

## TENANCY DEPOSIT SCHEME

### Housing Act 2004

**This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.**

Name of Landlord(s) Cheniston Investments Ltd

Actual address of the Landlord (this must not be the Agent's address unless the Agent is protecting the Deposit under TDS): 8 Hornton Street  
Kensington  
London  
W8 4NW

E mail address of Landlord or Agent (if applicable) kensingtonlettings@hamptons-int.com

Telephone Number of Landlord or Agent 0207 937 9372

Facsimile Number (if applicable) 0207 376 2605

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Name of Tenant(s) Howard Dean  
Lailane Dean

Address for contact after tenancy ends 82 Biscay Road  
London  
W6 8JN

E mail address for Tenant (if applicable) hjdean@hotmail.com

Telephone Number for Tenant 07868196907

Facsimile Number (if applicable) n/a

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Deposit Amount: £2,220.00 (Two Thousand Two Hundred and Twenty Pounds)

Deductions may be made from the Deposit according to clauses 5.2.2 to 5.2.5 of the Tenancy Agreement attached.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Hamptons International.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

Initials HD LD

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses 1 to 12 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

#### Procedure for Dispute at the End of the Tenancy

1. When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner (ICE).
2. The tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the deposit within 20 working days after the lawful end of tenancy and vacation of the property. The Agent has a maximum of 10 working days to resolve the dispute.
3. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
4. The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website [www.tds.gb.com](http://www.tds.gb.com) or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause 5.2.6 of the attached Tenancy Agreement.
5. If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent.
6. The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
7. The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
8. TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
9. The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
10. The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
11. If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
12. If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the landlord or the agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit.

Initials

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The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Tenant's knowledge and belief


**SIGNED BY:**

.....  
Cheniston Investments Ltd  
The Landlord.

**SIGNED BY:**

  
.....  
Howard Dean  
The Tenant.

**SIGNED BY:**

  
.....  
Lallane Dean  
The Tenant.

Initials HD LD

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London  
W8 4NW

E mail address of Landlord or Agent (if applicable) kensingtonlettings@hamptons-int.com

Telephone Number of Landlord or Agent 0207 937 9372

Facsimile Number (if applicable) 0207 376 2605

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Lailane Dean

Address for contact after tenancy ends 82 Biscay Road  
London  
W6 8JN

E mail address for Tenant (if applicable) hjdean@hotmail.com

Telephone Number for Tenant 07868196907

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Initials HD JD

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#### Procedure for Dispute at the End of the Tenancy

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3. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
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5. If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent.
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7. The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
8. TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
9. The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
10. The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
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12. If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the landlord or the agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit.

Initials HD TD

The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Tenant's knowledge and belief

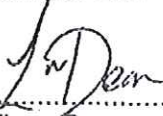
**SIGNED BY:**

.....  
Cheniston Investments Ltd  
The Landlord.

**SIGNED BY:**

  
.....  
Howard Dean  
The Tenant.

**SIGNED BY:**

  
.....  
Lailane Dean  
The Tenant.

Initials HD LD

**ASSURED SHORTHOLD  
TENANCY AGREEMENT**

**Between**

Cheniston Investments Ltd

**AND**

Howard Dean  
Lailane Dean

**Relating to:**

GFF  
10 Wrights Lane  
London  
W8 6TA

**TO THE TENANT:**

**YOU SHOULD READ AND SATISFY YOURSELF THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS TENANCY AGREEMENT BEFORE SIGNING IT. IF THERE IS ANYTHING ABOUT WHICH YOU ARE UNSURE YOU SHOULD NOT SIGN THIS AGREEMENT AND SEEK INDEPENDENT LEGAL ADVICE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.**

Initials HD LD

## TENANCY PARTICULARS

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1 **THE DATE:** The 28<sup>th</sup> day of September Two Thousand and Twelve

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### 2 THE PARTIES:

#### The Landlord:

Cheriston Investments Ltd

of:

The Engineering Office  
2 Michael Road  
London  
SW6 2AD

Address for service of  
Notices:

The Engineering Office  
2 Michael Road  
London  
SW6 2AD

#### The Tenant:

Howard Dean  
Lailane Dean

of:

82 Biscay Road  
London  
W6 8JN

#### Permitted Occupants:

Howard Dean  
Lailane Dean

Initials

HD LD



**3 THE PREMISES** All those Premises known as and being GFF, 10 Wrights Lane, London, W8 6TA comprising one dwelling unit (hereinafter called the "Premises") together with the use of entrance hall lift staircase and other doors (if any) in common with the other Tenants occupiers and persons having the like right (if any) and the garden thereof (if any) and together with the fixtures furniture and effects (hereinafter collectively referred to as the "Contents") now in or upon the Premises and more particularly specified in the Inventory thereof signed by or on behalf of the parties hereto.

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**4 THE TERM** A term of twelve calendar months  
From and including the 28 September 2012  
To and including the 27 September 2013

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**5 THE RENT** The calendar monthly rent of £1,603.33 (One Thousand Six Hundred and three Pounds and thirty-three Pence) (subject as provided in the General Tenancy Conditions) clear of all deductions.

**PAYABLE** By Bankers' Standing Order to the Landlord's Agent Hamptons International (hereinafter referred to as "Agent") National Westminster Bank plc PO Box 238 32 Corn Street Bristol BS99 7UG account number 87708647 sort code 56 00 05 the sum of £1,603.33 (One Thousand Six Hundred and three Pounds and thirty-three Pence) payable calendar monthly in advance on 28 September 2012 and on the 28th day of each month throughout the term of the Tenancy.

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**6 THE DEPOSIT** £2,220.00 (Two Thousand Two Hundred and twenty Pounds)

**HELD BY**

The Agent as Stakeholder until the expiration or sooner determination of the Tenancy and to be returned without interest as detailed in clause 5.2 hereunder.

- A. The Landlord lets and the Tenant takes the Premises for the Term at the Rent payable as above.
- B. This Agreement is subject to and the Tenant agrees to be bound by the General Tenancy Conditions printed on the following pages of this agreement with the amendments and additions to the same (if any) set out under the heading "Special Tenancy Conditions" overleaf.
- C. The Landlord and the Tenant agree that all of the terms of the agreement that exists between the parties are set out in this written agreement.
- D. The Landlord and the Tenant agree that this Agreement is subject to the laws in England and Wales.

Initials HD JD

**TO THE TENANT:**

**YOU SHOULD READ AND SATISFY YOURSELF THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS TENANCY AGREEMENT CONTAINED ON ALL PAGES OF THIS DOCUMENT BEFORE SIGNING IT. IF THERE IS ANYTHING ABOUT WHICH YOU ARE UNSURE YOU SHOULD NOT SIGN THIS AGREEMENT AND SEEK INDEPENDENT LEGAL ADVICE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.**

**IF CONSENT IS GIVEN TO THE TENANT BY THE LANDLORD OR THE AGENT THE TENANT IS STRONGLY ADVISED TO OBTAIN CONSENT IN WRITING.**

**SIGNED BY :**

**WITNESSED BY :**

.....  
Please print name below

.....  
Please print name below

.....  
Cheniston Investments Ltd  
The Landlord

.....  
Occupation.....

.....  
Address.....  
.....

**SIGNED BY :**

*HJ Dean*  
.....

**WITNESSED BY :**

*M Hall*  
.....

Please print name below

Please print name below

*HOWARD DEAN*  
.....

*MICHAEL HALL*  
.....

Howard Dean  
The Tenant

Occupation.....

Address.....

*Design Engineer*  
*133 BRITANNIA WHARF*  
*Bungley RD16 2NR*  
.....

**SIGNED BY :**

*L Dean*  
.....

**WITNESSED BY :**

*M Hall*  
.....

Please print name below

Please print name below

*LAILANE DEAN*  
.....

*MICHAEL HALL*  
.....

Lailane Dean  
The Tenant

Occupation.....

Address.....

*Design Engineer*  
*133 BRITANNIA WHARF*  
*Bungley RD16 2NR*  
.....

Initials *HD* *MH*

## GENERAL TENANCY CONDITIONS

### 1. INTERPRETATION

Where the context admits:-

- a) "the Landlord" includes the person or persons for the time being who owns the interest in the Premises which gives the right to possession of it when this Tenancy ends.
  - b) "the Tenant" includes the person or persons whoever for the time being is entitled to the Premises under this Agreement.
  - c) References to "the Premises" include references to any part or parts of the Premises and to the furniture fixtures fittings and effects therein or any of them.
  - d) "Agent" means Hamptons International 8 Hornton Street, Kensington, London, W8 4NW
  - e) Where the expression "the Tenant" comprises more than one person the Tenant's liability herein provided for shall be joint and several, and liability upon all persons comprising the expression "the Tenant" shall continue regardless of payments and contributions made by that person until all liabilities falling upon "the Tenant" have been discharged in full. It also means that if there is a Guarantor he will be liable with the Tenant to pay all Rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
  - f) "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.
  - g) The "Superior Lease" means the Lease (if any) under which the Landlord holds the Premises or the property of which the Premises forms part and the "Superior Landlord" means the person for the time being entitled to the reversion immediately expectant upon the determination of the Lease of the Premises vested in the Landlord.
  - h) Words importing the singular number include the plural number and vice versa.
  - i) Words importing the masculine gender include the feminine gender and vice versa.
  - j) Where the Premises are held by the Landlord under a Superior Lease there shall be deemed to be included in this Lease all rights easements and facilities to which the Landlord is entitled under the terms of the Superior Lease and this Lease shall be subject to all exceptions and reservations contained therein. A copy of the Superior Lease by which the Premises are held is available and can be viewed by the Tenant upon request if applicable.
  - k) Any notice or documents requiring to be served hereunder upon the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises and will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays or shall be sufficiently served if left addressed to the Tenant at the Premises by 5pm or the last known address of the Tenant if different and the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays or shall be sufficiently served if forwarded to the Tenant by first class post at the last known address of the Tenant.
- Any notice requiring to be served hereunder upon the Landlord shall be sufficiently served if sent by first class post to the Landlord or his Agent. The Landlord's address for service including notices in proceedings for the purpose of Section 48 of the Landlord and Tenant Act 1987 is The Engineering Office, 2 Michael Road, London, SW6 2AD.
- l) The Landlord's "Fixtures and Fittings" means all those items contained in the inventory signed on behalf of the parties or any items replacing the same from time to time including reference to any of the fixtures fittings furnishings or effects floor ceiling and wall coverings.

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- n) The Tenancy Deposit Scheme (TDS) means The Dispute Service, TDS Ltd. a company limited by guarantee registered in England & Wales with registered number 4851694. TDS Limited, PO Box 1255, Hemel Hempstead, Hertfordshire HP1 9GN Tel: 0845 2267 837.
- o) 'Deposit' is the money held by the Agent as stakeholder during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.
- p) 'Stakeholder' means that deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties
- q) 'Inventory' is the document drawn up prior to the commencement of the Tenancy by the Inventory Clerk which shall include the Fixtures and Fittings in the Premises their condition and all other matters specified in the Inventory, which will be given to the Tenant at the start of the Tenancy after the Check In.
- r) The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- s) The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows.

#### **Mandatory Grounds**

**Ground 1:** The Landlord hereby notifies the Tenant that he is the owner occupier of the Premises within the meaning of Ground 1 Part 1 of Schedule 2 of the Housing Act 1988 and that at some time before the beginning of the Tenancy the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the Landlord (or in the case of joint Landlords any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion on the Tenancy for money or money's worth and that possession of the Premises may be recovered under Ground 1 of part 1 of Schedule 2 of the said Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such notice.

**Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

**Ground 8 :** both at the time of serving the 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;

#### **Discretionary Grounds**

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

**Ground 11:** there is a history of persistently late Rent payments;

**Ground 12:** the Tenant is in breach of one or more of the obligations under the Tenancy agreement;

**Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

**Ground 14:** the Tenant or someone living or visiting the Property 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 Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

**Ground 17:** 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.

Initials HD LD

## 2 TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

### 2.1 Rent

- 2.1.1 To pay the reserved Rent (and sums recoverable as Rent) on the days and according to the Terms of this Agreement whether formally demanded or not.
- 2.1.2 Not to withhold the payment of any instalment of Rent or other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
- 2.1.3 To pay all reasonable charges to cover the costs incurred by the Agent for sending each and every letter to the Tenant requesting payment of Rent which is in arrears for a period of seven days or more. If the Tenant fails to pay this charge it will be deducted from the Deposit at the end of the Tenancy

### 2.2 Utilities

- 2.2.1 Not to tamper interfere with alter or add to the gas water or electrical installations or meters in or serving the Premises.
- 2.2.2 To pay all charges in respect of any gas fuel oil water including sewerage and environmental charges and electricity supplied to the Premises together with all charges and all rent in respect of any telephone during the Tenancy; and immediately following the signing of this Agreement to notify the respective suppliers of this liability to pay such accounts and to enter into such contracts as may be required. As part of their free Change of Address Service, Hamptons will, to assist the Tenant with notifying the respective suppliers of his obligations and to enable him to choose suppliers suiting his requirements, provide him with details of the services offered by iammoving.com. Hamptons will, unless advised otherwise in writing, provide iammoving.com with the Tenants details in order that they may contact him to offer their assistance. FOR THE AVOIDANCE OF DOUBT, the Tenant is under no obligation to use the services of iammoving.com and can, if he so chooses, make his own arrangement for notifying the respective suppliers.
- 2.2.3 Not to have any additional key meters installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key nor change the supplier of the utilities without first notifying the Landlord or his Agent in writing of the name and address of the new supplier and at the determination of the Tenancy (if the Landlord shall so desire) be responsible and liable for all costs involved in transferring any change of supplier back into the original supplier.
- 2.2.4 To immediately before the determination of the Agreement and departure from the Premises have any electricity gas water and telephone meters read and to settle all outstanding accounts with such services on vacation of the Premises including any additional charges for its reconnection
- 2.2.5 To immediately before the determination of the Agreement and departure from the Premises inform the Landlord or the Agent of all the utility suppliers including addresses and account numbers to the Premises
- 2.2.6 To register with the local authority for the payment of Council Tax or any substitute tax and to pay the Council Tax as it falls due and if at any time during the Tenancy Council Tax is replaced by some other tax to pay such tax
- 2.2.7 To pay the water sewerage and environmental rates or charges due in respect of the Premises during the Tenancy including where applicable charges in relation to septic tanks.
- 2.2.8 Not to allow or arrange for the telephone number at the Premises to be disconnected or removed from the Premises or the telephone number to be changed and to pay any charges or other costs arising as a result of a breach of this provision, without the Landlord's or his Agent's prior consent, such consent not to be unreasonably withheld.

Initials HD DP

2.2.9 To purchase at his own expense the appropriate television broadcast receiving licence in respect of any television receiver at the Premises regardless of ownership and to ensure at all times during the Tenancy there is a current valid television receiving licence in force in respect of any television set in the Premises whether belonging to the Landlord or the Tenant or any hire company and should the Tenant have a hired television receiver to arrange for its return to the hirer at the end of the term.

**2.3 Condition of Premises Repair and Cleaning**

2.3.1 To take reasonable precautions to keep the interior and exterior of the Premises including any Fixtures Fittings and Contents in the same repair and condition throughout the Tenancy as at the commencement of the Tenancy, (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985, and The Gas Safety (Installation and Use) Regulations 1998. Fair wear and tear due to reasonable and normal use and damage by accidental fire and other Insured Risks is excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant.

2.3.2 To preserve the interior of the Premises in the same decorative order and condition throughout the Tenancy as at the commencement of the Tenancy. Fair wear and tear due to reasonable and normal use and damage by accidental fire and other Insured Risks is excepted (unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant),

2.3.3 As soon as is reasonably practicable to replace all broken glass in the windows, doors and roof lights of the Premises with the same quality glass, in the event that the breakage of the same resulted from any act or omission of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant, in the event that the breakage of any of the said glass was not as a result of any such act or omission, the Tenant shall notify the Landlord or his agent of the breakage immediately.

2.3.4 To use the Premises in a reasonable manner and to keep the furniture effects or other items forming part of the contents specified in the inventory, together with the interior of the Premises, clean and in the same order and preservation as at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and the Insured Risks only excepted) and so far as possible forthwith to replace with articles of the same sort and equal value such as may be lost broken or destroyed or to compensate the Landlord in damages for any omission to replace as aforesaid and to repair and make good such articles as may be damaged by the Tenant, his family, visitors or his contractors(except as aforesaid).

2.3.5 Not to permit or suffer any of the furniture and effects or any substituted furniture or effects to be removed from the Premises otherwise than for necessary repairs (whereupon notice shall be given to the Landlord or his Agent) without the consent of the Landlord or his Agent

2.3.6 At the determination of the Tenancy to ensure that all linen (if any) is freshly laundered and to have professionally cleaned (or to compensate the Landlord in damages) all counterpanes blankets duvets carpets upholstery curtains and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Tenancy but in any event to have the carpets professionally cleaned at least once in every twelve month Tenancy or any extension or renewal thereof provided they were professionally cleaned at the start of the Tenancy.

2.3.7 To ensure that any smoke alarm(s) installed in the Premises is kept free from obstruction and in good working order and where such smoke alarm(s) is battery operated that the battery is replaced as and when necessary to ensure the smoke alarm(s) is fully operational at all times unless the lack of operation is due to repair which is the responsibility of the Landlord.

Initials HD TD

- 2.3.8 Subject to the Landlord's obligations defined below to ensure all electrical gas and other appliances are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the Tenant or any invitee of the Tenant and to replace all light bulbs fluorescent tubes batteries and electrical fuses which become defective.
- 2.3.9 Upon receiving written notice from the Landlord or his Agent requesting any repairs or other works to be carried out which are the Tenant's responsibility under this Agreement to carry out the same within one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such notice the Landlord or his Agent may enter upon the Premises, upon 24 hours prior written notice, save in the event of an emergency, with workmen and carry out such repairs or other works at the Tenant's expense.
- 2.3.10 To clean all net curtains (if any) as often as necessary throughout the Tenancy.
- 2.3.11 To have all chimneys and flues (if any) thoroughly swept as often as necessary and in any event to leave swept and cleaned at the end of the Tenancy if the Tenancy is for one year or more.
- 2.3.12 To take all appropriate precautions including any such as may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing background heat at all times during the winter months especially when Premises are vacant provided that this sub-clause shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected.
- 2.3.13 To ensure that the Premises are adequately ventilated at all times to prevent all problems and damage caused by mould and condensation.
- 2.3.14 To give to the Landlord or the Agents written notice of any damage destruction loss or happening to the Premises or the Contents however so caused immediately it comes to the attention of the Tenant.
- 2.3.15 To leave the interior and exterior of the reasonably accessible windows clean at the end of the Tenancy.
- 2.3.16 To remove all goods belonging to or in the possession of the Tenant from the Premises at the end of the Tenancy.
- 2.4 Garden (if any)**
- 2.4.1 To keep the grass fed and cut at regular intervals and the pathways weeded.
- 2.4.2 To keep the patio, path, or terrace clean and the beds in a state fit for cultivation and not overgrown with weeds.
- 2.4.3 To clear away fallen leaves and not to lop or destroy any of the existing plants or shrubs at or adjoining the Premises. Reasonable annual pruning of the plants and shrubs in the garden of the Premises is excepted.
- 2.4.4 Not to remove any garden furniture or ornaments or to interfere or make any structural or non-structural alteration to the layout of the garden patio and terrace (if any).
- 2.4.5 To hand back the garden patio and terrace at the end of the Tenancy in the same state and condition as it was at the commencement of the Tenancy bearing in mind the season of the year. To avoid doubt the Tenant will not be expected to replace annual plants that have died.

Initials HD LP

## 2.5 Access and Inspection

- 2.5.1 To permit any Superior Landlord, his Agent, the Landlord or his Agent with or without workmen and others between the hours of 8am and 6pm from Monday to Saturday subject to twenty four hours prior written notice being given (save in the case of an emergency), to enter into and upon the Premises from time to time to examine the condition of the same or to inspect maintain repair alter improve or rebuild the Premises or any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law including the annual Gas Safety check.
- 2.5.2 During the last two months of the Tenancy to allow the Landlord or his Agent to affix a notice on the Premises for re-letting or selling of same and at all reasonable times on at least 24 hours prior notice being given to the Tenant to grant access to the Landlord or his Agent with or without any prospective purchaser or Tenant to enter upon and view the Premises.

## 2.6 Alterations and Waste

- 2.6.1 Not to interfere or make any structural or non-structural alteration to the Premises.
- 2.6.2 Not to cut, maim, puncture or injure any of the walls partitions or timbers in the Premises.
- 2.6.3 Not to permit any devastation ruin or destruction to the Premises by the Tenant his family, visitors or his contractors.
- 2.6.4 Not to decorate or to make any alterations in or additions to the Premises without the Landlord or his Agent's prior written consent, such consent not to be unreasonably withheld.

## 2.7 Affixation of Items

- 2.7.1 Not to deface the Premises or permit or suffer it to be defaced internally or externally nor to affix any picture or other object to the walls unless they are affixed by using commercially produced picture hooks provided that they are not excessive in quantity nor hang any picture or poster with the commercial product of 'Blu-tac' or similar and further that the Tenant shall at the end of the Tenancy or sooner determination make good any damage caused to the Premises by such action.
- 2.7.2 Not to erect or permit to project outside the Premises any wireless aerial, satellite dish or television aerial without the prior consent of the Landlord or the Agents nor place or exhibit any name advertisement notice board or notice of any description on any part of the Premises. If in breach of this clause the Tenant erects or allows anything to project outside the Premises the Tenant will be liable for the costs of removal and to make good any damage suffered to the Premises.

## 2.8 Fixtures and Fittings

- 2.8.1 Not to remove any of the Fixtures, Fittings or Contents as specified in the inventory or any part thereof or any substitute Fixture and Fitting or Contents from the Premises nor to store the same in any loft basement garage or outbuilding without first obtaining the Landlord or his Agents consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises to leave the same in the places in which they were on the commencement date.

## 2.9 White Goods

- 2.9.1 In the event that the washing machine and / or tumble dryer (if any) serving the Premises malfunctions, as a result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises, causing damage to the Tenant's, or any other's, goods and belongings, the Tenant agrees not to make a claim against the Landlord or the Landlord's Insurers for any recompense or compensation for any such loss or damage suffered.

Initials HD TD



2.9.2 In the event that the refrigerator and / or freezer (if any) ceases to properly function as a result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises, with the result that any comestibles contained in the said appliance(s) and belonging to the Tenant thaws or becomes damaged or otherwise unsafe for human consumption and as a consequence requires to be destroyed or discarded then the Tenant agrees not to seek reimbursement from the Landlord for any loss or inconvenience suffered.

#### 2.10 Locks

2.10.1 Not to make or have made any duplicate keys fobs security devices and remote controls to the Premises nor to replace nor add any new locks to the Premises without the prior consent of the Landlord or his Agent (except in the case of an emergency) and the Tenant undertakes that one full set of keys fobs and remote controls of the new locks shall at all times be provided by the Tenant to the Landlord or his Agent.

2.10.2 To hand over to the Landlord or his Agent on the last day of the Tenancy whether on its expiration or sooner determination all keys fobs security devices and remote controls to the Premises and if any are missing to bear the cost of changing the relevant locks and replacing the fobs, security devices or remote controls.

#### 2.11 Nuisance and Noise

2.11.1 Not to do upon or in connection with the Premises or suffer or permit any person residing with the Tenant or any guests or visitors to do anything which shall be or tend to be a nuisance annoyance inconvenience or cause damage to the owners or occupiers of the building or any adjoining or neighbouring property or the neighbourhood or the owners thereof.

2.11.2 Not to do or suffer to be done on the Premises any act matter or thing by reason or in consequence whereof any increased or additional premium may become payable for the insurance of the Premises or building of which the Premises form part or whereby the policy for such insurance may become void or voidable in whole or in part. A copy of the insurance policy will be made available upon request to the Landlord or his Agent.

2.11.3 Not to allow to be made any unreasonable noise in or on the Premises by way of piano gramophone radio or television set or other mechanical, electrical or musical instrument singing or dancing or otherwise at any time whatsoever.

#### 2.12 Animal and Pets

2.12.1 Not to keep or allow to be kept any reptile animal or bird in or on the Premises without the prior permission of the Landlord or his Agent. Such permission will not be withheld unreasonably. If permission is given, it shall be deemed to be by way of licence, and shall be revocable upon reasonable notice being given to the Tenant.

#### 2.13 Usage

2.13.1 Not to carry on any profession business or trade from the Premises and not to use or occupy or permit to be used or occupied the Premises or any part of them for the purpose wholly or partly for any profession trade or business.

2.13.2 Not to hold any large meeting or gathering upon the Premises and not to permit any sale by auction to be held on or outside the Premises.

2.13.3 To use the Premises only as a single private dwelling.

#### 2.14 Inflammable Substances and Equipment

2.14.1 Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises nor to store or bring upon the Premises any articles which are particularly combustible inflammable or dangerous in nature apart from those required for general household use.

2.14.2 Not to keep more than a small amount of petrol if it is required for a lawn mower on the Premises and to ensure that the petrol is stored in an air tight container and kept in an outbuilding at the Premises.

Initials HD 17

2.14.3 To ensure that any gas barbeque belonging to the Tenant is stored in an outbuilding at the Premises.

**2.15 Washing**

2.15.1 Not to hang any washing clothes or other articles outside the Premises otherwise than on a designated clothes line or in such place as the Landlord may designate or permit.

2.15.2 Not to hang or place wet or damp articles of washing upon any item or room heater in the Premises.

**2.16 Illegal Immoral Usage**

2.16.1 Not to use the Premises for any illegal immoral or improper use.

2.16.2 Not to use or consume or allow to be used or consumed in or about the Premises at any time any illegal or controlled drugs or any other controlled substances the use of which may be prohibited or restricted by law.

**2.17 Refuse**

2.17.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

**2.18 Drains**

2.18.1 Not to overload block up or damage any of the drains pipes wires cables or any apparatus or installation relating to the services serving the Premises.

2.18.2 To clear any stoppages or blockages when any occur in any of the drains sinks lavatories or waste pipes and ventilation ducts which serve the Premises, save those that result from defects in the Premises.

2.18.3 To keep cleansed and free from obstruction all sewers drains sanitary apparatus water and waste pipes air vents and ducts exclusively serving or forming part of the Premises unless the obstruction is due to a defect that forms part of the repairing obligations of the Landlord.

2.18.4 Not to permit oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises, other than those substances reasonably used for the cleaning of the Premises.

**2.19 Contractors**

2.19.1 Not to engage any contractor or workman or otherwise incur expenditure on the Landlord's behalf (except in the case of an emergency) without the prior written approval of the Landlord or his Agent.

**2.20 Assignment**

2.20.1 Not at any time during the said term to assign underlet charge share or part with possession or occupation of the Premises or any part thereof and not to enter into nor permit the entry into of any agreement or arrangement whereby protection may be afforded to an occupant of the Premises pursuant to the Landlord and Tenant Act 1954 or the Housing Acts 1988 and 1996 or any statutory amendment or re-enactment of any of them or similar Act replacing them without the consent of the Landlord which will not be unreasonably withheld.

2.20.2 Not to take in or receive any paying guests or lodgers without the consent of the Landlord which will not be unreasonably withheld.

2.20.3 Not at any time during the said term to assign charge share or part with possession of all or any of the Landlord's Fixtures, Fittings or contents.

Initials HTD JD

**2.21 Empty Premises**

- 2.21.1 Not to leave the Premises unattended for a period of more than 28 consecutive days without prior notice to the Landlord or his Agent and in such event the Tenant agrees to comply with the stipulations contained within the Landlord's insurance policy(ies) in respect of vacant and empty properties. A copy of the said policy documentation will be provided upon request to the Landlord or his Agent.
- 2.21.2 When the Premises are left unattended to fasten securely all locks fitted to doors and windows of the Premises and to ensure that the burglar alarm (if any) is activated in accordance with the manufacturer's instructions relating thereto.

**2.22 Burglar Alarm (if any)**

- 2.22.1 To be responsible for all charges which may be levied if the burglar alarm is set off deliberately or accidentally by any act or omission of the Tenant or any person residing or sleeping in or visiting the Premises with the consent of the Tenant provided that the Landlord shall be responsible for any charges for maintenance or repair of the burglar alarm unless such repair is necessary as a result of misuse or negligence by the Tenant, his family, or any guest or invitee of the Tenant.
- 2.22.2 To immediately notify the Landlord or his Agent of any code alterations or instructions to the security alarm system.

**2.23 Insurance**

- 2.23.1 Not to do anything whereby the policy of insurance on the Premises or on the Fixture and Fittings and Contents may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premiums and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. A copy of the said policy documentation will be provided upon request received by the Landlord or his Agent from the Tenant.
- 2.23.2 The Landlord will not insure the contents of the Premises owned by or in the possession of the Tenant or any person residing or sleeping in or visiting the Premises. If the Tenant so wishes, these items must be insured by the Tenant under a separate policy.

**2.24 Destruction of Premises**

- 2.24.1 If either the whole or part of the Premises is destroyed or damaged by fire, tempest, flood, explosion or other cause during the Tenancy and the total or part of the insurance money due under the Landlord's policy which covers such risks is not paid due to an act or failure of the Tenant, his family, visitors or contractors then the Tenant will pay the sums that are irrecoverable in addition to the Rent to the Landlord and the reasonable professional fees incurred by the Landlord.

**2.25 Infestation**

- 2.25.1 In the event of any infestations arising during the Tenancy unless it is due to an act or omission of the Landlord to carry out at the Tenant's expense any requirements for pest control disinfecting or fumigating the Premises which may be directed by the Medical Officer of Health or such other competent officer and to pay for any necessary re-decoration and to replace any articles the destruction of which may be rendered necessary in consequence of such infestation fumigation or disinfection.

**2.26 Planning and Notices**

- 2.26.1 Not at any time to do any act matter or thing in respect of the Premises which contravenes the legislation for the time being in force relating to Town and Country Planning nor to make any applications for planning permission in relation to the Premises.

**2.27 Notices to the Premises**

- 2.27.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the same its boundaries or neighbouring properties.

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**2.28 Superior Lease**

2.28.1 To perform and observe the covenants on the Lessee's part contained in any superior Lease (if any) and save insofar as they are consistent with the stipulations on the part of the Tenant contained herein to reimburse the Landlord for all damages, reasonable costs and expenses in any way relating thereto and to provide the Superior Landlord or Freeholder (if any) with any reference or further information, that the Landlord hereunder cannot provide, as he shall require in order to grant permission for a sub-Tenancy to be created. A copy of the Lease by which the Premises are held is available and can be viewed by the Tenant upon request.

**2.29 Breach of the Tenancy**

2.29.1 To reimburse and compensate the Landlord and his Agent for all reasonable costs, commission, other losses and expenses awarded by the Court or arising from the following:

2.29.1.1 any major breach by the Tenant of this Agreement;

2.29.1.2 recovering or attempting to recover any Rent or other monies in arrears;

2.29.1.3 the enforcement of any reasonable obligation of the Tenant under this Agreement;

2.29.1.4 the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

2.29.1.5 the Tenant requesting to be released early from the obligations arising under this Agreement.

**2.30 Energy Performance Certificate**

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

**3 The Landlord agrees with the Tenant as follows:**

**3.1 Compensation and Reimbursement**

3.1.1 To pay and reimburse the Tenant for all taxes assessments and outgoings in respect of the Premises save as described elsewhere in this agreement as being the responsibility of the Tenant.

**3.2 Schedule of Condition**

**3.2.1 Cleaning and Appliances**

3.2.2 To deliver to the Tenant at the commencement of the Tenancy the Premises in a professionally clean and tidy condition with all appliances in proper working order.

3.2.3 To have all chimneys and flues (if any) belonging to the Premises thoroughly swept and cleaned prior to the commencement of the Tenancy.

**3.3 Safety Regulations**

3.3.1 Where applicable to ensure that all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Premises comply with the provisions of the Furniture Furnishings (Fire)(Safety) (Amendment) Regulations 1993.

3.3.2 To comply with the Gas Safety (Installation and Use) Regulations 1998.

3.3.3 To provide the Tenant with a copy of the current Gas Safety Record compiled by an engineer who is on the Gas Safe Register (CORGI prior to April 1<sup>st</sup> 2009).

3.3.4 The Landlord or his Agent will keep a copy of the above mentioned Gas Safety Record for a period of at least two years.

3.3.5 Where a Gas Safety Check is carried out during the term of the Tenancy the Landlord shall provide to the Tenant a copy of the Gas Safety Check within 28 days of the check being carried out.

3.3.6 To ensure all electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. Regulations 1994.

Initials HD PD

- 3.3.7 To ensure that all electrical work carried out at the Premises is carried out by an electrical contractor who is a member of an approved scheme under the Part P (Electrical Safety) Regulations 2005.
- 3.4 Repairs**
- 3.4.1 To carry out the repairing obligations in relation to the Premises imposed upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 as amended by Section 11 of the Housing Act 1988.
- 3.4.2 To provide and maintain the Premises Contents Fixtures and Fittings in good repair during the Tenancy except in respect of damage caused by the Tenant or any person residing or sleeping in or visiting the Premises, for which the Tenant is to be solely responsible and liable to repair.
- 3.4.3 To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or invitee of the Tenant.
- 3.4.4 To use his best endeavours to ensure that all maintenance and repairs affecting the Premises which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum disruption and inconvenience to the Tenant.
- 3.4.5 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 in clauses 3.4.1 to 3.4.4.
- 3.5 Insurance**
- 3.5.1 To insure the building and the contents relating to the Premises (unless they are insured by a Superior Landlord) to cover any public liability as well as compensation for any loss suffered by the Landlord and to provide a copy of the relevant sections of the insurance policy to the Tenant upon request to ensure compliance by the Tenant with any conditions imposed by the policy.
- 3.6 Interest and Consents**
- 3.6.1 The Landlord hereby warrants that he has the title and power to enter into this Agreement and that all necessary licenses and consents thereto (if any) have been obtained.
- 3.7 Quiet Enjoyment**
- 3.7.1 The Landlord hereby warrants that the Tenant paying the rent and performing and observing the several agreements and conditions on the Tenant's part hereinbefore contained may quietly possess and enjoy the Premises during the Tenancy thereof without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 3.8 Utilities**
- 3.8.1 To provide the Agent with details of all utility suppliers including account numbers prior to the start of the Tenancy where applicable.
- 3.8.2 To agree that third parties to whom Hamptons have passed the Landlord's details may try to identify the most competitive utility rates available and may switch suppliers of utility services to the Property to enable the Landlord to take advantage of such tariffs.
- 4 Forfeiture**
- 4.1 If the said rent or any instalment or part thereof shall be in arrears for fourteen days after the same shall have become due (whether formally demanded or not); or
- 4.2 If the Tenant shall commit a breach of any of the several agreements and stipulations herein contained and in particular relating to Ground 8; 10 to 15 and Ground 17 cited in Schedule II of the Housing Act 1988 as amended (see Definitions); or

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- 4.3 If the Tenant shall become bankrupt or assigns his estate or executes any Deed of Arrangement for the benefit of his creditors; or
- 4.4 If the Premises shall be left vacant or unoccupied for a period exceeding 28 days without prior consent of the Landlord; then the Landlord, may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and regain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of any earlier breaches of the Tenant's obligations under this Agreement.
- 4.5 Without prejudice to the generality of the foregoing paragraphs, pursuant to the Protection from Eviction Act 1977, the Landlord may not re-enter residential Premises without having previously obtained an order from the Court.

**5 It is mutually agreed between the parties:**

**5.1 Inventory**

- 5.1.1 To sign (or have signed by a representative) the report prepared by an Independent Clerk at the commencement of the Tenancy together with the Schedule of Condition.
- 5.1.2 At the end or sooner determination of the Tenancy to and sign (or have signed by a representative) the report and schedule of condition prepared by an Independent Inventory Clerk together with any assessment for any damage which shall be shown to have arisen during the course of the Tenancy.
- 5.1.3 If the Tenant or any representative appointed by the Tenant shall not keep two or more appointments made by the Landlord or his Agent to check the Inventory the Tenant agrees that check will take place and a report prepared although the Tenant need not accept it.
- 5.1.4 The Tenant agrees to allow access for the check of the Inventory at the end of the Tenancy upon being given reasonable written notice.

**5.2 Deposit**

- 5.2.1 Before the commencement of the Tenancy hereby created the Tenant shall deposit with the Landlord's Agent as stakeholders the aforementioned sum to be held against all possible liability arising by reason of the Tenant's failure to observe and perform the obligations stated above including the obligation to pay rent.
- 5.2.2 The Landlord or his Agent shall be entitled to deduct such sums as may be required to properly remedy any such failure and such Deposit or the balance thereof shall be returned to the Tenant without interest within 30 days of the end of the Tenancy except in case of dispute and with the written consent of both parties.
- 5.2.3 Deductions may be made to compensate the Landlord for losses caused for any or all of the following reasons:
- 5.2.3.1 any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
- 5.2.3.2 any damage caused or cleaning required as a result of any pets occupying the Premises with or without the Landlord's consent;
- 5.2.3.3 any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
- 5.2.3.4 any other breach by the Tenant of the terms of this Agreement;
- 5.2.3.5 any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- 5.2.4 The Landlord or his Agent shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.

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- 5.2.5 Where more than one person is comprised for the time being in the expression 'the Tenant' the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment shall discharge the Landlord and his Agent from any further liability in respect of the amount so repaid.
- 5.2.6 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd PO Box 1255 Hemel Hempstead Hertfordshire HP1 9GN phone 0845 226 7837 email [deposits@tds.gb.com](mailto:deposits@tds.gb.com) fax 01442 253193
- 5.2.7 At the end of the tenancy the Landlord or his 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
- 5.2.8 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.
- 5.2.9 The Tenant should 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.
- 5.2.10 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 5.2.11 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 5.2.11 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 5.2.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 5.2.7 to 5.2.11 above.

### 5.3 Abandoned Goods

- 5.3.1 Any goods or personal effects belonging to or in the possession of the Tenant or any person who resided, slept in or visited the Premises which shall not have been removed from the Premises within 14 days after the expiry or sooner determination of the Tenancy hereby created and the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address has made reasonable efforts to contact the Tenant Premises; that he considers that items have not been cleared; and the Tenant has failed to collect the property promptly thereafter shall be deemed to have been abandoned and thereafter the Landlord may dispose of such goods as he deems appropriate and any costs incurred in so doing will be payable by the Tenant.

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- 5.3.2 The Tenant shall pay to the Landlord damages at a rate equivalent to the Rent then payable for the Premises 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 forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned until either the Tenant, or in default the Landlord, shall have removed all such items from the Premises such removal by the Landlord to be made as soon as practically possible.
- 5.3.3 The Tenant shall pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant (or members of his household) have been removed.
- 5.4 Uninhabitable Premises**
- 5.4.1 If the Premises shall be destroyed or damaged by any of the "Insured Risks" so as to be unfit for habitation and use, the rent hereby reserved shall cease to become payable until the Premises have been rendered fit again for occupation and provided that the Landlord's insurance shall not have been vitiated as a result of any act or omission by the Tenant his family, any occupier, guest or contractor of the Tenant or the insurer pays to re-house the Tenant then the Tenant or Landlord may by giving written notice to the other or the Agent terminate the Tenancy forthwith in which event any rent which may have been paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid by the Landlord.
- 5.4.2 In the event that any part of the Premises shall become unfit for normal use and habitation then a fair proportion of the rent shall cease to become payable until such time as the whole of the Premises are in a fit state for habitation and use.
- 5.5 Costs and Charges**
- 5.5.1 The cost of preparing this Agreement and its counterpart in the sum of £320.00 (three hundred and twenty pounds plus VAT charged at the prevailing rate) shall be borne equally by the Landlord and the Tenant.
- 5.5.2 All or any costs incurred in the renewal or extension of this Tenancy agreement shall be borne equally by the Landlord and the Tenant.
- 5.5.3 The responsibility and cost (including any interest and penalties) for the Stamp Duty Land Tax payable (if applicable) on this Agreement shall be borne by the Tenant. Further information can be obtained by telephoning 0845 6030135 or from the website on [www.inlandrevenue.gov.uk/so](http://www.inlandrevenue.gov.uk/so).
- 5.5.4 The cost involved for the checking in of the inventory in the sum of £116.40 (One Hundred and Sixteen Pounds and Forty Pence Including VAT) shall be borne by the Tenant. The cost involved for the checking out of the Inventory shall be borne by the Landlord
- 5.5.5 The Tenant will pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.
- 5.5.6 The Landlord will pay the additional cost incurred by the Tenant, his agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Landlord, the Agents or the Inventory Clerk fail to attend a mutually agreed second appointment.
- 5.5.7 The Landlord shall pay the costs involved for the making or up-dating of a professionally compiled fully comprehensive Inventory and Schedule of Condition of the Premises.

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**5.6 Agent of the Tenant**

5.6.1 Acceptance of cheque or other payments in settlement of rent drawn on accounts other than those of the Tenant named herein shall be accepted as agent for the Tenant and is not acceptance of such party as being the Tenant.

**5.7 Late Payment of Rent and Bank Charges**

5.7.1 In the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same become payable then the Tenant shall in addition thereto pay to the Landlord interest at the rate of 4% per annum above National Westminster Bank plc base rate from time to time on all outstanding monies from the date upon which the same became payable until payment is received.

5.7.2 To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

**5.8 Housing Act 1988 (as amended)**

5.8.1 This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988.

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

5.8.3 The Tenant hereby declares that for the duration of the Tenancy hereby created the said Premises as detailed hereinbefore in the Tenancy Particulars are to be his main and principal home as defined within the meaning of Part 1 of the Housing Act 1988.

**6 Data Protection Act 1998**

6.1 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during the Tenancy that present and future addresses and contact details of the Landlord and Tenant may be provided to each other, to utility suppliers, the local authority, any credit agencies, or reference agencies, legal advisers and for debt collection.

**7 SPECIAL TENANCY CONDITIONS**

**7.1 No Smoking Clause**

Notwithstanding and subject to the provisions of the above Clauses, the Tenant agrees that neither he nor any guest or invitee will smoke within the Premises, and in the event that smoking has taken place within the Premises (as defined by the Inventory Clerk at the end of the Tenancy) then any damage re-decoration or fumigation necessary shall not be considered fair wear and tear and the Tenant shall compensate the Landlord in full.

**7.2 Furniture Removal (Landlord)**

The Landlord agrees that prior to commencement of the Tenancy or as soon as possible thereafter he will at his own expense remove and store away from the Premises the furniture from the Sitting Room. No compensation will be payable to the Tenant if the items have not been removed at the start of the Tenancy.

**7.3 Appliance Breakdown**

In the event of any appliance breakdown including boilers, central heating, washing machine, dishwasher, microwave or such other appliance that might be in the property the Landlord will provide details of an authorized contractor and the tenant will be expected to arrange a suitable time with the contractor (to wait for and meet) in order to carry out repairs deemed necessary.

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