

APPENDIX 2



108 Properties Ltd
and
Daniel Richard Seldon, Manan Kalpesh Besherdas, Theo John Whittingham, and
Yuanlong Qiao

ASSURED SHORTHOLD TENANCY AGREEMENT

PREMISES: 12 Brockley Gardens, Brockley, London, SE4 1SZ

RENT: [REDACTED]

TERM: [REDACTED]

DEPOSIT: [REDACTED]

Landlords
Address: [REDACTED]

Bank details: [REDACTED] Sort Code: [REDACTED] Account Number: [REDACTED]

Important Notice

This document contains the Terms of the Tenancy. It sets out the promises made by the Tenant and the Landlord to each other. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

- A. The Landlord lets, and the Tenant takes the Premises for the Term and at the Rent specified above together with the Landlord's Fixtures and Effects now in the Premises as specified in the Inventory and Schedule of Condition agreed between the parties to the Agreement; or agreed between the parties within seven days of the date of signing the Tenancy Agreement.
- B. This Tenancy is subject to and the Landlord and Tenant agree to be bound by the General Tenancy Conditions set out in this Agreement including the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions".
- C. NOTICE: The Landlord hereby gives notice to the Tenant that this Agreement is intended to create an Assured Shorthold Tenancy as defined within Part I Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly unless the Landlord gives the Tenant(s) a notice under paragraph 2 of Schedule 2A to that Act.
- D. The Tenant shall pay to the Landlord or the Landlord's Agent on the signing of this Agreement the amount of the Deposit and the first payment of Rent.
- E. This Tenancy includes the use of the Landlord's Fixtures and Effects.
- F. This Tenancy will be subject to the Definitions and Interpretation shown below.

Definitions & Interpretation

"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 later owns the Premises.

"Tenant" includes anyone entitled to possession of the Premises under this Agreement. Where more than one person comprises 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.

"The Landlord's Agent" or "the Agent" is the agency introducing the Tenant to the property or anyone who subsequently takes over the rights and obligations of the Agent.

"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.

"Fixtures and Effects" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

"Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or within fourteen days of the commencement of the Tenancy.

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

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

"Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold.

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

"Superior Landlord" means the person for the time being who owns the interest in the Building of which the Premises form part 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.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

GENERAL TENANCY CONDITIONS

1. TENANT'S OBLIGATIONS

The Tenant will: -

Rent

- 1.1. Pay the Rent to the Landlord at the times and in the manner specified whether demanded or not.
- 1.2. To pay interest at the rate of 4% per year above the base rate of HSBC Bank plc for the time being in force on any Rent in arrears for more than fourteen days calculated from the date upon which the Rent was due to be paid until the date upon which it is actually paid.
- 1.3. If payment of the Rent is made by any party other than the Tenant, the payment shall be accepted as payment by an Agent on behalf of the Tenant.
- 1.4. To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

Utilities Council Tax and Other Charges

- 1.5. To inform the local authority of the name of the Tenant and to pay for any Council Tax (or similar tax or levy) imposed by any relevant authority for the duration of the Tenancy.
- 1.6. To open accounts in the Tenant's own name at the start of the Tenancy for the supply of water including sewerage and environmental charges, gas, electricity, telephone and satellite television (if any), unless the Landlord or his Agent informs the Tenant that he will carry this out on the Tenant's behalf.
- 1.7. Pay for all water (including sewerage and environmental charges), gas and electricity consumed on or supplied to the Premises during the Term and for all charges made for the use of the telephone at the Premises during the Term (including standing charges, deposits, reconnection and termination charges).

- 1.8. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier and to provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 1.9. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 1.10. To terminate and pay the accounts at the end of the Term with all the suppliers mentioned in clause 1.6.
- 1.11. To pay the cost of returning the electricity supply to a standard meter in the event that a "power-key" system is installed.
- 1.12. Pay for the licence fee of any television set regardless of ownership; and any rental and/or charges payable for the satellite television (if any) at the Premises whether belonging to the Landlord or not.
- 1.13. Not to change the telephone number for the Premises without the Landlord's consent which will not be unreasonably withheld; and if consent is given to give the new telephone number to the Landlord or the Landlord's Agent within a reasonable time of the new number being installed.
- 1.14. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, their family, their contractors, or their visitors.

Use and Condition of the Premises

- 1.15. To take reasonable precautions to keep the interior of the Premises and all Fixtures and Effects in the same condition state of decoration as shown in the Inventory and Schedule of Condition at the start of the Tenancy. The Tenant will not be liable for:
 - Fair wear tear;
 - Damage by accidental fire;
 - Other insured risks;
 - Repairs and obligations which are the responsibility of the Landlord.
- 1.16. To take reasonable precautions to keep all sinks, drains and sanitary apparatus clear and free from obstruction; and to pay for the removal of any obstruction caused by the negligence or misuse of the Tenant, their family, visitors or contractors.
- 1.17. To make reasonable efforts to keep the Premises clean, neat and tidy during the Tenancy.
- 1.18. To clean the windows of the Premises (both inside, and outside where possible) and any voile curtains and at the end of the Tenancy.
- 1.19. To have any chimneys and flues (where fireplaces are used) in the Premises cleaned and swept annually or as often as necessary.
- 1.20. To clean to a good standard the Premises and the Fixtures and Effects at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 1.21. In the event of disagreement, the assessment made by the Landlord's Inventory Clerk of any liabilities shall be final and binding on both the Landlord and the Tenant.

- 1.22. To replace all electric light bulbs, fluorescent tubes and fuses.
- 1.23. To keep all smoke alarms and carbon monoxide alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 1.24. To follow all the instruction beside the fire panel (where applicable) in the event of an emergency or a false alarm. Failure to reset the system after a false alarm could put lives in danger.
- 1.25. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, their family, or their visitors.
- 1.26. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalents.
- 1.27. To hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks.
- 1.28. Not to pull down alter add to or in any way interfere with the construction or arrangement of the Premises and not to cut into or make any holes or affix anything in the walls ceilings and floors of the Premises without the consent of the Landlord which will not be unreasonably withheld.
- 1.29. Not to carry out any redecoration of the Premises or any part thereof without the previous consent of the Landlord.
- 1.30. To inform the Landlord of any defects or need of repair of the Premises or the Fixtures and Effects which form part of the Landlord's obligations to repair.
- 1.31. To inform the Landlord's nominated service engineers of any defect or need of repair of any of the Fixtures and Effects for which the Tenant has been given copies showing the items are covered by guarantee or service maintenance agreement
- 1.32. To take reasonable precautions to prevent the Landlord's Fixtures and Effects from being destroyed or damaged; and to report any damage to the Landlord within a reasonable time of it coming to the notice of the Tenant.
- 1.33. To take all reasonable precautions against freezing or other damage to the Premises provided all the installations at the Premises were adequately insulated at the start of the Tenancy.
- 1.34. To keep the Premises reasonably ventilated and heated to prevent freezing or condensation.
- 1.35. To return the Premises and the Fixtures and Effects to the Landlord on the final day of the Tenancy in the same condition and repair as specified in the check in report of the Inventory and Schedule of Condition except for fair wear and tear, damage covered by insured risks and any repairs which are the obligation of the Landlord.
- 1.36. To pay for the replacement of any Fixtures and Effects that have been destroyed, lost, broken or damaged by the Tenant, their family, visitors or contractors, after considering fair wear and tear, damage covered by insured risks and depreciation.
- 1.37. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Agreement.

- 1.38. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, their family or their visitors.
- 1.39. 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.
- 1.40. To permit the Landlord or the Landlord's agent to give to the Tenant notice in writing or electronic mail of all need of repair cleaning amendments and restorations to the interior of the Premises; and all destruction loss or damage to the Fixtures and Effects that are the obligation of the Tenant to rectify; and by such notice to require the Tenant to repair, clean, amend, restore, or make good within one month or a lesser time if it is necessary.
- 1.41. Not to remove all or any of the Fixtures and Effects specified in the Inventory and Schedule of Condition or any substituted items from the Premises without the previous consent of the Landlord.
- 1.42. To leave the Fixtures and Effects in the rooms or places in which they were at the commencement of the Tenancy at the termination or earlier ending of the Tenancy.
- 1.43. Not to register a company at the address of the Premises.
- 1.44. Not to run a business solely from the Premises.
- 1.45. Not to use the Premises for any illegal purpose.
- 1.46. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 1.47. Not to hold or allow any sale by auction at the Premises.
- 1.48. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 1.49. Not to obstruct, soil or damage the access-ways and common parts of the Building.
- 1.50. To use any common parts only for access to and exit from the Premises.
- 1.51. 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.
- 1.52. To pay all the costs of installation, removal and repair of any damage done as a result of a breach of clause 1.51 above.
- 1.53. Not to keep any inflammable or offensive goods provisions or materials in or at the Premises, apart from those required for general household use.

Garden and Outside Space

- 1.54. To maintain any garden, balcony, patio, window boxes or other outside space at either the front or the rear of the Premises, if any, to a reasonable standard of upkeep throughout the Tenancy

and to return them in the same condition and style at the end of the Tenancy as stated in the Inventory and Schedule of Condition, and to bear the cost of any damage caused to the Premises by negligence of care to outside spaces.

- 1.55. To keep the window boxes, borders, pathways, and patios, if any, weeded throughout the Tenancy, and to keep any pathways and patios clean and free of moss throughout the Tenancy.
- 1.56. To cut the grass, if any, regularly during the growing season.
- 1.57. To water any plants as appropriate throughout the Tenancy, and keep the lawn, if any, watered during dry weather.
- 1.58. To allow any person(s) authorised by the Landlord or Agent access to the Premises for the purpose of attending to any outside space.
- 1.59. Not to lop, damage, remove or destroy any existing trees, shrubs or other planting to change the style of the outside space, if any, unless it is required to keep the outside space to a reasonable standard of upkeep without the consent of the Landlord which will not be unreasonably withheld.
- 1.60. Not to make any alterations to the style of any outside space by planting bulbs, seeds or plants, or by altering any landscaped areas such as but not limited to lawns, patio, decking, hedges, fences, raised beds, pergolas, greenhouses, ponds, sheds or pathways without consent of the Landlord which will not be unreasonably withheld.

Access and Inspection

- 1.61. To permit the Landlord, his employees, or agents or any other person who has authority from the Landlord or the Agent to enter the Premises at all reasonable times during the Tenancy upon giving at least 24 hours' notice in writing or electronic mail, or with the prior consent of the Tenant, such consent not to be unreasonably withheld, except in an emergency;
 - To remedy a defect in services supplied to other flats in the Building;
 - To inspect the Premises and the Fixtures and Effects;
 - To carry out any works of maintenance or repair to the Premises or elsewhere in the Building for which the Landlord is responsible or considers necessary;
 - The Tenant has not complied with a written notice under clause 1.38 of this Agreement and the Landlord or the Agent wishes to enter the Premises according to that clause;
 - To carry out the safety check of the gas appliances which is due to take place;
 - To carry out any remedial work required after the gas safety check has taken place.
- 1.62. To permit the Landlord or the Agent at reasonable hours in the daytime by prior mutually acceptable appointment and upon giving at least 24 hours' notice in writing or electronic mail during the last 2 months of the Tenancy to enter and view the Premises with prospective tenants or purchasers.
- 1.63. 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.

Assignment and Sub-Letting

- 1.64. Not to assign, sublet, charge, or part with possession of the whole or any part of the Premises at any time during the tenancy.
- 1.65. Not to take in any lodger or paying guest without the Landlord's consent which will not be unreasonably withheld.

- 1.66. To use the Premises only as a private residence for the Tenant and their immediate family.

Insurance and Vacant Periods

- 1.67. To take reasonable precautions not to do or allow anything to be done in or on the Premises which may void any insurance of the Building against fire or other risks or increase the ordinary insurance premium.
- 1.68. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Effects, within a reasonable time of the damage coming to the attention of the Tenant and to provide the Landlord or his Agent with details of any loss or damage within a reasonable time of that loss or damage coming to the attention of the Tenant.
- 1.69. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of 60 days or more during the Tenancy.
- 1.70. To comply with any conditions set out in the Landlord's Policy relating to empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 1.62 of this Agreement
- 1.71. The Tenant will be responsible for insuring his/her own belongings and possessions kept in the Premises.

Security

- 1.72. To fasten securely all locks fitted to doors or windows when the Premises are vacant and at night.
- 1.73. Not to alter or change or install any locks on any doors or windows in or about the Premises (except in an emergency) without the Landlord's consent which will not be unreasonably withheld.
- 1.74. Not to make any duplicate or additional keys to the Premises without the Landlord's consent which will not be unreasonably withheld.
- 1.75. To return all keys including any additional keys to the Landlord at the end of the Term.
- 1.76. To return any other security devices to the Landlord at the end of the Tenancy.
- 1.77. To pay for the replacement of any security devices that have been lost or mislaid by the Tenant.
- 1.78. Not to keep any bird, animal or reptile at the property without the written consent of the landlord or landlords agent. This consent may be withdrawn if this does not comply with the terms of the head lease
- 1.79. To pay any additional fee required by any Superior Landlord to obtain replacement keys if the garden key has been lost or mislaid by the Tenant.
- 1.80. To set the burglar alarm (if applicable) when the Premises are vacant.
- 1.81. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, their family or visitors has accidentally or negligently set off the burglar or fire alarm.

Costs

- 1.82. To pay the reasonable costs including legal and surveyors' fees incurred by the Landlord or

awarded by the court for:

Any applications by the Tenant for consent or approval of the Landlord required by the terms of the Tenancy including cases where consent is refused, or the application is withdrawn;

Any major breach by the Tenant of any covenant contained in this Tenancy whether for the payment of Rent or otherwise.

Refuse

- 1.83. To remove or pay for the removal of all rubbish belonging to the Tenant from the Premises, during and at the end of the Tenancy.
- 1.84. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and dispose of the refuse through the services provided by the Local Authority.

Notices

- 1.85. 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.
- 1.86. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent promptly when it comes to the attention of the Tenant.
- 1.87. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out as the Landlord's address on the first page of the Agreement, any notice or other communication which is delivered or posted to the Premises.

Head Lease (if applicable)

- 1.88. To comply with the obligations of the Head Lease provided a copy of the obligations contained in the Lease is attached to this Agreement; or the Tenant is given written details of the obligations at the start of the Tenancy.

Deposit

- 1.89. The Tenant shall pay to the Landlord or his Agent on the Date of this Agreement the Deposit provided always that the Landlord may deduct from the Deposit whatever monies may be due to him from the Tenant by virtue of any breach by the Tenant of any of his obligations under this Agreement
- 1.90. As soon as practicable after the end of the tenancy the Landlord or his Agent shall deduct such part of the Deposit as is reasonable to enable the Landlord as at the date of the end of the tenancy to make good any breach or non-compliance by the Tenant of his obligations hereunder including all costs charges and expenses incurred in connection therewith and shall account to the Tenant for any balance of such sum.
- 1.91. If the Deposit shall be insufficient for the purposes aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall be required for such purpose.
- 1.92. In the event that more than one Tenant name appears on the lease, the Landlord reserves the right to split the deposit equally amongst the named Tenants or to pay all to one named Tenant, unless instructions are received by the Landlord or his Agent from all the Tenants named on the contract to do otherwise.
- 1.93. The Deposit is safeguarded by The Tenancy Deposit Solutions Insurance based Tenancy Deposit Scheme, which is administered by:



The Landlord shall protect the deposit in accordance with the requirements of the Housing Act 2004 by use of an authorised deposit scheme, and deductions from, and repayments of the deposit will be dealt with in accordance with the rules of the scheme. As required by the Housing Act 2004, the Landlord will provide the Tenant with the prescribed information about the scheme used within 14 days of receipt of the deposit.

2. LANDLORD'S OBLIGATIONS

Quiet Enjoyment

- 2.1. The Landlord agrees with the Tenant that the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Premises during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

Insurance

- 2.2. To insure and keep insured the Premises and Fixtures and Effects under a general household policy with a reputable insurance company and to give copies of the relevant sections of any insurance policy to the Tenant at the start of the Tenancy or shortly thereafter.

Repair

- 2.3. To keep in repair and proper working order:
- the structure of the Premises;
 - the installations contained in the Premises for the supply of water gas and electricity;
 - the installations for space heating and water heating;
 - the sanitary appliances;
- Which belong to the Landlord unless the repair is due to the negligence or misuse of the Tenant their family, visitors or contractors;
- 2.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations.
- 2.5. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Effects unless the lack of repair is due to the negligence of or misuse by the Tenant, their family, visitors or contractors.

Head Lease

- 2.6. To comply with the terms of the Superior Lease if applicable.
- 2.7. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

Consent To Let

- 2.8. 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).

Safety

- 2.9. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.10. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is available to the Tenant at the start of the Tenancy and annually thereafter.
- 2.11. To confirm that the electrical installations comply with the Electrical Testing (Installation and Use) Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and that a copy of the electrical report is available to the Tenant at the start of the Tenancy and every five years thereafter.
- 2.12. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

Outgoings

- 2.13. To pay, cover and compensate the Tenant for all tax assessments and outgoing for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Inventory

- 2.14. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy. The landlord, at his discretion may decide not to provide a professional inventory
- 2.15. To pay for the cost of checking the Inventory and Schedule of Condition at the end of the Tenancy.

Possessions

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

Habitable Premises

- 2.17. If the Premises or any part of them are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent or a proportion of it will 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, their family, their contractors, or their visitors.
- 2.18. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.
- 2.19. To repay to the Tenant any Rent or a proportion of it paid in advance for any period when the Premises or any part of them are destroyed or rendered uninhabitable.

3. FORFEITURE and RE-ENTRY

It is agreed between the Landlord and Tenant as follows:

- 3.1. 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 major condition or obligation of the Tenant is not complied with;

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 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.

Early Termination without Authority

- 3.2. If the Tenant vacates the Premises during the Term, except according to the conditions of a break clause, 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 earlier, whether or not the Tenant chooses to continue occupying the Premises.

Removal of Goods

- 3.3. The Tenant will be responsible for meeting all reasonable removal charges of belongings left in the property.
- 3.4. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed or the Landlord or the Agent remove, store or dispose of the items.

4. NOTICES

- 4.1. The provisions as to the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 4.2. The provisions as to the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified as the Landlord's address on the first page of the Agreement the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified as the Landlord's address on the first page of the Agreement or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

5. SPECIAL TENANCY CONDITIONS

- 5.1. At the end of this fixed time, if we have not received from you, at least one calendar month's written notice expiring on the last day of the fixed term to terminate the agreement, then the tenancy will continue as a contractual periodic tenancy. Such notice must expire at the end of a relevant period, being the day before the Rent normally falls due. Both the Tenant and the Landlord can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement.
- 5.2. The Landlord (or, in the case of joint Landlords, at least one of them) has occupied the Premises as his only or principal home and may require the Premises as his or his spouse's only or principal home. The Landlord hereby gives notice that possession of the Premises may be recovered on Ground 1 in Part I of Schedule 2 to the Housing Act 1988 or
- 5.3. The Premises are subject to a mortgage granted before the beginning of this agreement and the mortgagee is or may be entitled to exercise a power of sale and may require possession of the Premises for the purpose of disposing of the Premises in the exercise of that power. The Landlord hereby gives notice to the Tenant that possession of the Premises may be recovered on Ground 2 in Part I of Schedule 2 to the Housing Act 1988.
- 5.4. The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single-family group. If the Tenant wants to have more than 4 occupiers from more than one family group within the Premises the Tenant must gain the Landlord's written consent. If there are more than 4 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 he may be in breach of his statutory obligations.

Smoking

- 5.5. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in premises or the common parts of the Premises without the Landlord's or the Agent's prior consent.

I hereby agree to be bound by the terms of this Agreement.

SIGNED 

Daniel Richard Seldon

9/3/2023

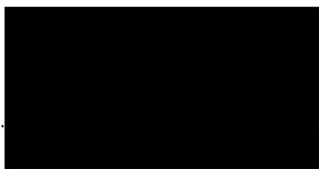
Date.....

SIGNED 

Manan Kalpesh Besherdas

8/30/2023

Date.....

SIGNED 

Theo John Whittingham

9/2/2023

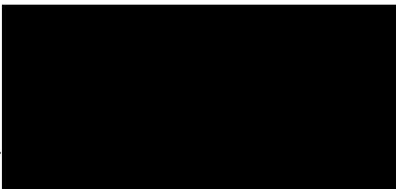
Date.....

SIGNED 

Yuanlong Qiao

8/30/2023

Date.....

SIGNED 

108 Properties Ltd
(or the Landlords Agent)

9/5/2023

Date.....