

TENANCY AGREEMENT

ENGLAND & WALES

Date 2021.03.22

Landlord(s) AUROUS VENTURES LTD

Landlord's Address 1 HIGH STREET, COLLIERS WOOD, LONDON, SW19 2JE

1 High Street Colliers Wood, London, SW19 2JE

This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales

Landlord/ Agents Contact Details

[REDACTED]

Tenant(s) [REDACTED]

Property The dwelling known as Flat 2, 343 North End Road, London, SW6 1NN

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 6 months commencing 18th November 2020

Rent £850.00 per calendar month

Payment in advance by equal monthly payments on the 18th of each month

Deposit A deposit of 980/-- is payable on signing this Agreement

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

Part III: Definitions & Interpretation

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in the agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement

"Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Premises. It may also include anyone acting as the Landlord's letting agent, rental collection agent, or managing agent.

"Tenant" includes anyone entitled to possession of the Premises under this Agreement. Where 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.

"Premises" 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 Premises include the use of common access ways and facilities.

"The Agent" means Reality Holdings Limited Whose registered office is at 1 High Street Colliers Wood, London SW19 2JE.

"Fixtures & Fittings" relates to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and includes anything listed in any inventory and/or schedule of condition supplied.

"Inventory & Schedule of Condition" is the document drawn up prior to the commencement of the First Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures & Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant after the Check in.

"Term" or "Tenancy" (set out in paragraph 1 of this Agreement) includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Replacement Tenancy" when a tenancy is renewed or extended it is referred to in the Housing Act 1988 as a Replacement Tenancy and is seen as a continuation of the initial tenancy which means that a court when considering awarding the Landlord possession under s21 Housing Act 1988 will count the term of the Tenancy from the initial date of occupation under the first tenancy.

"Individually Negotiated Clauses" are clauses that do not form part of the standard tenancy agreement and have been especially agreed between the Landlord and the Tenant. Any individually negotiated clauses will fall outside the provisions of The Unfair Terms in Consumer Contracts Act Regulations 1999.

"Month or Monthly" means a calendar month.

"Compensate the Landlord in Damages for his loss" this means that where the Landlord is seeking compensation from the Tenant for any damage, replacement article, making good, cleaning etc the Landlord is entitled to the financial compensation but is not obliged to make the repair or making good or replace the broken or missing article

"Deposit" is the money held by the Agent in a stakeholder capacity, during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

"TDS" 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. Telephone 0845 226 7837; fax 01494 431 123; deposits@tds.gb.com

"Member" means an agent or Landlord who has joined the TDS.

"Stakeholder" means that at the end of the Tenancy deductions can only be made from the Deposit with the written consent of both parties.

"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.

"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures & Fittings contained therein.

"Water charges" include references to water sewerage and environmental service charges.

"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.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

“Consent of the Landlord” where consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtains confirmation in writing so as to avoid misunderstanding or disputes at a later date.

“First Tenancy” this relates to the tenancy entered into by the same parties to this Agreement for the same Premises and which ended before this agreement takes effect References to the singular include the plural and references to the masculine include the feminine.

This agreement is an assured shorthold tenancy as defined in section 20 of the housing act 1988 and the provision for the provision for the recovery of possession by the landlord in section 21 thereof applies accordingly.

Part IV: Dealing with the Deposit

The following paragraphs set out:

- what the Landlord or the Agent will do with the Deposit monies paid by the Tenant under paragraph 3 above;
- 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.
- settling a dispute under the Tenancy Deposit Scheme

- 6.1. The Deposit is held by the Agent and shall be placed in a nominated account as soon as reasonably practicable. Any interest earned will belong to the Agent.
- 6.2. After the Tenancy the Landlord or the Agent is entitled, with the consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.7 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 6.7. No deductions will be made without the consent of both parties.
- 6.3. The Agent/Member must tell the tenant within 28 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 6.4. If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.5. The Tenant should try to inform the Member/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 45 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (“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.
- 6.6. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Part 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 14 days of the Tenant receiving that request in writing.

- 6.7. The Landlord or the Agent may deduct monies from the Deposit (as set out in paragraph 6.2) so as to compensate the Landlord for losses caused for any or all of the following reasons:
- Any damage, or compensation for damage, to the Premises 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.
 - any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.1)
 - any sum paid by the Landlord to the local authority where housing benefit has been erroneously paid direct to the Landlord by the local authority
 - 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
 - any other breach by the Tenant of the Terms of this Agreement
 - 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
 - the reasonable costs incurred in compensating the Landlord for, or 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 Premises, its fixtures and fittings
- 6.8. 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's Agent holds the Deposit or any part of it.
- 6.9. If, after 10 working days following notification of a dispute to the Agent / Member 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 co-operate with the adjudication.
- 6.10. The statutory rights of both Landlord and Tenant to take legal action through the County Court remain unaffected by clause 6.9 above.

Part V: Obligations of the Tenant

The following paragraphs set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in Part II. If any of these Terms are broken, the Landlord may be entitled to deduct monies from the Deposit (as set out in Part IV), claim damages from the Tenant, or seek the courts permission to have the Tenant evicted from the Premises because of the breach.

General

- 7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

Paying Rent

- 8.1. To pay the Rent as set out in paragraph 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by direct debit to

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 8.2. To pay interest on any payment of Rent or part payment of Rent not made as set out in paragraph 2 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Base Lending Rate of Lloyds Banking Group plc.
- 8.3. Acceptance of cheque or other payments in settlement of rent drawn on accounts other than those of the Tenant named herein shall be accepted as agent for the Tenant and is not acceptance of such party as being the Tenant.

Further Charges to be paid by the Tenant

- 9.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord where the Landlord has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- gas
 - water (including sewerage and other environmental services)
 - electricity
 - other fuels
 - telecommunications.
- 9.3. To pay to the Landlord all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- recovering or attempting to recover any rent or other monies in arrears;
 - the enforcement of any obligation of the Tenant under this Agreement;
 - the service of any notice, apart from any Notice served under section 8 of the Housing Act 1988 or the Law of Property Act 1925 section 146, relating to any breach of this Agreement whether or not court proceedings are brought.
- 9.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any direct debit is withdrawn.
- 9.5. To pay for the television licence regardless of who owns the television set.
- 9.6. Upon the signing of the Agreement to pay the sum of £65 inclusive of VAT being the cost of the preparation and completion of the Tenancy Agreement and its counterpart.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 10.1. To take care to keep the interior of the Premises, the Fixtures & Fittings, the decorative order and condition throughout the Term as at the start of the First Tenancy as shown in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
 - any damage caused by fire or flood 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 Premises;
 - repairs for which the Landlord has responsibility (these are set out in paragraph 24.3 of this Agreement).
- 10.2. To inform the Landlord as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in Paragraph 24.3 of this Agreement.
- 10.3. To keep the Premises and Fixtures & Fittings reasonably clean and tidy throughout the Term
- 10.4. To clean to a good standard or pay for the professional cleaning of the Premises at the end of the Tenancy to the same specification to which the Premises and Fixtures & Fittings were cleaned prior to the start of the First Tenancy as detailed in the Inventory and Schedule of Condition.
- 10.5. To clean or have cleaned both internally and externally (or to compensate the landlord in damages for his loss) all reasonably accessible windows of the Premises as necessary during the Tenancy, and within one month prior to the end of the Tenancy
- 10.6. To keep all smoke alarms in the same good working order as at the start of the First Tenancy, replacing batteries where necessary.
- 10.7. 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.
- 10.8. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost or low temperatures, provided the pipes and other installations were adequately insulated at the start of the First Tenancy.
- 10.9. To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses, etc., as and when necessary during the Tenancy and to ensure that all light bulbs and fuses are in place and in working order (or to compensate the Landlord in damages for his loss) at the end of the Tenancy.
- 10.10. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adapters or extension cables when connecting appliances to the mains electric system.
- 10.11. To make good, or pay for (or to compensate the Landlord in damages for his loss), any failure by the Tenant to comply with the obligations set out in this section of this Part of the Agreement.
- 10.12. Where the Tenant is required to carry out repairs or other works under this Part of the Agreement the Landlord will give the Tenant written notice of those repairs so that the Tenant can elect whether to carry out such work within a reasonable time of being notified; or whether to authorise the Landlord to carry out the work at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises with workmen, provided he has given the Tenant at least 24 hours' notice in writing, to carry out the repairs or other works; and may charge the reasonable cost of the work to the Tenant.
- 10.13. To remove all rubbish from the Premises by putting it in a plastic bin liner, in the dustbin, or receptacle provided and disposing of it through the services provided by the Local Authority.

- 10.14. To check Fire / heat and CO2 Alarm on weekly basis and replace the depleted batteries in all such alarm system
- 10.15. To fill up water pressure in Boiler system through filling loop and ensure that once system is topped up he should turn off the loop.

Insurance

- 11.1. Not to do or fail to do anything that leads to a breach of the policy of insurance on the Premises, or Fixtures & Fittings not covering (in full or in part) the losses otherwise covered by the policy, provided the Landlord has given a copy of the Certificate and Policy of Insurance held by the Landlord to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 11.2. To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.1 of this Agreement, provided the Tenant has been given a copy of the Certificate and Policy of Insurance held by the Landlord.
- 11.3. To inform the Landlord or his Agent within a reasonable time of the Tenant becoming aware of any loss or damage to the Premises or Fixtures & Fittings.
- 11.4. To provide the Landlord or his Agent with details of any loss or damage notified under clause
- 11.3 Within a reasonable time of the Tenant becoming aware that any loss or damage has occurred.
- 11.5. The Tenant is strongly advised to insure his belongings with a reputable insurer, including insurance for accidental damage, caused by the Tenant during the Tenancy to the Premises or the Fixtures and Fittings. To avoid any doubt between the parties the Tenant is warned that his belongings are not covered by the Landlord's Insurance Policy.

Access and Inspection

- 12.1. To allow the Landlord or his Agent (or any Superior Landlord) to enter the Premises with or without workmen and with all necessary equipment. Other than in the case of an emergency, the Landlord shall give the Tenant not less than 24 hours written notice. The Tenant is only required to allow such access when:
 - the Tenant has not complied with a written notice under paragraph 10.12 of this Agreement and the Landlord wishes to enter the Premises in accordance with that paragraph;
 - the Landlord or the Agent seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in paragraph 24.3 of this Agreement);
 - the Landlord or the Agent wishes to inspect the Premises.
- 12.2. To permit the Premises to be viewed at all reasonable times during the penultimate month of the Tenancy in normal working hours including weekends, following a prior request and upon giving at least 24 hours' notice in writing, by any person who is, or is acting on behalf of, the Landlord, or the Agent, who wishes to view the Premises with a prospective purchaser or tenant of the Premises.
- 12.3. To permit the Premises to be viewed at all reasonable times during the final month of the Tenancy in normal working hours, including weekends, following a prior request by any person who is, or is acting on behalf of, the Landlord or the Agent, who wishes to view the Premises with a prospective purchaser or tenant.

12.4. To allow the Landlord or the Agent to erect “for sale” or “to let” signs at the Premises.

Assignment

13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord or his Agent in arranging any assignment granted.

13.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children to occupy or reside in the Premises up to a maximum of one occupant including children unless the Landlord has given consent, which shall not be unreasonably withheld.

Use of the Premises

14.1. To use the Premises for the purpose of a private residence only in the occupation of the Tenant.

14.2. Not to run a business solely from the Premises.

14.3. Not to register a company at the Premises.

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

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

14.6. Not to use or consume or allow to be used or consumed any drugs, or any other substance, which is, or becomes, prohibited or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.

14.7. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

14.8. Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Premises, or to any neighbouring, adjoining or adjacent property, or the owners, or occupiers of them. This will include any nuisance caused by noise.

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

14.10. Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place them within or outside the Premises 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 First Tenancy.

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

14.12. To pay all the costs of installation, removal and repair of any damage done as a result of any item being erected under clause 14.11 above.

- 14.13. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises apart from those required for general household use.
- 14.14. **To be responsible for unblocking or clearing stoppages in any sink, basin, toilet or waste pipe which serve such fixtures if they become blocked with the Tenant's waste or as a result of the actions or inactions of the Tenant (or any guest or visitor), in breach of obligations under this agreement**
- 14.15. During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents, insects or animal fleas. Where such infestation occurs as a result of action or inaction on behalf of the Tenant to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and/or removing the cause of such an infestation.
- 14.16. **To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Premises, its fixtures and fittings.**
- 14.17. To leave the Furniture and effects at the expiration or sooner determination of the tenancy in the rooms or place in which they were at the commencement of the First Tenancy.

Utilities

- 15.1. **If necessary notify the suppliers of gas, water, electricity and telephone services to the Premises that this Tenancy is continuing and to apply for the accounts for the provision of those services continue to be sent in the name(s) of the Tenant.**
- 15.2. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.3. To inform the Landlord of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 15.4. To pay to the Landlord all costs incurred in the re-connection of any utility or telephone service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.5. To arrange for the reading of the gas, electricity and water meter at the termination of the Tenancy and the departure of the Tenant from the Premises.
- 5.6. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 15.7. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause and to the local authority.

Animals and Pets

- 16.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

Leaving the Premises Empty

- 17.1. To notify the Landlord before leaving the Premises vacant for any continuous period of 28 days or more during the Tenancy.
- 17.2. To comply with any conditions set out in the Landlord's Policy of Insurance relating to empty Premises, provided a copy is given to the Tenant at the beginning of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under Paragraph 17.1 of this Agreement.

Locks and Alarms

- 18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.3. Where there is a burglar alarm installed in the Premises to pay any call-out charges or other charges incurred by the Landlord where the Tenant has accidentally or negligently set off the burglar alarm.
- 18.4. 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 and to ensure that the Landlord or the Agent is provided with any new keys to the Premises.
- 18.5. 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.
- 18.6. To return all keys, remote controls, swipe cards 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).
- 18.7. To pay for the cost of replacement of any remote controls, swipe cards or other security devices, that have been lost or have not been returned to the Landlord or the Agent at the end of the Tenancy.

Garden

- 19.1. Where there is a garden to keep the garden, paths and patios, if applicable, and any other areas of the garden, in the same condition and style as at the commencement of the Tenancy.
- 19.2. To keep the paths and patios, if applicable, and any borders and flower beds weeded, tidy, and in good order.
- 19.3. To cut the grass, if any regularly during the growing season.
- 19.4. Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the consent of the Landlord or the Agent which will not be unreasonably withheld, unless it is necessary to keep the garden in good order.

House Plants

- 20.1. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Premises which have died.

Car Parking Space

- 21.1. To park private vehicle(s) only at the Premises. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Premises.

Inventory

- 22.1. The Tenant acknowledges that he agreed to pay for the checking of the inventory at the beginning of the First Tenancy.
- 22.2. To pay for the costs of the Inventory Clerk attending a second appointment to check the Inventory at the end of the Tenancy if the Tenant fails to keep the first appointment.

Head Lease

- 23.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule A or was provided with the First Tenancy

Part VI: Further Conditions to be Kept by the Landlord

The following paragraphs set out what can be expected from the Landlord during the Tenancy in addition to the main Terms found in Part II. 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.

- 24.1. To allow the Tenant to peaceably 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.
- 24.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagees, insurers, or others).
- 24.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes) and certain installations for the supply of water, gas, electricity and sanitation (including basins, sinks, baths and sanitary conveniences and for space heating or water heating but not other fixtures, fittings, and appliances for making use of the supply of water, gas and electricity). This obligation arises only after notice has been given to the Landlord by the Tenant as set out in paragraph 10.2.
- 24.4. To repay the reasonable costs where the Tenant carries out work that would otherwise fall to be done by the Landlord under clause 24.3, provided the Landlord has been informed of the need for repair under clause 24.3 and the Landlord has failed to carry out the work within a reasonable time.
- 24.5. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer and to provide a copy of the relevant insurance certificate to the Tenant if requested.
- 24.6. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures & Fittings except that the Tenant shall pay to the Landlord the cost of any such repairs resulting from misuse by the Tenant or the Tenant's visitors.
- 24.7. 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.

- 24.8. To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of a current safety check record is provided to the Tenant at all times throughout the Tenancy
- 24.9. To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 24.10. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease and to take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 24.11. The Landlord acknowledges that he bore the cost for the making of a professionally compiled inventory and schedule of condition of the Premises before the commencement of the First Tenancy.
- 24.12. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.
- 24.13. To pay for the costs of the Inventory Clerk attending a second appointment to check the Inventory at the end of the Tenancy if the Landlord, the Agent, or the representative of the Landlord fails to keep the first appointment.
- 24.14. To pay half the cost of the preparation and completion of the Tenancy Agreement and its counterpart being £150.00 inclusive of VAT payable upon the signing of the Agreement.
- 24.15. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Part VII: Interrupting or Ending this Agreement

The following paragraphs set out the ways in which this Agreement may be brought to an end by Either party. In addition, these paragraphs set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

Ending the Tenancy and Forfeiture

- 25.1. If at any time:
 - (a) The Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
 - (b) If any agreement or obligation of the Tenant is not complied with; or
 - (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions); or
 - (d) if the Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors;

Then 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 obtaining a court order and re- entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

- 25.2. If the Tenant vacates the Premises during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires or the Premises are re-let whichever is the sooner whether or not the Tenant chooses to continue occupying the Premises.
- 25.3. The Tenant will be responsible for meeting all reasonable removal and or storage charges where small items are left in the Premises. The Landlord may remove them from the Premises if they can be easily moved and stored. However, such charges will only be incurred where the Landlord has given the Tenant written notice that he considers that items have not been cleared and the Tenant has failed to collect the property within a reasonable time thereafter.
- 25.4. The Tenant will be liable to compensate the Landlord at a rate equivalent to the daily Rent, where the Premises are left full of bulky furniture, or 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 Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant or in the absence of any forwarding address, after the Landlord or the Agent has taken reasonable steps to trace and notify the Tenant. After this time the Landlord or the Agent may consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions they will remain the liability of the Tenant.
- 25.5. The Landlord or the Agent shall arrange for the items contained in the Inventory and Schedule of Condition to be checked at the conclusion of the Tenancy, the Tenant shall allow such checks to take place following receipt of reasonable written notice from the Agent or the Landlord.
- 25.6. The Tenant will provide a forwarding address to the Landlord or the Agent as soon as reasonably possible but in any event immediately before the ending of the Tenancy. This address will be required for administration purposes and the necessary procedure to return the Deposit.

Interruptions to the Tenancy

- 26.1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant or his visitors.
- 26.2. If the Premises are not made habitable within one month, either party may terminate this Agreement with immediate effect by giving written notice to the other party.
- 26.3. In the event that any part of the Premises shall become unfit for normal use and habitation then a fair proportion of the rent shall cease to become payable until such time as the whole of the Premises are in a fit state for habitation and use.

Data Protection Act 1998

- 27.1 It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses of the parties may be provided to each other, utility suppliers, the local authority, and any credit or reference providers and for debt collection.

Service of Notices by the Landlord, the Agent, or the Tenant

- 28.1 The Landlord has notified the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: 1, High Street, Colliers Wood, London, SW19 2JE.
- 28.2 The Tenant will as soon as reasonably practicable deliver or post on to the address set out in paragraph 28.1, any notice or other communication which is delivered or posted to the Premises.
- 28.3 In compliance with the provisions of section 196 of the Law of Property Act 1925, amended by the Recorded Delivery Service Act 1962; if the Landlord or the Agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; and any documents or Notices are delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Tenant at the Premises the Tenant will be considered to have received it.
- 28.4 In compliance with the provisions of section 196 of the Law of Property Act 1925, amended by the Recorded Delivery Service Act 1962; if the Tenant or his agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Landlord at the address specified in clause 28.1 or the last known address of the Landlord; and reasonable evidence is kept of the delivery; any documents or Notices delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Landlord at the address in clause 28.1; the Landlord will be considered to have received it.

Stamp Duty

- 29.1 The parties certify that there is no agreement for a long term lease or tenancy, with Stamp Duty payable on a purchase price or premium, to which this Agreement gives effect.
- 29.2 The Tenant agrees to pay any Stamp Duty Land Tax (SDLT) due to the Inland Revenue within 30 days of the commencement of the tenancy.

Privacy Notice

Why we hold and process information

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation. This includes:

- dealing with lettings;
- dealing with applications for tenancies;
- checking suitability for tenancies (including credit, immigration and similar checks);
- managing property;
- collecting rent;
- maintaining our accounts and records; and
- Dealing with tenancy deposits.

Relevant information may include personal details, employment and education details and financial details.

By law, we have to carry out immigration checks on new tenants and residents. We have to keep copies of the documents we inspect as part of these checks. We may keep these copies on computer.

Sharing information with others

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation.

Depending on the circumstances, we may share information with:

- other landlords;
- employers;
- educational institutions, universities and colleges;
- suppliers (including gas, electricity and water companies) and service providers;
- financial organisations (including banks);
- credit- and tenant-reference agencies;
- tenancy deposit schemes;
- debt-collection and tracing agencies;
- public and government bodies (including those who deal with benefits and council tax);
- contractors and repairers;
- letting and managing agents; and
- Any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so if we need to.

Council tax and utilities and services

To make sure that council tax and utility and service bills (including water charges) are correctly collected, we share information with the relevant local authority and utility or service providers. We also share this information to make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain geographic areas we have to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, we may pass this information to water companies.

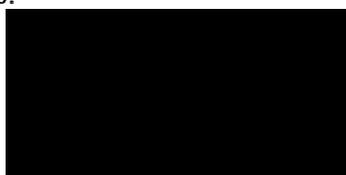
Why we use your personal information

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

Right to gather information

You have the right to ask for a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is not accurate. To ask for this information, please write to us or email us.

Landlord's signature



Witness's signature

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Tenant's signature(s)



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Witness's signature

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