



PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The landlord or letting agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the landlord or letting agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit.

The landlord or letting agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from www.depositprotection.com.

The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It's the Landlord(s) responsibility to ensure it is accurate and given to the tenant (or tenants) within 30 days of receipt of the deposit. They should also give the tenant the opportunity to review and sign this document.

To: (insert names of all tenants and any other person (third party) paying a tenancy deposit on behalf of a tenant)

«TENA_groupname»

Tenancy details

Tenancy address

Deposit amount

Landlord or Agent details:

Name:	Knights Estate Agents
Address:	155 Queens Road, Buckhurst Hill, Essex, IG9 5AZ
Telephone:	020 8559 2211
Email:	buckhursthill@knights.co.uk
Fax:	020 8559 2333

Contact details:

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to.

by post:	The DPS The Pavilions Bridgwater Road Bristol BS99 6AA
Call:	0330 303 0030
Email:	contactus@depositprotection.com
Website:	www.depositprotection.com

How the scheme works

Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

Please see section 3 of The DPS Custodial Terms and Conditions

Deposit repayment

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

Please see section 14-19 of The DPS Custodial Terms and Conditions

Deposit disputes

Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time.

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

Please see section 20-23 of The DPS Custodial Terms and Conditions

Tenant details

Add this information for all tenants in the tenancy.

	Tenant 1	Tenant 2	Tenant 3	Tenant 4	Tenant 5
Name:	«TENA_groupname»				
Address:	«TENA_address»				
Telephone:	«TENA_mobiletelephone»				
Email:	«TENA_email»				
Fax:					
Contact address to be used by The Landlord at the end of the tenancy:					

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document.

Name of third party paying the payment:	
Address:	
Telephone:	
Email:	

Circumstances when all or part of the deposit may be retained by the landlord or letting agent

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

Schedule 1 Clauses 1-19, Schedule 3 Clause 1

I/We (being the landlord or letting agent) certify that –

The information provided is accurate to the best of my/our knowledge and belief

I/We have given the tenant(s) 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

Landlord(s)\ Agent(s):	Signature(s):	Dated:
Knightons Estate Agents		

All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

Tenant(s):	Signature(s):	Dated:
«TENA_groupname»		



Assured Shorthold Tenancy Agreement

THIS AGREEMENT IS MADE on the
«TENA_tenancystartdate»
The Particulars of this Agreement

THIS AGREEMENT IS MADE BETWEEN

A. **«OWNE_groupname»**
of **«OWNE_address»**
 ("the Landlord")

AND

B. **«TENA_groupname»**
of: **«TENA_address»**
 ("the Tenant")

AND IS MADE IN RELATION TO THE PREMISES AT:

«PROP_address»
("the Premises")

Term: «TENA_rentalterm» to start on (and include) the «TENA_tenancystartdate» to «TENA_tenancyenddate» but subject to clause 7.1 & 8.1 of Schedule 4 of the Agreement.

Rent: «AGRE_price» per calendar month, payable in advance. The first payment shall be made on the «TENA_tenancystartdate». Thereafter, payments shall be made on the «TENA_rentpaymentday».

The Deposit: The Tenant shall pay to the Agent, on the signing of this Agreement, «TENA_depositamount». At the end of the Tenancy the Agent shall return the Deposit to the Tenant subject to Schedule 3 in this Agreement.

Fixtures and Fittings

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

Type of Tenancy.

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

1. The Landlord and the Tenant will comply with the terms of this Tenancy Agreement.
2. The Tenant will comply with Schedule 1 of the Tenancy Agreement.
3. The Landlord will comply with Schedule 2 of the Agreement.
4. The Landlord and the Tenant will comply with Schedules 3, 4 and 5 of the Tenancy Agreement.

The following Definitions and Interpretation will apply to the Tenancy Agreement.

5. "Landlord" means 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.
6. "Tenant" means anyone entitled to possession of the Premises under this Agreement.
7. "Premises" means 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.
8. "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
9. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord 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.
10. "Inventory Clerk" means the person or company hired by the Landlord or The Agent to carry out the Inventory check in at the start of the Tenancy and Inventory check out at the end or earlier termination of the Tenancy.
11. "Term" or "Tenancy" means the initial Term specified the Particulars and includes any extension or continuation of the contractual Tenancy or any periodic Tenancy arising after the expiry of the original Term.
12. "Deposit" means 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.
13. "Stakeholder" means that the Deposit is held by the Agent and deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties.
14. "Agent" means Knightons Estate Agents whose registered office is situated at 155 Queens Road, Buckhurst Hill, Essex, IG9 5AZ and their assignees.

15. "Notice Period" means the amount of notice that the Landlord must give the Tenant and vice versa if applicable.
16. "Stamp Duty Land Tax" means the tax payable to the Stamp Office on the signing of this Agreement if the Rent exceeds the threshold after deduction of the discount. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
17. "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.
18. "Head Lease" means the contract which sets out the promises the 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.
19. "Household" mean members of the same family including married couples, same sex partners and related persons.
20. "TDS" means Deposit Protection Service whose details are shown in the Tenancy Agreement.
21. "ICE" means the Independent Case Examiner of Deposit Protection Service.
22. "Member" means a member of the Tenancy Deposit Scheme run by Deposit Protection Service of which the Agent is a Member.
23. References to the singular include the plural and references to the masculine include the feminine.
24. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
25. The Tenant and Landlord agree that the Courts of England and Wales shall have exclusive jurisdiction over this Agreement.
26. Any obligation of the Tenant under this Agreement to do or not to do anything shall also impose an obligation on the Tenant to ensure that any visitor or other person or persons do or not do that thing.

Schedule 1

Obligations of the Tenant

1. Paying Rent

- 1.1 To pay the Rent as set out in the Particulars of this Agreement whether or not it has been formally demanded.
- 1.2 To pay interest on any payment of Rent not made within two weeks as set out in the Particulars 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. Interest will be calculated on a daily basis at a rate of 3% plus bank of England base interest rate.

2. Further Charges to be paid by the Tenant

- 2.1 To pay, the council tax (or any similar charge which replaces it) for the Premises either directly to the local authority, or by paying that sum to the Landlord or the Agent where the Landlord or the Agent has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 2.2 To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
- gas;
 - water (including sewerage and other environmental services);
 - electricity;
 - other fuels;
 - telecommunications.
- 2.3 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord or his Agent or awarded by the Court in:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any obligation of the Tenant under this Agreement;
- 2.4 To pay for the television licence regardless of who owns the television set.
- 2.5 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, staff or his visitors.
- 2.6 To pay the Stamp Duty Land Tax payable on the Tenancy if applicable.

3. The Condition of the Premises: Repair, Maintenance and Cleaning

- 3.1 To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same repair, decorative order and condition throughout the Term as at the start of the Tenancy as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
 - any damage caused by fire or flood unless that damage was caused by the negligence of the Tenant or any other person residing, sleeping in or visiting the Premises;
 - repairs for which the Landlord has responsibility (these are set out in clause 3.1 of Schedule 2 of this Agreement);
 - anything for which the Landlord has insured.
- 3.2 To inform the Landlord promptly of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement when such repairs come to the notice of the Tenant by delivering or posting a written notice to this effect to the Landlord's address for service provided under the Landlord and Tenant Act 1987 section 48 or by sending full details by electronic means or by telephone.
- 3.3 To keep the Premises and Fixtures and Fittings reasonable clean and tidy throughout the Term.
- 3.4 To pay for the professional cleaning of the Premises including all carpets, curtains, cooker(s), hob(s) and cooker hood 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 shown in the Inventory and Schedule of Condition.
- 3.5 To keep all smoke alarms in good working order (if applicable) provided they were working at the start of the tenancy, by replacing batteries where necessary.
- 3.6 To replace all electric light bulbs, fluorescent tubes and fuses provided they were all in working order at the start of the Tenancy.
- 3.7 To replace promptly all broken glass with the same quality glass where the breakage was due to the actions of the Tenant, his family, staff, or his visitors.
- 3.8 To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Premises that may be caused by frost provided the pipes and other installations were insulated prior to the start of the Tenancy.
- 3.9 To have swept and cleaned any chimney flues at the Premises as often as necessary (if applicable), provided that the chimney flues were cleaned prior to the commencement of the Tenancy and written proof has been provided to the Tenant.
- 3.10 To clean the inside and outside of all easily accessible windows and any net curtains regularly and at the end of the Tenancy, provided the windows and the net curtains, if applicable, were clean at the commencement of the Tenancy.
- 3.11 To make good, or pay for, any losses or other costs or expenses incurred by the Landlord due to any failure by the Tenant to comply with the obligations set out in this Agreement.
- 3.12 To ensure that the water softener, if installed, 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.

- 3.13 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction provided they were free from obstruction at the start of the Tenancy.
- 3.14 To take or ensure all reasonable precautions are taken to prevent condensation by keeping the Premises ventilated and heated.
- 3.15 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence or misuse of the Tenant, his family, staff, or any visitors.
- 3.16 To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation that has been reasonably shown to be caused by the negligence of the Tenant, his family, staff, or his visitors.

4. Insurance

- 4.1 Not to do or fail to do anything that leads to the policy of insurance on the Premises, or Fixtures and Fittings not covering (in full or in part) the losses otherwise covered by the policy provided the relevant sections of the certificate and policy of insurance held by the Landlord have been given to the Tenant prior to signing this Agreement and annually upon renewal thereafter.
- 4.2 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 4.1 of Schedule 1 of this Agreement.
- 4.3 To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings when it comes to the notice of the Tenant and provide the Landlord or his Agent with written details of such loss or damage within a reasonable time of that loss or damage having occurred.
- 4.4 The Tenant is responsible for the insurance of his own possessions.

5. Access and Inspection

- 5.1 To allow the Landlord, the Agent, any Superior Landlord, his agent, contractors, or authorised professional advisers to enter the Premises with or without workmen and with all necessary equipment. Except in the case of an emergency, the Landlord or the Agent 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 clause 3.13 of Schedule 1 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause;
 - the Landlord, the Agent or an appointed contractor seeks to carry out work for which the Landlord is responsible;
 - a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;
 - the safety check of the gas appliances is due to take place;
 - the Landlord, the Superior Landlord, or the Agent wishes to inspect the Premises.

- 5.2 To permit the Premises to be viewed during the last two months of the Tenancy at all reasonable times during normal working hours following a prior request and by prior appointment giving at least 24 hours notice in writing by the Landlord, the Agent, or any person with written authority from the Landlord or the Agent, who is, or is acting on behalf of, a prospective purchaser or tenant of the Premises.
- 5.3 To allow the Landlord or the Agent to erect "for sale" or "to let" signs at the Premises.

6. Assignment and Residence

- 6.1 Not to assign, underlet, part with, or share the possession of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld.
- 6.2 Not to take in lodgers or paying guests or permit any person other than the Tenant as set out in the Particulars of this Agreement and any permitted children and personal staff to occupy or reside in the Premises.

7. Use of the Premises

- 7.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant, his immediate family and personal staff and not for business purposes.
- 7.2 Not to register a company at the address of the Premises.
- 7.3 Not to run a business from the Premises.
- 7.4 Not to use the Premises for any illegal or immoral purpose.
- 7.5 Not to use or consume or allow any third party to use or consume 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.
- 7.6 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If in breach of this clause there is smoking in the Premises the Tenant agrees to pay for the washing down of the walls, cleaning of carpets, curtains and any other Fixtures and Fittings and any redecoration required to rid the Premises of any odour caused by smoking.
- 7.7 Not to use the Premises or allow others to use the Premises in such a manner which may cause a nuisance annoyance or cause damage to the Landlord, the Premises, or to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This shall include any nuisance caused by noise.
- 7.8 Not to decorate or make any alterations or additions to or in the Premises without the Landlord's consent which will not be unreasonably withheld or delayed.
- 7.9 To make reasonable efforts to leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- 7.10 Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord which will not be unreasonably withheld or delayed.
- 7.11 To meet all costs of installation, removal and repair of any damage whether as a result of breach of clause 7.10 of Schedule 1 or when the Landlord has given written consent to any installation.
- 7.12 Not to hang laundry outside the Premises other than in places permitted for this purpose or in places consistent with local practice.

- 7.13 Not to hang any pictures, posters, or other objects on the walls using screws, nails, blue-tac, sellotape, adhesive or their equivalents.
- 7.14 To hang any pictures, posters, or other objects on the walls using a reasonable number of commercial picture hooks.
- 7.15 Not to keep any dangerous or inflammable goods, materials, fuels, or substances in or on the Premises apart from those required for generally household use.

8. Utilities

- 8.1 To notify the suppliers of gas, water, electricity, other fuels and telephone services to the Premises that the Tenancy has started.
- 8.2 To apply for the accounts for the provision of those services to be sent in the name of the Tenant.
- 8.3 Not to tamper, interfere with, alter, or add to, or allow or consent to any person tampering, interfering with, altering, or adding to the installations or meters for the supply of utility services to the Premises. This includes the installation of any pre-payment meter.
- 8.4 To inform the Landlord of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 8.5 To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
- 8.6 To provide the name, address and account number of the new supplier when the utility is transferred.
- 8.7 To pay any reasonable costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 8.8 To pay to the Landlord all costs incurred in the re-connection of any service including any arrears of payment following disconnection of any services whether caused by the Tenant's failure to comply with clause 8.2 of Schedule 1 or by any act or default by the Tenant.
- 8.9 To permit the Landlord or the Agent at the termination or earlier ending of Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority.
- 8.10 To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 8.11 To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises
- 8.12 To empty any cess pit or septic tank as and when necessary during and at the end of the Tenancy provided it had been emptied prior to the start of the Tenancy.
- 8.13 To ensure that any fuel tank containing oil holds a reasonable amount at any time to ensure efficient use of the system and to leave it filled to the level found as at the start of the Tenancy. To avoid doubt between the parties the Landlord will compensate the Tenant for any extra fuel left in the tank within fourteen days of the end of the Tenancy.

9. Animals and Pets

- 9.1 Not to keep any animals, reptiles, fish, or birds whether domestic or otherwise in the Premises without the prior written consent of the Landlord which may be withdrawn upon giving reasonable notice.
- 9.2 If any animal or other pet is kept either with or without consent being given to pay for the Premises to be professionally cleaned by a pest control company with de-infestation cleaner, to rid the Premises of fleas or other pests, at the end or earlier ending of the Tenancy.
- 9.3 To keep any animal for whom the Landlord has given written consent under control at all times and to ensure that any such animal does not cause a nuisance to any neighbour or any person going about their lawful business in the area of the Premises.
- 9.4 To keep the garden and the Premises free from fouling by any animal authorised by the Landlord during the Tenancy and at the end of the Tenancy.

10. Leaving the Premises Empty

- 10.1 To notify the Landlord in writing before leaving the Premises vacant for any continuous period of 28 days or more during the Tenancy.
- 10.2 To comply with any conditions set out in the relevant schedules of the Landlord's policy of insurance relating to empty Premises, provided a copy of the policy was given to the Tenant at the start of the Tenancy.

11. Locks

- 11.1 Not to install or change any locks in the Premises, without the prior consent of the Landlord which will not be unreasonably withheld, except in an emergency.
- 11.2 To fasten all locks and bolts on the doors and windows when the Premises are empty.
- 11.3 To set the burglar alarm if applicable when the Premises are vacant.
- 11.4 Not to have any further keys cut for the locks to the Premises without notifying the Landlord in writing of the number of additional keys cut.
- 11.5 To return all keys including any additional keys, remote controls, or other security devices to the Landlord or the Agent at the end or earlier ending of the Tenancy.
- 11.6 To pay to the Landlord or the Agent the reasonable cost of replacing the locks to the Premises and any keys or fobs required for access to the Premises or any common areas associated with the Premises where all keys given to the Tenant or subsequently cut are not returned to the Landlord or the Agent at the end or earlier termination of the Tenancy.

12. Garden (if any)

- 12.1 Not to alter the style or character of the garden.
- 12.2 Not to lop, prune, remove or destroy any existing plants, trees or shrubs.
- 12.3 To keep the garden in the same condition as at the commencement of the Tenancy.

- 12.4 To keep the borders and any paths or patios swept, weeded and in good order during the Tenancy and at the end of the Tenancy.
- 12.5 To cut the grass regularly during the growing season.
- 12.6 Where the Landlord is to provide gardening services to the Tenant, to allow any person authorised by the Landlord or his Agent access to the Property for the purpose of attending to the garden and any other purposes associated with the garden.

13. House Plants and Other Plants

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

14. Car Parking Space (if any)

- 14.1 To park private vehicle(s) only at the Premises.
- 14.2 To park in the garage, driveway or car parking space allocated to the Premises if applicable as specified in the Particulars.
- 14.3 To keep any garage, driveway, or parking space free of oil and other fuels and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, staff, contractors or visitors.
- 14.4 To remove all vehicles belonging to the Tenant, his family, staff, or visitors at the end or earlier termination of the Tenancy.
- 14.5 Not to park any vehicle at the Premises that is not compliant with the requirements of the Road Traffic Act 1988 being taxed and roadworthy.

15. Refuse

- 15.1 To remove or pay for the removal of all rubbish from the Premises during and at the end of the Tenancy.
- 15.2 To place all rubbish in a plastic bin liner and puts it in the dustbin or receptacle provided and dispose of all rubbish through the services of the local authority.

16. Notices

- 16.1 To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent within a reasonable time of any notice, order, or proposal being received.
- 16.2 To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time of receipt.

17. Inventory and Checkout

- 17.1 To return or ensure any Inventory Clerk employed by the Tenant returns a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within fourteen days of receipt of the same, with any written amendments or notes.

17.2 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 being at least 24 hours notice in writing from the Landlord or the Agent.

18. Energy Performance Certificate ("EPC")

18.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

19. Head Lease

19.1 To comply with the obligations of the Head Lease provided that a copy of the obligations is attached to this Agreement.

Schedule 2

Conditions to be Kept by the Landlord

1. Quiet Enjoyment

1.1. To allow the Tenant to peaceably hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord, any mortgagee of the Landlord, or any person rightfully claiming title under, through or in trust for the Landlord.

2. Consents

2.1. To confirm that he has obtained all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagees, insurers, or others).

2.2. To agree that if any possession proceedings are commenced for mortgage arrears that the Tenant may pay all the Rent to the mortgagee if the Tenant so chooses.

3. Statutory Repairing Obligations

3.1. 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 and keep in good order:

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) certain installations for the supply of water, gas and electricity;
- (c) sanitation including basins, sinks, baths and sanitary conveniences;
- (d) space heating and water heating;

but not other Fixtures, Fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant of any lack of repair. Where the Tenant carries out work that would otherwise fall to be done by the Landlord under

this clause, the Landlord will repay the reasonable costs when the work was carried out as an emergency or the Landlord fails to carry out work within a reasonable time.

- 3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated above.
- 3.3. To agree that if the Landlord fails to carry out works within a reasonable time of notification the Tenant may arrange such works and deduct the cost from the Rent.

4. Insurance

- 4.1. To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.
- 4.2. To provide a copy of the relevant schedules of the insurance certificate and policy to the Tenant prior to the start of the Tenancy.

5. Other Repairs and Instructions

- 5.1. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings except that the Tenant shall pay to the Landlord the cost of any such repairs arising from misuse by the Tenant, his family, staff, or his visitors.
- 5.2. To agree that if the Landlord fails to carry out repairs or replacement of any mechanical or electrical appliances within a reasonable time of notification the Tenant may arrange such works and deduct the cost from the Rent unless the lack of repair is due to the negligence or misuse of the Tenant, his family staff or visitors
- 5.3. To ensure that all appliances are in working order at the start of the Tenancy and that written instructions for all appliances are provided
- 5.4. To arrange a representative of the Landlord attends at the Premises at the start of the Tenancy to demonstrate use of all appliances and the central heating system.

6. Safety Regulations

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

7. Head Lease

- 7.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Head Lease.

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

8. Other Outgoings

- 8.1. 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.

9. Possessions and Refuse

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

10. Inventory

- 10.1. To pay for the making of a fully comprehensive Inventory prior to the commencement of the Tenancy.
- 10.2. To pay for the cost of checking the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy.
- 10.3. To agree that if a hard copy of the Inventory and Schedule of Condition is not available for the Tenant or the appointed Inventory Clerk at the check in then the Tenant will not agree or attend any check of the Premises at the start of the Tenancy. To avoid doubt a further check in will be arranged at a mutually convenient time when all documentation is available the costs to be borne by the Landlord.

11. Taxation

- 11.1. To agree that if the Landlord is not resident within the UK for more than six months in the tax year the Landlord will appoint a rent collection agent. The Landlord will keep the Tenant indemnified against any tax, charge, interest, or fine levied against the Tenant by Her Majesty's Customs and Excise due to any failure by the Landlord to advise the Tenant of his residency status for tax purposes.

12. Building Work and Repairs

- 12.1. To confirm that the Landlord is not aware of any building works, planning consents or alterations that may affect the Premises, any building of which the Premises form part or of any adjoining property which will or may take place any time within the Term of the Tenancy.

13. Cleaning

- 13.1. To pay for the professional cleaning of the Premises and the Fixtures and fittings prior to the start of the Tenancy to include the inside and outside of all cupboards, behind all free standing appliances, the shampooing of carpets and the cleaning of all curtains, linen, any blankets and quilts.
- 13.2. To avoid doubt between the parties if the Premises and the Fixtures and Fittings are not cleaned to the satisfaction of the Tenant or the Inventory Clerk representing the Tenant prior to the start of the Tenancy then the Tenant will arrange any further cleaning required and deduct the cost from the Rent.

14. Interruptions to the Tenancy

- 14.1. To agree that if the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's policy has insured, the whole or a proportion of the 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 any act or default of the Tenant, his family or his visitors.
- 14.2. If the Premises are not or cannot be made habitable within one month, either party may terminate this Agreement with immediate effect by giving written notice to the other party.

15. Overpaid Rent

- 15.1. To agree that any Rent overpaid for any period after the end or earlier termination of the Tenancy will be returned to the Tenant within seven days of the end or earlier termination of the Tenancy.

16. Apportionment

- 16.1. To agree to apportion any Rent calculated on a daily basis for any period if the Tenancy is terminated by the Tenant by a break clause or for any other valid reason and refund the apportioned amount to the Tenant within 7 days of the Tenancy being terminated.

Schedule 3

1. Dealing with the Deposit

- 1.1 The Agent shall place the Deposit in a nominated client account as soon as reasonably practicable. Any interest earned on the Deposit shall be added to the total held by the Agent, and treated as if it formed part of the sum originally paid as the Deposit.

After the Tenancy the Landlord or the Agent is entitled, with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 3 of the Agreement provided the Tenant has been provided with the Inventory and Schedule of Condition prepared at the end of the Tenancy and full details including invoices within 6 weeks of the end of the Tenancy or the Landlord or the Agent provides valid reasons in writing to the Tenant of why they cannot comply. The Landlord is not entitled to replace items with those of a newer or better standard than those in place at the start of the Tenancy and must give the Tenant credit for the depreciation in value of any item being claimed for.

If more than one such deduction is to be made by the Landlord, or the Agent, monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 3.

- 1.2 The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions made.

- 1.3 At the end of the Tenancy the Agent shall return the Deposit subject to any deductions made under this Agreement within 30 days of the end of the Tenancy except in the case of dispute. The Agent may return the Deposit by cheque to the Tenant at an address or to a bank account to be notified to the Agent by the Tenant.

- 1.4 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this 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.

- 1.5 The Landlord or the Agent may deduct monies from the Deposit (as set out in the Particulars) to compensate the Landlord for losses caused by any or all of the following reasons:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or resulting from any breach of the Terms of this Agreement by the Tenant;
- any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence);
- any other breach by the Tenant of the terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity, gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

- 1.6 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.
- 1.7 If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser, the transferee or the Agent of the purchaser. The Landlord and the Agent shall then be released from any further claim or liability in respect of the Deposit.
- 1.8 Protection of the Deposit
- 1.9 The Deposit is safeguarded by Deposit Protection Service of The Pavillions, Bridgwater Road, Bristol, BS13 8AE

which is administered by:

Deposit Protection Service

The Pavillions

Bridgwater Road

Bristol BS13 8AE

phone 0330 3030030

web www.depositprotection.com

email

fax

At the end of the Tenancy

- 1.10 The Agent must tell the Tenant within 10 working days of the end of the Tenancy if the Agent proposes to make any deductions from the Deposit.
- 1.11 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. 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.
- 1.12 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 30 days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. 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.
- 1.13 If, after 10 working days 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 (subject to clause 1.13 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 1.14 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.9 to 1.12 above

Schedule 4
General Conditions

It is further agreed between the parties as follows:

1. Ending the Tenancy and Forfeiture

1.1 If at any time:

- a) the Rent, or any part of the Rent remains unpaid for 14 days after coming due, whether formally demanded or not; or
- b) if any major agreement or obligation of the Tenant is not complied with; or
- c) if the Premises are left vacant or unoccupied for more than 28 days without the Landlord's consent; or
- d) if the Tenant shall become bankrupt or insolvent or enter into a voluntary arrangement with its creditors or be made the subject of a winding-up order whether compulsory or voluntary; or
- e) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and obtained a possession order from the County Court obtaining a court order; and re-entering the Premises with the County Court Bailiff or the High Court Enforcement Officer. 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.

2. Early Termination

2.1 If the Tenant vacates the Premises during the Term except in compliance with the terms 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.

3. Removal of Goods

3.1 The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord elects to remove them from the Premises; and store them for a maximum of 14 days. If the items are not collected within 14 days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

3.2 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 after giving the Tenant at least 14 days written notice, addressed to the Tenant at the registered office of the Tenant that they 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 have been made they will remain the liability of the Tenant.

4. Data Protection - GDPR

- 4.1 The Tenant agrees that his personal data will be processed by the Landlord\ Agent in accordance with all data protection legislation. The Tenant also agrees that his personal data will be used in the normal course of the Tenancy if the Landlord is required to provide the Tenant's details to contractors or any other supplier that is reasonably required to be instructed to perform a task to enable the parties to comply with the terms of this Tenancy.
- 4.2 Under the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") the Tenant may request a copy of any of the Tenant's personal data (as defined) that the Landlord\ Agent holds. If a request for this personal data is made in writing the Landlord\ Agent will provide all reasonable information within one month.

5. Notices

- 5.1 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: 155 Queens Road, Buckhurst Hill, Essex, IG9 5AZ
- 5.2 The Tenant has notified the Landlord that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Tenant is: «**PROP_address**»
- 5.3 The provisions as to the service of notices in section 196 of the Law of Property Act 1925 apply so 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 registered office of the Tenant by 5pm or the last known address of the Tenant if different; 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 to the registered office of the Tenant 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 registered office of the Tenant or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 5.4 The provisions as to the service of notices in section 196 of the Law of Property Act 1925 apply so 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 in clause 5.1 of schedule 4 or the last known address of the Landlord if different; 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 in clause 5.1 of Schedule 4 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 5.1 of Schedule 4 or the last known address of the Landlord if different; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

6. Stamp Duty Land Tax

- 6.1 The parties certify that there is no other agreement for a long term lease or tenancy, with Stamp Duty Land Tax payable on a purchase price or premium, to which this Agreement gives effect.

6.2 The Tenant agrees that he will be responsible for the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

7. Break Clause

7.1 The Landlord agrees that the Tenant has the right to terminate the Tenancy after the first six months by giving the Landlord not less than two months' notice in writing to be served by first class post or hand delivery to the address specified in clause 5.1 of Schedule 4 of the Agreement, to end the Tenancy. The notice must be served prior to the date upon which it takes effect but cannot take effect any earlier than the **<Insp_Due>** and cannot expire any earlier than the **<T_Leasex>**. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

7.2 The Tenant agrees that the Landlord has the right to terminate the Tenancy after the first six months by giving the Tenant not less than two months' notice in writing to be served by first class post or hand delivery to the address specified in clause 5.1 of Schedule 4 of the Agreement, to end the Tenancy. The notice must be served prior to the date upon which it takes effect but cannot take effect any earlier than the **<Insp_Due>** and cannot expire any earlier than the **<T_Leasex>**. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

8. Special Clauses

SIGNED

By, or for and on behalf of, the LANDLORD	«OWNE_groupname»

SIGNED

By, for or on behalf of the TENANT	«TENA_groupname»

IMPORTANT NOTE

Once this Agreement has been signed, the Tenant must pay for this Agreement to be stamped by the Stamp Office if the Rent exceeds the threshold of £125,000 after deduction of the discount. Failure to pay the duty could result in financial penalties. Further information can be obtained from the web site on www.hmrc.gov.uk/so or by telephoning 0845 6030135.