section.

8. Rent

8.1. To pay the Rent as set out in clause 4 of this Agreement whether or not it has been formally demanded.

8.2. To pay interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

- 8.3. Not to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the grounds that the Agent holds the Deposit or any part of it.
- 8.4. If the Rent or any other additional cost payable by the Tenant, is paid by a third party on behalf of the Tenant, the Tenant must advise the Landlord or the Agent of such before any payment is made. The Tenant will ensure the Landlord or Agent will receive copies of any such information as required to check the third party for anti-money laundering or sanctions purposes. Any payment will not be treated as Rent until:
- 8.4.1. authorisation has been received from the Tenant that the funds have been paid on their behalf (save for Rent paid by the Tenant's husband, wife or civil partner)
- 8.4.2. any anti-money laundering or sanctions checks are completed.

9. Utilities, Council Tax and Television Licence

- 9.1. To notify where applicable each supplier of water, electricity, telephone and gas that this Tenancy has started and arrange for the transfer of the accounts into the Tenant's name.
- 9.2. Not to tamper, interfere with or alter the installations or meters in or for the use of the Premises. This includes the installation of any pre-payment meter.
- 9.3. 9.3.1 To pay for all electricity, gas, central heating, power, comfort cooling and water supplies including sewerage and environmental charges which are supplied to or used in the Premises during the Tenancy including the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force. For the avoidance of doubt this includes any utilities used within the Premises initially charged via the Landlord's service charge.
- 9.3.2 Services may be charged on a quarterly basis. Where any costs are initially charged to the Landlord, the Tenant agrees to reimburse the Landlord within 14 days of receipt of a demand from the Landlord or the Agent. At the end of the Tenancy, the Tenant agrees that the Landlord or Agent may retain an appropriate sum from the Deposit towards the utility charges until such time as a final account is available to correctly apportion the charge and the retained sum.
- 9.4. To pay, if applicable, for all charges made for the use of the telephone in the Premises during the Tenancy.
- 9.5. To indemnify the Landlord or the Agent for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.
- 9.6. To pay to the Landlord all costs incurred in reconnecting any utility service, if the supply of water, gas, electricity or telephone to the Premises is disconnected due to the non payment by the Tenant of the whole or any part of the charge relating to them or as a result of any other act, lack of action or error on the part of the Tenant.
- 9.7. To arrange for the reading of the electricity, gas and water meter, if applicable, at the end of the Tenancy.
- 9.8. To register all the occupants at the Premises with the local authority and pay the council tax or any replacement tax by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority whether legally required to do so or not within 14 days of receiving a written request for such monies.
- 9.9. To pay final accounts with all utility service providers (including television licence fees and television services and cable fees) at the end of the Tenancy.

Initials:

- 9.10. To hold, if applicable, a current television licence and to pay the television licence regardless of the ownership of the television set or device. A television licence is needed to watch or record live television programmes on any channel or device, and to download or watch BBC programmes on iPlayer.
- 9.11. Not to change the telephone number without the written consent of the Landlord or the Agent which will not be unreasonably withheld and to inform the Landlord, or the Agent, of any change of telephone number promptly when the Tenant is given the new number.
- 9.12. Not to allow the telephone at the Premises to be disconnected.
- 9.13. Not to change the utility supplier without the written consent of the Landlord or the Agent unless arranged by Tenant Shop.
- 9.14. To provide the name, address and account number of the new supplier promptly upon transfer.
- 9.15. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the start of the Tenancy.

10. Additional Costs Payable by the Tenant

- 10.1. Where the Tenant requests any novation, variation or assignment of this Tenancy, the Tenant agrees to pay to the Agent £50 inclusive of VAT (or JLL's reasonable costs incurred if higher).
- 10.2. The Tenant agrees to indemnify the Landlord for any and all losses arising from requesting any surrender of this Tenancy, including, but not limited to, any costs which the Landlord might pay to JLL in connection with negotiating any such surrender, taking possession of the Premises, and any rent attributable to a resulting void period provided always that the Tenant's liability under this provision shall not exceed the rent that would have been paid by the Tenant for the remainder of the Term should the Tenancy not have been surrendered.
- 10.3. To pay by way of damages any reasonable amount incurred by the Landlord within seven days of written demand, when the Landlord is reasonably entitled to do anything to remedy any breach of this Agreement by the Tenant; unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.
- 10.4. To be responsible for assessing their liability if any and at any time for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to HM Revenue and Customs.
- 10.5. To pay on an indemnity basis to the landlord all legal and other costs and disbursements incurred by the landlord in enforcing any provisions of this agreement including recovering rent or other monies payable or recovering possession of the property for any reason whatsoever.

11. Repair Maintenance Condition

- 11.1. To keep the Premises and the Fixtures and Fittings in the same repair and condition and decorative order as stated in the Inventory and Schedule of Condition at the start of the Tenancy throughout the Term. The Tenant is not responsible for the following:

- 11.1.1. the installations which the Landlord has a legal duty to repair;

- 11.1.2. fair wear and tear;
- 11.1.3. damage covered by the Landlord's insurance policy;
- 11.1.4. fire damage unless it was caused by the negligence of the Tenant, his family, or his visitors.
- 11.2. To inform the Landlord, or the Agent promptly of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.
- 11.3. To keep all smoke alarms and carbon monoxide detectors in working order by replacing batteries where necessary, and to inform the Landlord or the Agent promptly of any maintenance required to any smoke alarm or carbon monoxide detectors.
- 11.4. 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.
- 11.5. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were insulated at the start of the Tenancy.
- 11.6. As far as the Tenant is reasonably able to ensure that all taps for all washbasins, baths and showers at the Premises are run for a minimum period of five minutes a week, and to regularly clean and disinfect showerheads, so as to aid the prevention of Legionella. The Tenant agrees to carry out reasonable recommendations made following the completion of a Legionella risk assessment.
- 11.7. To inform the Landlord or the Agent if the hot water is not heating properly or if there are any other problems with the system so that appropriate action can be taken in order to aid the prevention of Legionella.
- 11.8. 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.
- 11.9. To replace all electric light bulbs, fluorescent tubes and fuses, working at the commencement of the Tenancy.
- 11.10. To take all reasonable precautions to prevent infestation of the Premises by vermin, rodents, animals or parasites and to indemnify the Landlord for any costs associated with the eradication of any infestation caused by the negligence of the Tenant his family, or his visitors.
- 11.11. Promptly to elect whether to carry out repairs or other works which are the responsibility of the Tenant under this Agreement following any notice being served on the Tenant by the Landlord or the Agent of those repairs; or whether to authorise the Landlord or the Agent to carry out the work at the Tenant's expense. Where this obligation has not been met, the Landlord or the Agent may enter the Premises with workmen, upon giving to the Tenant at least 24 hours written notice, to carry out the repairs or other works and may charge the reasonable cost of the work to the Tenant.
- 11.12. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 11.13. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

Initials:

- 11.14. To clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family, or any visitors.
- 11.15. To take reasonable precautions not to put or allow any oil grease or other harmful or corrosive substance to be put into the washbasin, toilet, basins, sinks, or drains of the Premises.
- 11.16. To take all reasonable precautions to ensure that water stays in the bath or shower cubicle and not to use any bath or shower room as if it were a wet room.

12. Garden (if relevant)

- 12.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 12.2. To allow any person authorised by the Landlord or the Agent if applicable access to the Premises for the purpose of attending to the garden.
- 12.3. Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior written consent.
- 12.4. To cut the grass (if any) at the Premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition.
- 12.5. To keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weeded and cultivated, as at the commencement of the Tenancy.

13. Use of the Premises

- 13.1. To use the Premises for the purpose of a private residence only for the occupation of the Tenant and any Permitted Occupiers. Any Permitted Occupiers do not have any legal rights to occupy. Written permission must be obtained from the Landlord to allow guests to stay at the Premises for more than two weeks within a three month period.
- 13.2. Not to take in any boarders lodgers or paying guests but to use the same as a single private residence only.
- 13.3. That the Premises are 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 Premises 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 Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of his statutory obligations.
- 13.4. To inform the Landlord or the Agent immediately following any change of Tenant or Occupant, whether consent was gained or not so that the Landlord can comply with his statutory obligations for licencing the Premises. For the avoidance of doubt this includes sub-letting. The Tenant agrees to indemnify the Landlord for any costs that may be incurred by the Landlord arising from non-compliance with statutory obligations caused by the Tenants failure to notify the Landlord of any change of Tenant or Occupant.

- 13.5. To inform the Landlord or the Agent immediately if the Tenant has a change in circumstance which may affect the structure of the Household(s) so that the Landlord can comply with his statutory obligations for licencing the Premises. The Tenant agrees to indemnify the Landlord for any costs that may be incurred by the Landlord arising from non-compliance with statutory obligations caused by the Tenants failure to notify the Landlord of any change in the structure of the Household(s)
- 13.6. Not to register a company at the address of the Premises or run a business, trade or profession from the Premises.
- 13.7. Not to use the Premises for any illegal or immoral purpose or hold or allow any sale by auction at the Premises.
- 13.8. 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 in accordance with any conditions required for the legal use of such restricted substances.
- 13.9. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If a breach of this smoking clause occurs in the Premises, to pay for the cleaning of the carpets and the curtains and the washing down of the walls to rid the Premises of the odour of nicotine.
- 13.10. Not to use the Premises or allow others to use the Premises in a manner which causes a nuisance annoyance damage to the Premises, the Fixtures and Fittings or to any neighbouring, adjoining, or adjacent Premises or the owners or occupiers of them, including any nuisance caused by noise.
- 13.11. Not to store keep or use any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use (but not including portable gas heaters without the written consent of the Landlord or the Agent).
- 13.12. Not to decorate, redecorate or make any alterations or additions to or in the Premises.
- 13.13. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place them within or outside the Premises in a manner that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 13.14. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord or the Agent.
- 13.15. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalents.
- 13.16. Not to hang posters, pictures or other items in the Premises without the Landlord's or Agent's written consent, such consent not to be unreasonably withheld. Consent will only be granted to hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks. Any damage caused to be repaired at the Tenant's expense.
- 13.17. Not to pull down, alter or add to the Premises or do or allow anything to be done at the Premises which shall cause damage to or deterioration of the internal or external surfaces.
- 13.18. Not to cut, maim or puncture any of the walls, partitions or timbers of the Premises.

13.19. Not to alter or extend the electric installation or wiring, or telephone installation or wiring, in the Premises and to take reasonable precautions not to use any apparatus, which may cause an overload to the electrical installations in the Premises.

13.20. Not to permit any person or child to loiter or play in or around any of the common parts or steps of the building.

14. Animals and Pets

14.1. Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Agent, such consent not to be unreasonably withheld, provided that any consent given may be subsequently withdrawn, upon given reasonable notice.

15. Cleaning

15.1. To leave the Premises and the Fixtures and Fittings at the end of the Term in the same clean and tidy condition and order as stated in the check in report of the Inventory and Schedule of Condition.

15.2. To clean the inside and outside of the windows of the Premises when required, during the Tenancy, and at the end of the Tenancy, provided the windows were clean at the start of the Tenancy.

15.3. To clean and press all net curtains (if any) when necessary.

15.4. To clean in the manner appropriate to the material and re-hang all curtains.

15.5. To organise the cleaning of the Premises, the Fixtures and Fittings and of all linen covers, quilts, loose chair covers, upholstery, blankets and carpets when required during the Tenancy and at the end of the Tenancy to the same standard as at the commencement of the Tenancy and as noted in the Inventory and Schedule of Condition.

16. Access, Viewing and Inspection

16.1. To allow the Landlord, the Agent, any Superior Landlord, his agent and professional advisers on reasonable notice at reasonable times upon giving at least 24 hours written notice (except in an emergency) to enter the Premises with or without workmen and with all necessary equipment. The Tenant is only required to allow such access when one of the following arise:

16.1.1. The Tenant has not complied with a written notice under this Agreement and the Landlord wishes to enter the Premises in accordance with that notice;

16.1.2. The Landlord or his appointed contractor seeks to carry out work for which the Landlord is responsible;

16.1.3. The Landlord or the Agent wishes to inspect the Premises;

16.1.4. A professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;

16.1.5. The safety check of the gas appliances, installations and pipe-work is due to take place; or

16.1.6. To comply with statute.

- 16.2. To permit the Premises to be viewed at all reasonable times during normal working hours and at weekends, by prior mutually convenient appointment, upon giving the Tenant 24 hours prior notice, during the notice period; 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 Premises.
- 16.3. To allow the Landlord or the Agent to erect a reasonable number of “for sale” or “to let” signs at the Premises, during the last two months of the Tenancy.
- 16.4. To allow the Landlord the right to retain sets of keys to the Premises, which shall only be used with prior notification to the Tenant, except in an emergency.
- 16.5. To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

17. Locks and Alarms

- 17.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 17.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 17.3. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent, except in the case of an emergency.
- 17.4. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut and to return all keys, remote controls, or other security devices to the Landlord, or the Agent, at the end of the Tenancy, whether before or after the Term of this Agreement.
- 17.5. To pay for the cost of replacement keys, remote controls or other security devices if lost during the Tenancy or not returned at the end of the Tenancy.
- 17.6. To pay for the cost of replacement security locks if keys are lost during the Tenancy or not returned at the end of the Tenancy.
- 17.7. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

18. Insurance

- 18.1. Not to intentionally do anything, and to take reasonable precautions to prevent anything from happening, which may lead to the Landlord’s insurance becoming void for any insured loss. A copy of the Landlord’s insurance is available upon request.
- 18.2. To inform and provide written details to the Landlord or the Agent of any break in, loss or damage to the Premises or Fixtures and Fittings, promptly when the damage comes to the attention of the Tenant.
- 18.3. The Tenant alone is responsible for insuring their own belongings within the premises with a reputable insurer.

19. Superior Lease

19.1. To comply with the obligations on the part of the tenant in the Superior Lease (if the Landlord has notified the Tenant that there is a Superior Lease) so far as they are applicable to an assured shorthold tenancy for less than seven years and save insofar as they are the specific responsibility of the Landlord under this Agreement and to compensate the Landlord for any breaches of the Superior Lease by the Tenant. The Tenant will be provided with a copy of the Superior Lease upon request.

20. Inventory, Check in and Check out

20.1. 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 Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy.

20.2. That if the Tenant or his representative fails to attend the first or second appointment to check the Inventory and Schedule of Condition at the end of the Tenancy the report of an inventory clerk will be prepared at the second appointment.

20.3. 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.

21. Refuse

21.1. To remove or pay for the removal of all rubbish from the Premises, during the Tenancy, by placing it in a secured plastic bin liner and depositing it in the dustbin or receptacle made available and to dispose of all rubbish through the services provided by the local authority.

22. Empty Premises

22.1. To notify the Landlord or the Agent in writing before leaving the Premises vacant for any continuous period of 28 days or more during the Tenancy.

22.2. Once the Tenant has notified the Landlord or Agent that they will be leaving the premises vacant, to comply with any conditions set out in the Landlord's insurance policy for empty Premises, which will be provided to the Tenant on receipt of notice.

22.3. To ensure that any non essential appliances, such as boilers, washing machines and dishwashers are turned off when the Premises are empty.

23. Car Parking (if relevant)

23.1. To park private vehicle(s) only at the Premises.

23.2. To park in the car parking space, garage, or drive way allocated to the Premises, if applicable.

23.3. 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.

23.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

23.5. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

Initials:

24. Energy Performance Certificate (“EPC”)

24.1. The Tenant confirms that he 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.

25. Assignment and Subletting

25.1. Not (save as permitted by this Agreement) to assign, sub-let, part with or share possession or occupation of the whole or any part of the Premises without the written consent of the Landlord, such consent not to be unreasonably withheld.

25.2. For the avoidance of doubt (and without limiting the effect of clause 25.1), the provisions of clause 25.1 will apply in relation to any proposed arrangement or transaction by the Tenant using Airbnb or any similar website or scheme.

26. Notices

26.1. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or the Agent within a reasonable time of receipt of any notice, order, or proposal.

26.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time.

27. End of the Tenancy

27.1. Not to remove the furniture, furnishing and effects belonging to the Landlord and at the end or sooner determination of the Term to leave the same in the rooms or places in which they were at the commencement thereof.

27.2. 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.

27.3. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Premises at the end of the Tenancy.

27.4. Any goods or personal effects belonging to the Tenant which shall not have been removed from the Premises within 14 days after the end or sooner termination of the Tenancy shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred in connection with the removal, storage or sale of such items.

27.5. To pay by way of damages to the Landlord, any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

27.6. To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.

27.7. To provide a forwarding address to the Landlord or the Agent as soon as reasonably possible but no later than the ending of the Tenancy. This address will be required for administration purposes and the necessary procedure to return the Deposit.

28. Deposit and Damage Claims

28.1. The Deposit is held by the Agent as Stakeholder.

28.2. At the end of the Tenancy the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

28.2.1. making good any damage, or compensating for damage, to the Premises, the 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, damage by any of the Insured Risks and repairs that are the responsibility of the Landlord excepted;

28.2.2. the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any material breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings;

28.2.3. any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to their presence as set out in this Agreement);

28.2.4. any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord or the Agent by the local authority;

28.2.5. any unpaid accounts for utilities, water charges, telephone, television services, environmental services or other similar services or council tax incurred at the Premises for which the Tenant is liable. To avoid doubt if the Tenant fails to provide a final account from any utility supplier with proof of payment the Landlord or the Agent will be entitled to retain a reasonable sum from the Deposit until such proof is provided;

28.2.6. any rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which the Agent is entitled to recover from the Tenant;

28.2.7. any compensation due to the Landlord for the Tenant's unauthorised occupation of the Premises following the end of the Tenancy;

28.2.8. any reasonable removal and storage charges and disposal costs incurred by the Landlord in relation to items of property and belongings left in the Premises at the end of the Tenancy; and

28.2.9. any interest due under this Agreement on any of these matters at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.

28.3. The Tenant's liability for the matters referred to in clause 28.2 is not limited to the Deposit and, if that liability exceeds the Deposit, the Tenant will remain liable to the Landlord for the outstanding balance.

28.4. The Landlord or the Agent must tell the Tenant upon the Tenancy ending if they propose to make any deductions from the Deposit.

- 28.5. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Deposit or any balance of it will be made upon the Landlord and the Tenant agreeing the allocation of the Deposit.
- 28.6. The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The period may not be reduced to less than 14 days. The ICE may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 28.7. If, following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication.
- 28.8. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 28 above.
- 28.9. If there is a change in Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.
- 28.10. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise the Tenant.

29. Immigration

- 29.1. If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning his residency status in the United Kingdom from a relevant government department or body (including that of any Permitted Occupier), advise the Landlord or the Agent of such and shall provide to them upon request copies of any such written communication.

30. Electronic Documents

- 30.1. To accept any documents relating to the Tenancy electronically and sent to the Tenant's e-mail address stated in the Particulars.

31. Documentation

- 31.1. To acknowledge receipt of the How to Rent guide and TDS advisory leaflet.

LANDLORDS OBLIGATIONS

The Landlord agrees with the Tenant as follows:-

32. Quiet Enjoyment

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

Initials:

33. Repairing Obligations

- 33.1. In accordance with Section 11 of the Landlord and Tenant Act 1985, to keep in repair the structure of the Premises and exterior including drains, gutters and external pipes; to keep in repair and proper working order the installations for the supply of water, electricity, gas and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of water, gas or electricity); and for space heating or water heating. This obligation arises only after notice has been given to the Landlord or the Agent by the Tenant of any lack of repair.
- 33.2. To take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

34. Insurance

- 34.1. To insure the Premises and the Fixtures and Fittings under an appropriate household insurance policy with a reputable insurer and to provide to the Tenant a copy of the insurance certificate and policy upon request.
- 34.2. The Landlord agrees that any relevant conditions set out in his insurance policy, to which the Tenant should comply, are contained within this Agreement.

35. Repair of Appliances

- 35.1. 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 repair to the appliances is due to the negligence or misuse of the appliance by the Tenant, his family, or his visitors.

36. Safety Regulations

- 36.1. To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 36.2. To ensure that all gas appliances (if any) forming part of the Premises or Fixtures and Fittings comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate will be given to the Tenant at the start of the Tenancy and within 28 days of renewal thereafter.
- 36.3. To ensure that all electrical appliances forming part of the Premises or Fixtures and Fittings comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc (Safety) Regulations 1994.
- 36.4. To ensure that the Premises complies with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that all smoke and carbon monoxide alarms are in proper working order at the start of the Tenancy.
- 36.5. To ensure that any electrician carrying out electrical work on behalf of the Landlord at the Premises is a member of an approved scheme.

37. Superior Lease

- 37.1. To comply with all the obligations imposed upon the Landlord by a Superior Lease if the Premises are held under a Superior Lease, except insofar as they are made the responsibility of the Tenant under this Agreement.

37.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of any Superior Lease.

37.3. Where there is a Superior Lease, to take all reasonable steps to obtain the consent of the Superior Landlord if it is required by the Tenant under this Agreement.

38. Other Taxes

38.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings relating to the Premises including ground rent and service charges for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

39. Consents

39.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

40. Inventory

40.1. To pay for the cost of checking the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the start of the Tenancy and at the end or earlier termination of the Tenancy.

MUTUAL OBLIGATIONS

The Landlord and the Tenant agree as follows:

41. Damage and Habitation

41.1. If the whole or part of the Premises are destroyed or become uninhabitable by fire or any other risk against which the Landlord holds insurance then the whole or a fair proportion of the Rent shall cease to be payable until the Premises are reinstated and become habitable; unless the whole or part of the insurance monies are not recoverable because of any act or omission of the Tenant, his family, or the Tenant's visitors; or the insurer pays to re-house the Tenant. To avoid doubt between the parties the Landlord has no duty to re-house the Tenant.

41.2. If the whole of, or part of the Premises are still uninhabitable after one month, then either party may terminate this Agreement immediately, by giving written notice to the other party unless the damage is due to the negligence action or lack of action of the Tenant, his family or visitors.

42. Data Protection

42.1 It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Agent and may be used during the Tenancy; and that present and future addresses and contact details of the parties may be provided to each other, to utility suppliers, to the local authority, to a credit or reference provider, to a legal adviser, for debt collection purposes and to any other third party with an interest in the Tenancy.

42.2 The Tenant's personal data which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at <https://residential.jll.co.uk/tenancy-privacy>

Initials:

43. Service of Notices

- 43.1. Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 43.1.1. sent by first class post to the Landlord's address at the address shown in the Particulars AND on the Agent at the address shown on the front page of this Agreement; or
 - 43.1.2. sent to the Agent's e-mail address stated in clause 1.1.
- 43.2. Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 43.2.1. sent by first class post to the Premises;
 - 43.2.2. left at the Premises; or
 - 43.2.3. sent to the Tenant's e-mail address stated in the Particulars.
- 43.3. If a notice is given in accordance with this clause 43 it shall be deemed to have been received:
- 43.3.1. if delivered by hand, at the time the notice is left at the proper address;
 - 43.3.2. if sent by first-class post, on the second working day after posting; or
 - 43.3.3. if sent by e-mail, at 9.00 am on the next working day after sending.

44. Ground 1 and 2 Notice

- 44.1. The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the HA 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 Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home.
- 44.2. The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 2 of Part 1 of Schedule 2 of the HA 1988 in that the Premises are subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so. For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

45. Provisions for Re-entry

- 45.1. If at any time:
- 45.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

- 45.1.2. if any major agreement or obligation of the Tenant is not complied with; or
- 45.1.3. if any of the grounds set out in Schedule 2 of the HA 1988 (as amended) being grounds 2, 7A, 7B, 8, 10, 11, 12, 13, 14, 14ZA, 15 or 17 are made out (see Definitions); or
- 45.1.4. if the Premises shall be left unoccupied for more than 28 days without the consent of the Landlord; or
- 45.1.5. the Tenant is declared bankrupt under the Insolvency Act 1986 or has a receiver appointed in respect of his property or enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors

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

45.2. This clause 45 does not affect any rights of the Tenant under the P F E A 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

46. Third Party Rights

46.1. This Agreement shall not operate to confer any rights on any third party. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SPECIAL CLAUSES
(Individually negotiated between the parties)

47. Break Clause

SIGNED by the Landlord(s)

SIGNED by the Tenant(s)

DRAFT

Initials:

SCHEDULE

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 0845 226 7837 / 01844 262 891
Email deposits@tenancydepositscheme.com
Fax 01442 253193
Web 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: 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: www.tenancydepositscheme.com.

(i) THE DEPOSIT

The amount of the deposit paid is £

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

(iii) DETAILS OF THE LANDLORD(S) (the agent may insert their details here instead of the landlord's)

Initials:

Name(s): Jones Lang LaSalle

Address:

Email address:

Telephone number:

(iv) DETAILS OF THE TENANT(S)

Name(s):

Address:

Email address:

Telephone number:

Contact details for the tenant(s) to be used at the end of the tenancy:

Name(s):

Address:

Email address:

Telephone number:

Please provide the details requested in **(iv) for each tenant** (there is a continuation sheet for this purpose).

(v) 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 (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) 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 clause(s) 28 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.

(vii) 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:

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):

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.

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Initials: