Dated 2024

|  |  |
| --- | --- |
|  | Morion 1 Limited and Morion 2 Limited |
|  |  |

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT NOTICE  
EXPLANATION OF THE TENANCY AGREEMENT YOU ARE ABOUT TO SIGN

This Agreement contains the Terms and Conditions of the Tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once each party has signed its part of the Agreement then both parts have been dated. You should read it carefully to ensure it contains everything you require and nothing that you are not prepared to agree to.­

If you are in any doubt about the content or effect of this Agreement we recommend that you seek independent legal advice before signing.

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EXPLANATORY NOTES

This Agreement is divided into 13 parts.

Each part contains numbered paragraphs or sentences known as clauses, each of which have a heading which describes what the paragraphs or sentences relate to.

Part 1 DEFINITIONS

Explains some of the terms used within the Agreement to make it easier to understand.

Part 2 CORE TERMS OF THE TENANCY

Describes who is bound by the terms of the Agreement, identifies the Premises to be let under the Agreement and sets out the main terms of the Agreement.

Part 3 SIGNATURES TO THE AGREEMENT

Part 4 TENANT'S OBLIGATIONS

Sets out the Tenant's duties and promises to the Landlord which must not be broken during the Tenancy.

Part 5 LANDLORD'S OBLIGATIONS

Sets out the Landlord's duties and promises to the Tenant which must not be broken during the Tenancy.

Part 6 INVENTORY

Explains how the Inventory will be used and the charges which will apply for checking it.

Part 7 DEPOSIT

Explains how the security deposit will be dealt with by the Landlord at the end of the Tenancy.

Part 8 GENERAL

Sets out clauses which relate to both the Landlord's and Tenant's actions.

Part 9 ENDING THE TENANCY/INTERRUPTING THE TENANCY

Sets out the rules that will apply when the Tenancy may be brought to an end.

Part 10 RIGHT TO RENT

Sets out the Tenants obligations to provide to the Landlord details of their and the permitted occupier's immigration status and to produce such documentation as is required by the Landlord in order for them to satisfy their Right to Rent checks

[Part 11 RENT REVIEW]

Part 12 SPECIAL TERMS OF THE TENANCY

Sets out any special conditions which apply to this specific Tenancy or consents requested by the Tenant and granted by the Landlord. This will include the Guarantor's responsibilities where a Guarantor is detailed in the Core Terms at Part 2.

Schedule 1 – Deposit

Schedule 2 – Prescribed Information

Appendix 1 – What is the Tenancy Deposit Scheme? Leaflet

Appendix 2 – Gas safety Cert/EPC and How to Rent leaflet?

DEFINITIONS

Whilst every attempt has been made to use plain language so that it will be easy to understand, it is necessary to use some legal terms or references within a Tenancy Agreement. The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not meant to be a complete list. In the event of a dispute, only a court can decide on the interpretation or meaning of any Clause, or of any part of this Agreement.

|  |  |
| --- | --- |
| Agent: | 1. any Letting Agent or Managing Agent or any other duly authorised person, notified to the Tenant, who is acting on behalf of the Landlord; |
| Binding Date: | 1. a Tenancy Agreement is not, technically, a legally binding contract until it has been "completed" by being dated, after both parties have signed, although it might be possible for either party to take legal action against the other if they withdraw prior to this date; |
| Contents: | 1. includes everything defined in Fixtures and Fittings above; |
| Consent of the Landlord: | 1. where the consent of the Landlord is required for the Tenant to carry out some action and consent is granted, the Tenant must obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date. Where consent has been granted it will be detailed under Part 13 Special Terms of the Tenancy; |
| Deposit: | 1. is the Tenant's money held by the Landlord's Agent during the Tenancy in case the Tenant should fail to comply with the any of the terms of this Agreement. (See clause 7 and the Schedule hereto); |
| Energy Performance Certificate: | 1. a certificate as defined in regulation 2(1) of the EPC Regulations; |
| EPC Regulations: | 1. Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118); |
| Fixtures and fittings: | 1. 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 (see below); |
| Guarantor: | 1. is anyone who has undertaken to guarantee to the Landlord that if the Tenant does not fulfil the promises made in the Tenancy Agreement that they, the Guarantor, will fulfil those obligations on behalf of the Tenant; |
| Head Landlord: | 1. people, or persons, to whom the ownership or interest in the Leasehold Premises might revert in the fullness of time, following the expiry of the term of any head, or superior lease; |
| Head Lease: | 1. means a Lease (if any) under which the Landlord himself holds or owns the Premises and which contains the obligations by which the Landlord, or his Tenants in turn, may be bound; |
| Inventory and/or Schedule of Condition: | 1. is the document prepared by the Landlord, the Landlord's Agent or an Inventory Clerk and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the décor and condition of the Premises generally. This document may subsequently be relied upon at the end of the Tenancy in assessing damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the Tenancy. Any significant mistakes, mis-descriptions or other amendments should be notified in writing to the Landlord or the Landlord's Agent within 48 hours of the date of the Tenancy, in order to avoid misunderstandings or disputes later; |
| joint and several liability: | 1. the expression joint and several liability means that both individually and jointly the Tenants are liable for the payment of all rents and all other obligations of the Tenants during the Tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all rent until all payments have been made in full and all obligations of the Tenant as well as any breach of the Agreement. A maximum of four people can be such joint Tenants; |
| Landlord: | includes the person or persons who own the Premises which gives them the right to possession of it at the end of the Tenancy and anyone who might subsequently own the Premises; |
| Masculine/feminine and singular/ plural: | 1. any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate; |
| Month / Monthly: | 1. means a calendar month; |
| Permitted Occupiers: | 1. means only those people named in Core Terms who are permitted by the Landlord to share occupation with the Tenant on a rent free licence and whose immigration status has been checked by the Landlord; |
| The Premises: | 1. includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuilding, which belong to the Landlord and form part of the letting. When the Tenancy is part of a larger building the Premises includes the use, in common with others, of communal access ways and other similar facilities; |
| Stakeholder for deposit: | 1. means that at the end of the Tenancy deductions can only be made by the Landlord's Agent from the deposit with the joint consent of both parties or unless an appropriate third party makes a decision; |
| Tenant: | 1. includes anyone who is entitled to possession of the Premises under the terms of this Tenancy Agreement but not including any person or persons named as permitted occupiers in Clause 2.10. Where more than one person makes up the 'Tenant' they are responsible both individually and together for the Tenants obligations (i.e., they have joint and several liability – see below); |
| The Tenancy: | 1. the Tenancy being the relationship of Landlord and Tenant created by this Agreement; |
| The term of the Tenancy: | 1. means the length of the letting agreed in this Agreement and detailed in Core Terms; |
| Utilities: | 1. this includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax; |
| Water charges: | 1. this includes charges, rates or costs relating to water, sewerage and environmental services. |

CORE TERMS OF THE TENANCY

Date:

The Parties:

The Landlord

Morion 1 Limited and Morion 2 Limited  
22 Charing Cross Road  
London  
WC2H 0HS

The Tenant

Xxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxx

The following details should be used by the Landlord or The Dispute Service Limited for contacting the Tenant at the end of the tenancy:

Email and mobile

The Premises

The Term of the Tenancy

One Year

Commencing on:

Expiry Date: [date]

The Rent

£[          ] per calendar month ([                    ] pounds) (£[          ] per annum ([          ] pounds) or as increased in accordance with this Agreement.

Payable

Rent is to be paid in advance for every calendar month on the 1st day of each and every month for the term of the Tenancy.

And Method

Payable by Standing Order to the Landlord's Agent's Bank:

National Westminster Bank  
Account Number: 81553366  
Sort Code: 60-10-18

Tenancy ref: [                    ]

The Deposit

A security deposit of £[                    ] is to be paid on or before the signing of this Agreement.

(See Clause 7 and Schedule 1 to this Tenancy Agreement.)

Landlord's agent address in England and Wales

Gascoyne Holdings Limited, 3rd Floor, 22 Charing Cross Road, London WC2H 0HS or such other agent appointed by the Landlord from time to time.

The Guarantor

[                    ] of [                    ].

The Permitted Occupier(s)

[                              ] or such other person who occupies the Premises with the previous consent of the Landlord and whose immigration status has been checked by the Landlord.

The Dispute Service Limited

A Government appointed tenancy deposit scheme ("TDS") provider in accordance with the provisions of Schedule 1 to this Tenancy Agreement.

Stakeholder

The mechanism by which the Deposit is held by the Landlord's Agent in a designated account. No deductions can be made from the Deposit without the consent from both the Landlord and the Landlord's Agent, or from the Court, or an adjudication process from the TDS.

ICE

The Independent Case Examiner of The Dispute Service Limited.

Deposit Holder

The person firm or company who holds the Deposit and who is a member of the Tenancy Deposit Scheme and The Dispute Service Limited.

SIGNATURES of the PARTIES

IMPORTANT

The agreed rent and length of the Tenancy, the Landlord and Tenant (and Guarantor if applicable) who are the parties to it, the Premises and the deposit are detailed in Part 2 (see preceding page).

The terms and obligations of the parties to this Tenancy are detailed in the following Parts and Clauses.

These terms and obligations will be legally binding once all parts of the Agreement have been signed and then dated).

To avoid misunderstandings or disputes later and to demonstrate that you have read each page of this Agreement the parties should initial the bottom of EACH page where indicated.

SIGNED BY THE PARTIES

Signed by THE TENANT

…………………………………………………… …………………………………………………

[Tenant 1] Signature

…………………………………………………… …………………………………………………

[Tenant 2] Signature

Signed by THE LANDLORD

…………………………………………………… …………………………………………………

Natalie Carroll Signature

For and on behalf of

Morion 1 Limited and Morion 2 Limited

Signed by THE GUARANTOR

…………………………………………………… …………………………………………………

[Guarantor 1] Signature

…………………………………………………… …………………………………………………

[Guarantor 2] Signature

TENANT'S OBLIGATIONS

PLEASE NOTE: These are the things that the Tenant agrees to do or not to do which it is important that the Tenant understands. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to deduct monies from the deposit, claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The Tenant agrees to the following:

Joint and several liability

To be responsible and liable for all the Tenant's obligations under this Agreement by way of joint and several liability.

Pay Rent

To pay the rent and all other sums due to the Landlord on time.

Not withhold Rent

Not to withhold the payment of rent or any other sums payable under this Agreement for any reason whatsoever on the grounds that the Landlord or Landlord's Agent is in possession of the deposit even in the event that the Landlord is in breach of this Tenancy.

Rent Payment by Someone Other Than The Tenant

That payments in respect of or on account of rent by other persons on behalf of the Tenant will be considered as payment from the Tenant named in Clause 2.2(b) and in no circumstances shall constitute the creation of a Tenancy to any other person.

Pay Interest

To pay interest (calculated from day to day) at 3% over the base rate of Barclays Bank plc on payments of rent which are more than 14 days overdue.

Pay Stamp Duty Land Tax

If applicable the Tenant shall be responsible for the payment of the Stamp Duty Land Tax payable in respect of this Tenancy within 14 days of the commencement of the Tenancy, to include any interest and penalties if applicable. Further information may be obtained from the HMRC website at www.gov.uk/stamp-duty-land-tax/overview.

Transfer Services

To arrange at the commencement of the Tenancy, for Council Tax, gas, electricity, fuel, water services and telephone (if applicable) to be transferred into the Tenant's name for the duration of the Tenancy and to pay for any transfer charge applicable.

Pay Council Tax

To pay for the Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy in respect of the Premises or, if the Landlord pays it, to reimburse the Landlord.

Pay Utilities and Telephone

To pay all charges for electricity, gas, fuel, water and environmental services, telephone lines and use of telephone, if applicable, which shall be consumed or supplied to the Premises during the course of the Tenancy.

Not Change Suppliers or Install Payment Meters

Not to have any meter which is operated by the insertion of coins, or a pre-paid card, or key installed at the Premises AND NOT to change the supplier of the domestic utilities without the prior written consent of the Landlord or the Landlord's Agent.

Use of Own Gas Appliances

* + 1. To ensure that any gas appliance(s) the Tenant brings into the Premises is/are safe to use and properly connected to the appropriate pipe work in the Premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance(s) which is/are unsafe or dangerous to either the occupants or the Premises.
    2. To inform the Landlord of any gas appliances brought onto the Premises which are not owned by the Landlord and to provide to the Landlord upon request a copy of the current Gas Safe certificate for such appliances.

Pay TV licence

To pay the television licence fee, cable television or satellite television charges (if any) for the use of any television, on the Premises.

Occupier's Liabilities

Not to allow any occupier or visitor to do or fail to do anything which is an obligation of the Tenant under this Agreement.

Head Lease Regulations

To observe the Landlord's or Head Landlord's reasonable regulations for the management of the common parts of the building as set out in Schedule 2 of this Agreement.

Communal Areas

Not to obstruct any common passageways hallways and staircases nor keep any bicycle or pushchair or any items in any communal area of the Premises without the prior written consent of the Landlord or the Landlord's Agent and further not to hang any clothes or other articles upon the exterior of the Premises or in any communal or shared garden except where expressly permitted by the Landlord or the Landlord's Agent. Any items found within the communal areas will be considered abandoned for which the Landlord reserves the right to remove immediately and dispose of and no compensation or reimbursement for the removed items will be given to the Tenant.

Repair and Cleaning of Premises

To keep the Premises and its fixtures and fittings properly clean and tidy at all times and to maintain the physical and decorative repair to a standard corresponding to its condition at the start of the Tenancy.

Care of Premises

To take reasonable and proper care in the use of the Premises, its fixtures and fittings and not to damage the Premises, its décor, appearance or structure, fixtures and fittings either internally or externally and not to make any alteration whether internal, external or structural to the Premises.

Clean Chimneys

At least once every nine months of the Tenancy or as often as may be necessary, to have any working chimneys, made use of by the Tenant, swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this Clause.

Clean Windows

To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the Tenancy, and within fourteen days prior to the end of the Tenancy.

Replace Broken Glass

To replace promptly and pay for all broken glass to the required specification where the breakage was the result of any action by the Tenant or his visitors.

Not Overload Electrical Circuits

To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

Replace Light Bulbs

To replace all electric light bulbs, fluorescent tubes, and fuses, etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes, starters, fuses are in place and in working order at the end of the Tenancy.

Check Smoke and CO2 Alarms

To test at regular intervals any battery operated smoke and/or CO2 alarms fitted in the Premises and replace any battery in an alarm, which is found not to be working. To pay the costs incurred in the event that a contractor is required to attend the Premises for such a purpose. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.

Report Defects

To notify the Landlord immediately in writing of any damage or disrepair which develops or occurs at the Premises for which the Landlord is responsible. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to prevent further damage. In addition the Tenant shall be liable for all consequential loss and expense arising from any failure to give such notice even though such damage may have resulted from fair wear and tear.

Protect from Freezing

To take all reasonable precautions as may be required from time to time to prevent damage to the Premises by frost or freezing or bursting of pipes.

Prevent Condensation

To take reasonable care to adequately 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.

Paying for Contractor Abortive Visits

To attend the Premises to permit any contractor or agent of the Landlord to gain access for any mutually agreed appointments for maintenance works to or inspection of the Premises and reimburse the Landlord for any costs incurred as a result of the Tenant's failure to attend the Premises or permit the contractor or agent access for such appointments

Not Remove Contents

Not to remove from the Premises any of the Landlord's fixtures or fittings, without obtaining the prior written consent of the Landlord or the Landlord's Agent.

Not Fix Items to Walls

Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purposes and to make good at the end of the Tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.

Not Fix an Aerial of Satellite Dish Or Notice

Not to place or fix any aerial, satellite dish or notice or advertisement or board onto the Premises (either externally or internally) without first obtaining the prior written consent of the Landlord or the Landlord's Agent. Where consent is granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the Landlord or the Landlord's Agent.

White Goods Claims

Not to make any claim against the Landlord or the Landlord's Agent for any compensation for any loss or damage suffered in the event that the washing machine or the tumble dryer, if any, at the Premises malfunctions for whatever reason and causes damage to the Tenants belongings.

Freezer Food Claims

Not to make any claim against the Landlord or the Landlord's Agent for any compensation for any loss or inconvenience suffered in the event that the refrigerator or freezer, if any, breaks down resulting in food thawing or becoming damaged or unfit for consumption.

Nuisance and Noise

Not to do anything at the Premises (including the playing of any radio, television or musical instrument or use of washing machines) which is a nuisance or annoyance or inconvenience to the Landlord or neighbours or might reasonably be considered to be anti-social behaviour. In particular not to play any music of any description so as to be audible outside the Premises between the hours of 11.00pm to 7.30am.

Inflammable Matter and Equipment

Not to keep on, or bring into, the Premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours.

Refuse and Storage

To remove all rubbish from the Premises by putting it in black bin bags in the dustbin or receptacle provided outside and disposing of it through the services provided by the Local Authority to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease but for the avoidance of doubt such rubbish and refuse should not be put out for collection prior to the evening before the relevant collection day.

Motor Vehicle Parking

If the Tenant is allocated a car parking space to only park in the space allocated to the Premises and not to store or keep on the Premises or any communal car park any boat, caravan or commercial vehicle.

Motor Vehicle Repair

Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from the general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

Drains

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 his guests) and not to put, or allow to be put, any damaging oil, grease or other harmful corrosive substances into the washing or sanitary appliances or drains within the Premises.

* 1. Alterations

(i) Not make any alteration, addition, or redecorate the Property [without the prior consent of the Landlord (such consent not to be unreasonably withheld)].

(ii) [Not carry out any alteration to the Property which would [, or may reasonably be expected to,] have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the building of which it forms part.]

Infestations

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 and in the event of any such infestation as the result of action or inaction on behalf of the Tenants to promptly inform the Landlord and to be responsible for the costs of such reasonable remedial action as the Landlord may in its absolute discretion deem necessary including the costs of rectifying and/or removing the causes of such an infestation.

Contractors

Not to engage any contractor or workman or otherwise incur any expenditure on the Landlord's behalf (except in the case of an emergency and in such case the Tenant shall contact the Landlord’s Agent’s out of hours emergency number on 0844 858 8364 in the first instance) without first obtaining the prior written consent of the Landlord or the Landlord's Agent. Where such consent is given to promptly forward to the Landlord or the Landlord's Agent any invoice relating to the agreed works either for settlement by the Landlord if the cost is the Landlord's responsibility or for the Landlord's future information.

Garden (if any)

To keep any gardens included with the Premises clean and tidy and properly cultivated including regular cutting of grass and lawns and not to dig up, or cut down, any trees, shrubs, or bushes except with the Landlord's or Landlord's Agent's prior written consent. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at the commencement of the Tenancy.

Landlord's Insured Incidents

(For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are his and are not covered by any insurance policy maintained by the Landlord)

In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Premises or its contents, to promptly inform the authorities as appropriate and the Landlord or the Landlord's Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.

Not Void Landlord's Insurance

Not to deliberately do anything, and to take reasonable steps not to allow anything to be done which leads to devastation, harm or ruin of the premises or its contents or which may materially affect the terms and conditions of the Landlord's insurance policy or may cause an increased premium to be paid by the Landlord and to repay to the Landlord on demand any sum which is required to be paid as an increased premium which becomes necessary as a result of the Tenant's breach of this Clause.

Uninsured Losses and Excess

Undertake to repay to the Landlord all sums not payable by the Landlord's Insurers in respect of any damage or loss to the Premises or the Contents and any excess sum (the excess being up to a maximum of £100 per claim) payable under the Landlord's insurance policy for each and any claim on the Landlord's policy in each case where such damage is the result of any action or inaction on the part of the Tenant, or his guests in breach of this Agreement.

Tenant's Insurance

On the understanding that no cover is provided by any insurance policy maintained by the Landlord for any personal possessions or valuables introduced into the Premises by the Tenant, arrange if desired for the full and adequate insurance cover for such items and in any event indemnify the Landlord from any loss or damage occasioned to the Premises or Contents by the introduction and use of such personal items by the Tenant.

Burglar Alarm (if any)

* + 1. Not to change any burglar alarm code (if any), without the prior written consent of the Landlord or the Landlord's Agent
    2. Not to misuse or negligently use the burglar alarm, or allow guests to misuse or negligently use the burglar alarm, and to pay any call out charge or costs for repair or resetting of the system as a result of misuse or negligence by the Tenant or his guests.

Not Change Locks

Not to change, alter, or add any locks or bolts on any doors or windows in or about the Premises or have any additional keys made for any locks on the Premises without the prior written consent of the Landlord or the Landlord's Agent.

Pay for Lost Keys

To pay the Landlord any costs incurred to supply and fit replacement keys and lock mechanisms where keys to the Premises are lost.

Secure the Premises

To take adequate precautions to keep the Premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the Premises are empty.

Empty Premises

Not to leave the Premises empty or unoccupied for any continuous period in excess of 14 days, without giving notice to the Landlord or the Landlord's Agent in advance and in the event that the Tenant intends to leave the Premises empty for a period in excess of 28 days to leave with the Landlord keys to the Premises for the duration of the Tenants absence in case of an emergency.

Not Sublet

* + 1. Not to sublet, take in lodgers or paying guests or share occupation of the Premises with anyone other than with the permitted occupiers (if any detailed in Clause 2.10).
    2. For the avoidance of doubt the prohibition in clause 4.53(a) extends to any short term lettings of the Premises including but not limited to Air Bnb or similar home sharing networks

Not Assign

Not to assign the Tenancy of the Premises or any part of it without the Landlord's or Landlord's Agent's prior written consent, such consent not to be unreasonably withheld.

Permitted Use

* + 1. To occupy the Premises as the Tenant's only or principal home.
    2. Not to use the Premises for any illegal or immoral purposes.
    3. To use the Premises only as a single private residence for the occupation of the Tenant and his dependants and any permitted occupier detailed in Clause 2.10.
    4. Not to carry on any formal or registered trade, business or profession at the Premises and not to use the Premises as the address for any trade, business or profession.
    5. Not allow the Premises to be occupied by more than 2 persons if the Premises shall have one bedroom and 4 persons if the Premises shall have 2 bedrooms or more.

Prohibited Substances

Not to use or consume in or about the Premises at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted by Statute nor manufacture cultivate or store any illegal substance or material on or in any part of the Premises.

Access to Premises

Not obstruct any access to the Premises.

Smoking

The Tenant shall not smoke or vape or permit any occupiers or visitors to smoke or vape at the Premises.

Animals and Pets

Not to keep at the Premises any animals reptiles or birds without the previous written consent of the Landlord or the Landlord's Agent such consent being capable of being revoked by the Landlord at any time.

Harassment

Not to permit or allow visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort or cause offence to any other resident of the Building of which the Premises may form part.

Notices to Premises

To send the Landlord or the Landlord's Agent all correspondence addressed to the Landlord, including any order, notice or proposal relating to the Premises or any building of which they form part or which might significantly affect the Premises, its boundaries or adjacent properties. Such correspondence must be forwarded within 5 working days of receipt.

Housing Benefit Payments

To be liable at any time to reimburse the Landlord or the Landlord's Agent any sums which the Landlord or the Landlord's Agent is required to repay to the Local Authority in respect of Housing Benefit which has been paid direct to the Landlord or the Landlord's Agent on behalf of the Tenant, and has been accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

Breach of Tenancy and Rent Arrears Costs

To pay and compensate the Landlord fully for any cost expense loss or damage incurred or suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement, including failure to pay rent, and to indemnify the Landlord from and against all actions claims and liabilities in that respect.

Permit viewing and access

During the Tenancy, subject to providing not less than 1 working day's prior notice verbally or in writing, (except in the case of emergency), to permit the Landlord or the Landlord's Agent during working hours and or at other reasonable times including at weekends to enter the Premises to:

* + 1. Inspect its condition.
    2. Carry out repairs or alterations to the Premises or any adjoining Premises.
    3. Show the Premises to prospective Tenants or purchasers during the last 2 months of the Tenancy.
    4. For any other reasonable purpose to include the sale of the reversion of the tenancy and/or the proposed mortgage of the property.

Permit Notices

During the last two months of the Tenancy to permit, at the discretion of the Landlord or the Landlord's Agent, a For Sale or To Let board or notice to be displayed on the Premises.

AT THE END OF THE TENANCY

Forwarding Address

To promptly provide as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or the Landlord's Agent for administration purposes, including the processes involved in the return of the deposit.

At the Expiration or Sooner Termination of the Tenancy

* + 1. To deliver up to the Landlord possession of the Premises and its Contents, furniture, fixtures and fittings in as sound and clean condition as at the beginning of the Tenancy (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory.
    2. To make good and/or pay for the repair of or replacement with articles of similar kind and equal value all such items of the Contents as shall be broken lost damaged or destroyed accidentally or wilfully during the Tenancy.
    3. To pay the cost of reinstatement or redecoration of any rooms or part of the Premises decorated or altered without the Landlord or the Landlord's Agents' express written permission.
    4. To return the Premises to the Landlord at the end of the tenancy cleaned to a professional standard, including the washing or dry cleaning (including ironing and pressing) of all linen counterpanes blankets curtains upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same and the cleaning of any carpets which shall be shown by reference to the Inventory to have been soiled during the Tenancy or contribute a fair proportion towards the cost of the final cleaning thereof.
    5. To notify all utility and Council Tax authorities of the date of termination of the Tenancy to arrange for any electricity, gas, water and telephone meters to be read immediately before the end of the Tenancy and pay all outstanding accounts with the service providers to include cable television up to and including the day of termination.
    6. To pay or be liable to pay any costs for reconnecting or resuming those services where the Tenant allows the utility or other services to be cut off, either during, or at the end of the Tenancy.
    7. To remove all the Tenants refuse and rubbish from within the Premises and ensure it is stored outside in proper receptacles and where appropriate make arrangements with the Local Authority or others for its prompt removal at the expense of the Tenant.
    8. To arrange for the return to the hire company prior to the Inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Premises.
    9. To return all keys and remote control devices to the Premises (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or the Landlord's Agent promptly on the last day of the Tenancy.
    10. To remove all the Tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the Premises on, or before, the last day of the Tenancy.

If any goods belonging to the Tenant shall not have been removed from the Premises at the time of the expiry or sooner termination of the Tenancy it is understood that seven days after the termination of the Tenancy the Landlord or Landlord's Agent shall be entitled to assume that the same have been abandoned by the Tenant and to dispose of them in any way they shall see fit.

LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this Agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.

The Landlord(s) agree(s) to the following:

Cleaning

To ensure the Premises are in a professionally clean and tidy condition prior to the commencement of the Tenancy and ensure all appliances are in proper working condition.

Agreement Costs

To pay for the cost of preparing this Agreement and its Counterpart.

Safety Regulations

To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the Premises for which the Landlord is responsible are safe, in proper working order and repair both at the commencement of, and during the Tenancy, in order to comply with the Landlords obligations under The Gas Safety (Installation and Use) Regulations 1988, The Electrical Equipment (Safety) Regulations 1994, The Plugs and Sockets etc., (Safety) Regulations 1994.

Repairs

To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters, and external pipes) of the Premises; to keep in repair and proper working order the installations in the Premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required by the Landlord under this Clause, regard shall be had to the age, character and prospective life of the Premises and the locality in which it is situated.

Repair Exceptions

The Landlord's repairing obligations referred to in Clause 5.4 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a Tenant-like manner; (b) to rebuild or reinstate the Premises in the case of total or major destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

Maintain/Repair Burglar alarm

Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the Tenancy to keep it in working order and repair but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.

Insurance

To keep the Premises and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary.

Quiet Enjoyment

Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least a minimum of 24 hours prior notification.

Common Parts

In the event that the Premises form part of a building to keep the common passageways staircases and hallways adequately lit and cleaned.

Premises Rendered Uninhabitable – Suspension of Rent

If the Premises are damaged by any insured risk and through no fault or negligence on the part of the Tenant, to the extent that it is totally uninhabitable, then the Tenant shall not be obliged to pay any further rent to the Landlord until such time as the Premises is again fit for occupation. Alternatively, the Tenant may give written notice to the Landlord or the Landlord's Agent to terminate the Tenancy immediately. If the Tenant terminates the Tenancy, any rent paid for a period after the date of the termination shall be paid to the Tenant by the Landlord.

Non Compensation

The Landlord shall not be liable to pay any compensation to the Tenant should the Premises become uninhabitable in the circumstances indicated and the rent be suspended.

Partial Suspension of Rent

In the event that a part of the Premises becomes unfit for normal use and habitation as determined by the Landlord, then a fair proportion of the rent shall cease to be payable until such time as the Premises is in a fit state for habitation and use.

Arbitration

In the event that the Landlord and the Tenant do not agree on the fair proportion payable under Clause 5.12 then the matter may be determined by arbitration, provided that both parties agree to arbitration and to paying the cost of arbitration in equal shares. This Clause does not affect either party's right to pursue a dispute through the courts in the usual way.

INVENTORY - Use Of The Inventory And Charges For Checking It

The Landlord and the Tenant agree:

Production of Inventory

The Landlord will be responsible for arranging and paying for the making of an Inventory and Schedule of Condition of the Premises.

Inventory Check In

The Tenant will EITHER attend an appointment with an Inventory Clerk or the Landlord's Agent to check the Inventory at the commencement of the Tenancy OR will check the Inventory supplied by the Landlord or Landlord's Agent immediately upon taking possession of the Premises and without any Clerk being present and return the said Inventory to the Landlord's Agent with any written comments within 48 hours of taking possession of the Premises.

Tenant's Copy of Report

Where the Check In is conducted by an Inventory Clerk or the Landlord's Agent the Landlords Agent will forward a copy of the Check In Report to the Tenant to retain for their information.

Charge For Check In

The Landlord will be responsible for the charge for checking the Inventory at the commencement of the Tenancy should an Inventory Clerk or the Landlords Agent attend.

Acceptance of Inventory

In the event that EITHER the Tenant does not attend the appointment to check the Inventory OR does not return the Inventory to the Landlord's Agent within 48 hours as detailed in Clause 6.2 above the Tenant agrees to accept the said Report and Schedule of Condition as being a true and complete record of the condition of the Premises at the time of their taking possession.

Use of Inventory

The original copy of the Inventory is to be retained by the Landlord's Agent after checking and agreement by the Tenant at the Check-In and will be used at the end or determination of the Tenancy for the purpose of Clause 6 of this Agreement.

Inventory Check Out

At the end or sooner determination of the Tenancy the Landlord's Agent will check the Inventory or arrange for it to be checked by an independent Inventory Clerk and if the Tenant or any representative appointed by the Tenant shall not attend an appointment made by the Landlord's Agent to check the Inventory the Tenant will accept the findings of the Landlords Agent or the appointed Inventory Clerk as being final and binding.

THE DEPOSIT – How The Security Deposit Will Be Dealt With

On the date of the tenancy the Tenant is to pay to the Landlord the Deposit which will be held by the Landlord's Agent and which shall be protected by The Dispute Service Limited in accordance with the provisions of Schedule 1 hereto

GENERAL

Rights of Third Parties

A person who is not a party to this Agreement has no rights under The Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Validity of The Agreement

This Agreement is subject to all laws and Statutes affecting Assured Shorthold Tenancies. If a Court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.

English Law

This Agreement is governed by and shall be construed in accordance with English Law and the Landlord [,][and] [the Tenant] [and Guarantor] agree to submit to the English courts in any matter concerning this Agreement.

Landlord's Address For Service of Notice

The Landlord gives notice to the Tenant pursuant to S48(1) of the Landlord and Tenant Act 1987 that notices including Notices in Proceeding may be served on the Landlord at the address of the Landlord's Agent stated in Section 2.8 of this Agreement.

Validity of Service

In accordance with section 196 of the Law of Premises Act 1925 as amended by the Recorded Delivery Service Act 1962 if either party to this Agreement delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the receiving party's address or last known address by hand or sends it by Recorded or Registered delivery or by First Class post, then the receiving party will be treated as though they have received it and any such Notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered prior to 5.00 pm it shall be deemed to have been served on the next working day. A Notice will also be deemed validly served if sent by email to the Tenant’s nominated email address, being [ ] and will be deemed served on the same day if sent before 4:30pm, or the next day if after.

Costs of Service of Notices

If the Landlord or the Landlord's Agent is obliged to serve any Notice or demand on the Tenant as a result of the Tenant's breach of any terms of this Agreement, the Tenant will be responsible for the reasonable costs incurred in such service.

Service of Notice by Landlord

Any Notice or document to be served on the Tenant may be served by the Landlord's Agent on behalf of the Landlord.

Rights of light or air

All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land are excepted and reserved to the Landlord.

Housing Act 1988

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly and the Tenant:

* + 1. acknowledges that immediately before entering into this Agreement he was not himself or jointly with any other person a protected or statutory Tenant of the Premises or any other Premises owned by the Landlord, and
    2. declares that for the duration of the Tenancy hereby created the Premises is to be his main and principal home as defined within the meaning of Part I Section 1 of the Housing Act 1988.

ENDING THE TENANCY or INTERRUPTION TO the TENANCY

Forfeiture – Right of Re-Entry

The Protection from Eviction Act 1977 gives Tenants protection against arbitrary or immediate termination of their rights of occupation and requires a Landlord to obtain a court order in order to repossess the Premises based on a breach of the Tenancy (where the Tenant had failed to remedy the breach in good time). The law requires that a Tenancy Agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-Entry which this clause is.

If any party to this Agreement are unsure of their rights or require further clarification of this clause, they should consult a solicitor or their local Citizen's Advice Bureau.

The Landlord shall be entitled to repossess the Premises, and this Agreement will terminate immediately if:

* + 1. the whole or any part of the rent remains unpaid fourteen days after it became due, whether or not it has been formally demanded;
    2. any significant agreement or major obligation on the Tenant's part is not complied with;
    3. any of the circumstances mentioned in the following Grounds:

Ground 2: (mortgagee requires possession of the Premises because of mortgage arrears on the Premises)

Ground 7: (the previous tenant has died and the tenancy has passed to a new tenant under a will or intestacy, but the new tenant is not entitled to the tenancy under the law of succession)

Ground 7A: (any of the conditions set out in Part 1 of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) are met)

Ground 7B: (both of the conditions set out in Part 1 of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) are met)

Ground 8: (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months' rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (d) at least three months' rent is more than three months in arrears if rent is payable yearly), as set out in Part I of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) or

Ground 10: (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding)

Ground 11: (that there is a history of persistently being behind with rent)

Ground 12: (that the Tenant has broken one or more of his obligations under the Tenancy Agreement)

Ground 13: (that the condition of the premises or the common parts had deteriorated because of the behaviour of the Tenant, or any other person living there)

Ground 14: (that the Tenant or someone living or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the premises)

Ground 15: (that the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the premises)

Ground 17: (that the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation).

as set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise.

* + 1. The Tenant [or the Guarantor] has a bankruptcy order made against him or assigns his estate or executes any Deed of Arrangement for the benefit of his creditors.

Then the Landlord may re-enter the Premises and the Tenancy shall be terminated.

But the Landlord will not whilst the Tenant is residing in the Premises physically retake possession without first obtaining a Court Order.

Any such action for repossession of the Premises will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

Termination

* + 1. This tenancy may be brought to an end before expiry of the Term by the giving of not less than two months' notice in writing by the Landlord or the Landlord's Agent to the Tenant at any time after four months of the Term have passed, and the Term will end on the date referred to in the notice without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any previous claim or breach of obligation.
    2. This tenancy may be brought to an end before expiry of the Term by the giving of two months' notice in writing by the Tenant to the Landlord or the Landlord's Agent (such notice to expire on the last day of the relevant month) at any time after four months of the Term have passed, and the Term will end on the date referred to in the notice without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any previous claim or breach of obligation.

Provisos to Break Clauses

* + 1. Once a valid break notice has been served in accordance with Clause 9.2 of this Agreement the Tenant must still:
    2. up to the time of the termination pay the rent and observe and perform the Tenant's obligations covenants and conditions contained in this Agreement and;
    3. immediately on the expiration of such notice yield up the Premises with vacant possession and the Tenancy and everything contained in this Agreement shall cease but without prejudice to the rights and remedies of either party against the other in respect of any claim or breach of obligation arising from the Tenancy;
    4. The acceptance and exercise of a valid break notice served in accordance with clause 9.2 will not affect any prior rights that the Landlord or Tenant may already have against each other in respect of any claim or breach of obligation arising from the Tenancy.

Tenant Leaving Mid Term Unlawfully and Unilaterally

In the event that the Tenant attempts to unlawfully or unilaterally terminate this Agreement otherwise than in accordance with clause 9.2(b) prior to the expiry of the Term by vacating the Premises during the term then strictly subject to the Landlord or Landlord's Agent's written consent the Tenant might be allowed to surrender or give up this Tenancy before it could otherwise lawfully be ended but subject only to the following conditions that:

The Tenant will remain liable to pay rent and any other monies payable under this Agreement whether or not the Tenant chooses to continue occupying the Premises.

Sharer Leaving Mid Term Unlawfully and Unilaterally

In the event that there is more than one Tenant who has signed the Agreement, and a Tenant wishes to vacate the Premises (hereafter known as the Leaver), but the remaining Tenant(s) wish to remain in the Premises and replace the Leaver then strictly subject to the Landlord or Landlord's Agent's written consent the Leaver might be allowed to surrender or give up this Tenancy before it could otherwise lawfully be ended but subject only to the following conditions that:

* + 1. the remaining Tenant(s) and the incoming tenant accept the Inventory prepared at the start of the old Agreement as being an accurate record of the condition of the Premises at the start of the new tenancy and of the goods within the Premises and will sign a further copy of that Inventory appended to the new Agreement as evidence of that acceptance;
    2. any outstanding arrears are cleared.
    3. references are taken up on the incoming tenant which are acceptable to the Landlord;
    4. the Leaver provides us with his forwarding address;
    5. the incoming tenant accepts the inventory check in report as at the start date of the initial tenancy which will be appended to the new Agreement and signed;
    6. the Tenancy Deposit Scheme administrator will be advised of the change of Tenant. The incoming tenant must pay his/her share of the Deposit to the Landlord and following receipt of this, the Landlord will pay the Leaver his/her share of the deposit within fourteen days. The Landlord will have no involvement in any issues regarding the current condition of the property with the incoming Tenant which will be considered by the Landlord at the end of the Term in the usual way.

right to rent

* 1. The Tenant must at the outset of the Tenancy provide to the Landlord a copy of their valid passport and/or visa and/or work permit and such other documentation as may be reasonably requested by the Landlord in order to enable the Landlord to check the immigration status of the Tenant.
  2. The Tenant must also procure that any permitted occupier of the Premises provides the information referred to in clause 10.1 to the Landlord.
  3. The Tenant must notify the Landlord immediately if the immigration status of either the Tenant or any permitted occupier changes during the Term and must provide such documentation as is reasonably requested by the Landlord.
  4. The Tenant must not permit anyone other than such permitted occupiers as have been checked by the Landlord to occupy the Premises.

[RENT REVIEW]

* 1. The rent for the second year of the Term will be increased at the start of the second year of the Term by the percentage increase in the Retail Price Index when the Index figure published immediately prior to that date is compared with the Index figure for a year earlier but provided that the increase shall not be less than [          ]% or more than [          ]%.
  2. The rent for the third year of the Term will be increased at the start of the third year of the Term by the percentage increase in the Retail Price Index when the Index figure published immediately prior to that date is compared with the Index figure for a year earlier but provided that the increase shall not be less than [          ]% or more than [          ]%.]

SPECIAL TERMS OF THE TENANCY

[Guarantor

* + 1. The Guarantor guarantees to the Landlord that during the Term of this Agreement and during any extension thereof the Tenant jointly and severally shall at all times duly pay the rent at the times and in the manner stated in this Agreement and duly observe and perform all the Tenant obligations covenants and conditions contained in this Agreement.
    2. In the event of default by the Tenant the Guarantor shall immediately and at all times pay and make good to the Landlord all losses demands costs claims damages and expenses occasioned by the Landlord by the non-payment of any of the said rent or the breach non-observance or non-performance of any of the Tenant obligations covenants and conditions contained in this Agreement. The obligations of the Guarantor include an unconditional liability to pay the Landlord on demand any sum for which the Tenant is liable under this Agreement. There shall be no obligation for the Landlord to have previously proceeded against the Tenant for any outstanding liability.
    3. That any neglect or forbearance on the part of the Landlord in enforcing or giving time to the Tenant for payment of any of the said rent or the observance or performance of any of the obligations covenants and conditions in this Agreement shall not in any way release the Guarantor in respect of his liability under this covenant or guarantee.
    4. If the term of this Tenancy extends into a periodic Tenancy this guarantee will apply to any period during which the Tenant occupies the Premises.
    5. If the Tenant becomes bankrupt the Guarantor will meet the rent payments due on the Premises until the Tenancy has expired or until the Premises have been re-let by the Landlord or Landlord's Agent, whichever shall happen first.]

1. The Deposit and Tenancy Deposit Scheme
   * 1. The attached Prescribed Pages form part of this Tenancy Agreement.
     2. The Tenancy Deposit

The Deposit as detailed in clause 2.7 of the Core Terms is paid by the Tenant to the Landlord's Agent. The Deposit only applies to the Premises as detailed in clause 2.3 of the Core Terms.

* + - 1. The deposit is held by:
         1. The Landlord's Agent as Stakeholder. The Landlord's Agent is a member of the Tenancy Deposit Scheme.
         2. Any interest earned will belong to:

the Landlord.

* + - * 1. The Deposit has been taken for the following purposes:

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;

the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its fixtures and fittings;

any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable;

any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

* + 1. Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd  
1 The Progression Centre  
42 Mark Road  
Hemel Hempstead  
HP2 7DW

Phone 0300 037 1000  
email deposits@tenancydepositscheme.com  
Web [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

* + 1. At the end of the tenancy
       1. The Landlord's Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
       2. If there is no dispute the Landlord's 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.
       3. The Tenant should try to inform the Landlord's Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner of the Dispute Service Limited ("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.
       4. If, after 10 working days following notification of a dispute to the Landlord's 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 4.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
       5. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 4.1 to 4.4 above.

1. Prescribed information for assured shorthold tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

* + - * 1. The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited  
1 The Progression Centre

42 Mark Road

Hemel Hempstead

HP2 7DW

Phone 0300 037 1000  
Email deposits@tenancydepositscheme.com  
Web www.tenancydepositscheme.com

* + - * 1. A leaflet entitled What is the Tenancy Deposit Scheme?, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person
        2. The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: What is the Tenancy Deposit Scheme?, which accompanies this document.
        3. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: What is the Tenancy Deposit Scheme?
        4. The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet What is the Tenancy Deposit Scheme? More detailed information is available on:

[www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

* + - * 1. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: What Is the Tenancy Deposit Scheme? More detailed information is available on:

[www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

* + 1. The Deposit

The amount of the deposit paid is £[                    ].

* + 1. Address of the property to which the tenancy relates

[                    ]

* + 1. Details of the Landlord

|  |  |
| --- | --- |
| Name(s): | Morion 1 Limited and Morion 2 Limited |
| Address: | 22 Charing Cross Road, London WC2H 0HS |
| Email address: | [n.carroll@gascoynelondon.co.uk](mailto:n.carroll@gascoynelondon.co.uk) |
| Telephone number: | 0207 632 2500 |
|  |  |

* + 1. Details of the Tenant(s)

|  |  |
| --- | --- |
| Name(s): |  |
| Address: |  |
| Email address: |  |
| Mobile number: |  |
| Fax number: |  |
| Contact details for the tenant(s) to be used at the end of the tenancy | |
| Name(s): |  |
| Address: |  |
| Email address: |  |
| Mobile number: |  |
| Fax number: |  |

Please provide the details requested in 4. for each tenant (there is a continuation sheet for this purpose).

* + 1. Relevant person's contact details

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

* + 1. Circumstances when the deposit may be retained by the Landlord

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

* + 1. Confirmation

The landlord certifies and confirms that:

* + - * 1. the information provided is accurate to the best of my/our knowledge and belief; and
        2. I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenants knowledge and belief.

Signed by or on behalf of the landlord

…………………………………………………………

The tenant confirms that.

* + - * 1. I/we have been given the opportunity to read the information provided; and
        2. I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

…………………………………………………………

…………………………………………………………

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlords failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

* The information below relates to a Tenant x
* The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

CONTACT DETAILS

|  |  |
| --- | --- |
| Name(s): |  |
| Address: |  |
| Email address: |  |
| Mobile number: |  |
| Fax number: |  |

Details of the Tenant(s) contact details to be used at the end of the tenancy

(This section only needs to be completed for a tenant, not a relevant person)

CONTACT DETAILS

|  |  |  |  |
| --- | --- | --- | --- |
| Name(s): |  | | |
| Address: |  | | |
| Email address: |  | Tick if the same as shown above |  |
| Mobile number: |  | Tick if the same as shown above |  |
| Fax number: |  | Tick if the same as shown above |  |

Please provide the details requested for each tenant and for each relevant person (i.e. anyone who has arranged to pay the deposit on the tenants behalf). Attach this sheet securely to the remainder of the Prescribed Information.

1. Pre-tenancy checklist

The Tenant confirms by signing this Agreement that it has received:

* + 1. Copy of valid Gas Safety Certificate;
    2. Copy of valid EPC;
    3. Copy of MCHLG Leaflet "How to Rent";
    4. Electrical safety certificate.

1. What is the Tenancy Deposit Scheme?

(SIXTH EDITION APRIL 2018)

1. Gas Safety Cert/EPC and How to Rent leaflet