

# Assured Periodic Tenancy Agreement

## Any Property, Any Street

Between/among the Landlord and the Tenant

**Landlord**

Landlord Name

**Tenant**

Tenants Names

**Guarantor**

SAMPLE

Maddox Noel

0161 543 3406 • [lettings@maddoxnoel.com](mailto:lettings@maddoxnoel.com)

 MaddoxNoel  
ESTATE & LETTINGS AGENTS

## Written Statement of Terms

### PART 1

1. The name of the landlord(1) under the tenancy (2) and, where two or more persons jointly constitute the landlord in relation to the tenancy, the name of each person that jointly constitutes the landlord: Fionn Macnamara
2. The name of the tenant(s) (3) under the tenancy and, where two or more persons jointly constitute the tenant in relation to the tenancy, the name of each person that jointly constitutes the tenant: Alfred Hellier, Benjmain Meek, Finn Moffatt
3. An address in England or Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant:  
  
c/o Suite 1.17, 1 Silk Street, M4 6LZ, United Kingdom.
4. The address of the dwelling-house let (4) on the tenancy ("the property"):
5. The date on which the tenant is first entitled to possession under the tenancy: 26/06/2026
6. The rent payable under the tenancy and when it is due: £00000, the 00h day of each month
7. Please note that if the landlord makes a new proposal to increase the rent under the tenancy, the landlord must serve a notice on the tenant in accordance with section 13 of the Housing 1988 Act (increases of rent under assured tenancies other than relevant low-cost tenancies) (5)
8. There are no utilities or other amounts included in the rent.
9. The requirements in section 213 of the Housing Act 2004 (requirements relating to tenancy deposits)(6) apply in relation to the tenancy, the amount of the tenancy deposit is £1,846.15.
10. If section 5(1) of the Protection from Eviction Act 1977 (validity of notices to quit) (7) applies in relation to the tenancy, the minimum notice period a tenant must provide when giving a notice to quit the property.
11. Section 5 of the 1988 Act (security of tenure)(8) applies to the tenancy. In accordance with the 1988 Act (a) in most circumstances the landlord can only bring an end to the tenancy by obtaining an order of the court for possession of the property and the execution of the order, and

(b) if the landlord seeks to obtain such an order— (i) the landlord or, in the case of joint landlords, at least one of them must usually serve on the tenant a notice of proceedings for possession which, amongst other requirements, is in the prescribed(9) form and specifies the ground of possession, and (ii) the ground or grounds of possession will determine the minimum period of notice, if any, that the landlord must give before proceedings are begun.

12. Section 9A of the 1985 Act (fitness for human habitation of dwellings in England) (10) applies to the tenancy, and the landlord is under an obligation to ensure the property is fit for human habitation, to the extent required by that section.

13. (1) Subject to paragraph (2), the landlord is under an obligation to do the following, to the extent required by section 11 of the 1985 Act (repairing obligations in short leases) (11)—

(a) to keep in repair the structure and exterior of the property (including drains, gutters and external pipes),

(b) to keep in repair and proper working order the installations in the property for the 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 the supply of water, gas or electricity), and

(c) to keep in repair and proper working order the installations in the property for space heating and heating water.

(2) The statement in sub-paragraph (1) is not required to be included if any of the following conditions are met—

(a) section 11 of the 1985 Act does not apply in relation to the tenancy;

(b) a county court order under section 12(2) of that Act has been made in relation to the tenancy(12);

(c) the property is contained in premises in respect of which the right to manage has been acquired by a RTM company under Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002(13) (and has not ceased to be exercisable by it).

14. Regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020(duties of landlords in relation to electrical installations etc.)(14) applies in relation to the tenancy, and the landlord is under an obligation to do the following in accordance with that regulation:

(a) to ensure that relevant electrical safety standards are met during any period when the property is occupied under the tenancy,

(b) to ensure relevant electrical installations in the property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in sub-paragraph (c) below, earlier, and

(c) to obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the tenant.

15. (1) The landlord is under an obligation to do the following in accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (duties of landlords)(15) (“the 1998 Regulations”):

(a) to ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue which serves a relevant gas fitting,

(b) to ensure that each appliance and flue to which that duty extends is checked for safety— (i) by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and (ii) at intervals to be determined in accordance with the 1998 Regulations, and

(c) to ensure that a record in respect of any appliance or flue so checked is made and, subject to exceptions, that a copy of that record is given to the tenant.

(2) This paragraph applies if there is a relevant gas fitting (within the meaning of regulation 36(1) of the 1998 Regulations) installed in or serving the property and that gas fitting is one to which the 1998 Regulations apply.

16. (1) Section 190 of the Equality Act 2010 (improvements to let dwelling houses)(16) (“the 2010 Act”) applies to this tenancy, under section 190:

(a) a landlord may not unreasonably withhold consent to a tenant's application to make an improvement (within the meaning of section 190(9) of the 2010 Act) to premises where—

(i) a disabled person (within the meaning of section 6(2) of the 2010 Act) occupies or intends to occupy the premises as their only or main home, and

(ii) the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability, and

(b) the rights and obligations conferred by section 190 do not apply in so far as provision of a like nature is made by the tenancy.

(2) This paragraph applies where—

(a) the tenancy is neither a protected tenancy nor a statutory tenancy, and

(b) the tenant is entitled, with the consent of the landlord, to make improvements (within the meaning of section 190(9) of the 2010 Act) to the property.

17. in accordance with section 16A of the 1988 Act (requesting consent to keep a pet)(17):

(a) the tenant may keep a pet(18) at the property if the tenant asks to do so in accordance with section 16A and the landlord consents, and

(b) such consent is not to be unreasonably refused by the landlord.

18. If the tenancy is granted as a tenancy of supported accommodation (within the meaning of paragraph 12(1) of Schedule 2 to the 1988 Act(19)), a statement to that effect and an explanation of why it is granted as such a tenancy:

1) See section 45 of the Housing Act 1988 for the definition of “landlord”.

2) See section 45 of the Housing Act 1988 for the definition of “tenancy”.

3) See section 45 of the Housing Act 1988 for the definition of “tenant”.

4) See section 45 of the Housing Act 1988 for definitions of “dwelling-house” and “let”.

5) Section 13 was amended by section 6 of the Renters’ Rights Act 2025 and [S.I. 2003/259, 2013/1036](#).

6) [2004 c. 34](#); section 213 was amended by section 184(2) of the Localism Act [2011 \(c. 20\)](#) and section 26(3) of the Renters’ Rights Act 2025.

7) [1977 c. 43](#); section 5(1) was amended by section 32(1) of the Housing Act 1988 and section 20(2) of the Renters’ Rights Act 2025.

8) Section 5 was amended by section 222 of the Housing Act 2004, paragraph 6 of Schedule 11 to the Housing and Regeneration Act [2008 \(c. 17\)](#), section 40(6) of the Immigration Act [2016 \(c. 19\)](#) and paragraph 23 of Schedule 2 to the Renters’ Rights Act 2025.

9) See section 45 of the Housing Act 1988 for the definition of “prescribed”.

10) Section 9A was inserted by section 1(3) of the Homes (Fitness for Human Habitation) Act [2018 \(c. 34\)](#).

11) Section 11 was amended by section 116(1) and (2) of the Housing Act 1988.

- 12) Section 12(2) provides that the county court may, by order made with the consent of the parties, authorise the inclusion in a lease, or in an agreement collateral to a lease, of provisions excluding or modifying in relation to the lease, the provisions of section 11 with respect to the repairing obligations of the parties. The court may only make such an order if it appears to the court that it is reasonable to do so, having regard to all the circumstances of the case, including the other terms and conditions of the lease.
- 13) [2002 c. 15](#). “The right to manage” is defined in section 71 and “RTM company” is defined in section 73. Section 72 and Schedule 6 set out the premises to which Chapter 1 of Part 2 applies.
- 14) [S.I. 2020/312](#); relevant amending instruments are [S.I. 2022/634](#), [2023/1071](#), [2025/1043](#)
- 15) [S.I. 1998/2451](#), amended by [S.I. 1999/2024](#), [2015/51](#), [2018/139](#)
- 16) [2010 c. 15](#).
- 17) Section 16A was inserted by section 11(1) of the Renters’ Rights Act 2025.
- 18) See section 45 of the Housing Act 1988 for the definition of “pet” (as inserted by section 11(2) of the Renters’ Rights Act 2025).
- 19) Paragraph 12(1) was inserted by paragraph 25 of Schedule 1 to the Renters’ Rights Act 2025.

## PART 2

### Interpretation

In this Schedule—

“communication service” means a service enabling any of the following to be used—

- (a) a telephone other than a mobile telephone;
- (b) the internet;
- (c) cable television;
- (d) satellite television;

“notices in proceedings” means notices or other documents served in, or in connection with, any legal proceedings;

“relevant bill payment” means a payment—

- (a) in respect of council tax;
- (b) for or in connection with the provision of a utility;
- (c) towards energy efficiency improvements under a green deal plan (within the meaning of section 1 of the Energy Act 2011<sup>(1)</sup>);
- (d) in respect of a television licence;
- (e) for or in connection with the provision of a communication service;

“television licence” means a licence for the purposes of section 363 of the Communications Act 2003 (licence required for use of TV receiver)<sup>(2)</sup>;

“tenancy deposit” has the same meaning as in section 212 of the Housing Act 2004 (tenancy deposit schemes)<sup>(3)</sup>;

“utility” means—

- (a) electricity, gas or other fuel, or
- (b) water or sewerage.

#### Ground 4A Statement

The following statement is provided in accordance with Ground 4A of the Schedule 2 of the Housing Act 1988:

The Landlord notifies the Tenant that the Landlord believes the Tenant meets the criteria set out in Ground 4 A in Schedule 2, Housing Act 1988 that being the student ground for possession.

The Landlord hereby provides written notice to the Tenant that the Landlord may wish to be able to recover possession of the Property on the basis that the Tenant meets ‘the student test’ when this Tenancy is entered into, and the Landlord intends, on the next occasion on which the Property is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

**IMPORTANT:**

THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT, YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR OR CITIZENS ADVICE OR HOUSING ADVICE CENTRE. IT SHOULD BE KEPT AT LEAST FOR THE LIFETIME OF THE TENANCY AS YOU MAY NEED TO REFER TO IT IN THE FUTURE.

In addition to this Agreement your landlord or the landlord's agent may provide you with an Inventory and Schedule of Condition detailing the landlord's fixtures and fittings and the current condition of the property. You may be asked to sign the Inventory and Schedule of Condition.

SAMPLE

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**SCHEDULE 1 – Permitted Occupiers**

**SCHEDULE 2 – Additional Terms and Conditions/Details of Pet**

This Agreement is dated 22/05/2026

**PARTIES**

(1) LANDLORD of c/o Suite 1.17, 1 Silk Street, M4 6LZ, United Kingdom,  
lettings@maddoxnoel.com (Landlord)

(2) tENANT of

Current address:

(Line

One) .....

(City) .....

(Country) .....

(Postcode) .....

.

;

TENANT of

Current address:

(Line

One) .....

(City) .....

(Country) .....

(Postcode) .....

.

;

TENANT of

Current address:

(Line

One) .....

(City) .....

(Country) .....

(Postcode) .....

.

(Tenants)

(3) Guarantor of  
Current  
address: .....

Guarantor  
Current  
address: ..... ;

Current  
address: .....  
(Guarantors)

CONTACT DETAILS OF THE LEAD TENANT FOR COMMUNICATION PURPOSES AT THE END OF THE TENANCY

Name	
Email Address	
Phone Number	

## AGREED TERMS

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**Agent:** person or company responsible for letting or managing the property.

**Agreement:** References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

**Contents:** the furniture, furnishings and any other items set out in an Inventory and Schedule of Condition that the Landlord or Agent may supply at the beginning of this Agreement.

**Deposit:** £1,846.15

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Fixtures and Fittings:** Any of the Landlord's furniture, furnishings, carpets, sanitary ware (toilet bowls, baths, sinks, showers and other fittings), decorative features, electrical equipment, white goods, other equipment or any floor, ceiling or wall including anything listed on the Inventory and Schedule of Condition that the Landlord or the Agent supply.

**HA 1988:** Housing Act 1988.

**HA 2004:** Housing Act 2004.

**Headlease:** means the lease (if any) under which the Landlord holds an interest in the Property

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

**Interested Persons:** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

**Inventory and Schedule of Condition:** a list of Contents and description of the condition of the Property that may be attached to this Agreement.

**Permitted Occupiers:** those persons listed in the Schedule 1.

**LTA 1985:** Landlord and Tenant Act 1985.

**PEA 1977: Protection from Eviction Act 1977**

**Property:**

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Rent:** £1,600.00 per month until it is reviewed and after review the reviewed sum determined in accordance with section 13 Housing Act 1988.

**Rent Payment Dates:** the 26th day of each month.

**Scheme Administrator:** administrator of either a custodial or insurance TDP.

**TDP:** tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

**Tenancy:** the tenancy created under this Agreement.

**Term:** a term from and including 26/06/2026 until it comes to an end.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 The expression Property includes:

1.3.1 all additions and improvements to the Property;

1.3.2 all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property (whether or not originally fixed or fastened) except the Contents;

1.3.3 all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Property and serve the Property only including plant or fixtures and fittings and other ancillary apparatus;

1.3.4 wherever the circumstances of its use means it is suitable, any part or parts of the Property.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to an Agreement is a reference to this Agreement.
- 1.10 A reference to writing or written includes email.
- 1.11 Any reference to the giving of consent by the Landlord requires the consent to be given in writing and signed by the Landlord.
- 1.12 Any reference to fees include any applicable Value Added Tax or other relevant taxation.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 References to clauses are to the clauses of this Agreement.
- 1.15 A reference to the Landlord includes a reference to the person entitled to the immediate reversion of this Tenancy. A reference to the Tenant includes a reference to their successors in title and assigns.
- 1.16 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the Agreement, not just liable for a proportionate part.
- 1.17 The obligations of the Tenant and the Guarantor arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
- 1.18 The expression tenant covenant has the same meaning as is given by the Landlord and Tenant (Covenants) Act 1995 Section 28(1)

## **2 GRANT OF THE TENANCY**

- 2.1 At the request of the Guarantor, the Landlord agrees to let and the Tenant agrees to take the Property for the Term at the Rent.
- 2.2 This Agreement creates an assured tenancy under Part I of Chapter II of the HA 1988.

## **3 CONTENTS, FIXTURE AND FITTINGS AND KEYS**

- 3.1 The Tenant shall keep the fixtures and fittings and Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDP in which the Deposit is held.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

## **4 RENT**

- 4.1 The Tenant shall pay the Rent on the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent upon the Parties signing this Agreement and entering into the Agreement.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

## **5 RENT REVIEW**

5.1 The rent payable under this Agreement may be reviewed in accordance with section 13 HA 1988.

## **6 DEPOSIT**

6.1 The Deposit shall be paid by the Tenant to the Landlord or Agent upon the signing of this Agreement.

6.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

6.2.1 Meet any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.

6.2.2 pay any Rent or any monies due that remain unpaid.

6.2.3 pay for and make good any damage or compensation for damage to the Property and the Fixtures and Fittings and/or Contents or arising from any breach of the obligations of this Agreement by the Tenant or for missing items for which the Tenant may be liable;

6.2.4 Pay any damages incurred by the Landlord arising out of any other breach by the Tenant of the obligations of this Agreement;

6.2.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

6.3 The statutory rights of the Landlord and the Tenant to take legal action through the county court remain unaffected by the clauses above.

## **7 TDP ARRANGEMENTS**

7.1 The Deposit is held by the Scheme Administrator. The Deposit is protected by Deposit Protection Service ('the DPS') as the Scheme Administrator. The DPS is a trade name of Computershare Investor Services PLC (company number 3498808) of The Pavilions,

Bridgwater Road, Bristol BS13 8AE, email: [contactus@depositprotection.com](mailto:contactus@depositprotection.com), Tel: 0330 303 0033. The Deposit is held by the Scheme Administrator.

- 7.2 The Landlord has provided **or** shall provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 7.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDP at the date of this Agreement.
- 7.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Agent.
- 7.5 Where there are multiple tenants, each of them agrees **with the** other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with **any dispute about** the deposit at the end of the Tenancy.
- 7.6 Upon the Tenant vacating the Property and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the Tenant or persons as agreed.

## **8 USE OF PROPERTY**

- 8.1 The Tenant shall:
- 8.1.1 only use the Property as a private dwelling house for the use of the Tenants and Permitted Occupiers;
  - 8.1.2 occupy the dwelling-house as his only or principal home;
  - 8.1.3 immediately notify the Landlord if the immigration status of any of the Permitted Occupiers changes from that recorded in Schedule 1;
  - 8.1.4 not permit anyone other than the Permitted Occupiers to occupy the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld; and

- 8.1.5 immediately confirm receipt with the Landlord or Agent of any communication (written or otherwise) from the relevant government department concerning any of the Permitted Occupiers' residency status in the UK and provide copies of such written communication upon request.
- 8.2 The Tenant shall not remove the Fixtures and Fittings or Contents or any part of them or any substitute Fixtures and Fittings from the Property.
- 8.3 The Tenant shall not remove any of the Fixtures and Fittings or Contents for storage in any loft, basement or garage at the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 8.4 The Tenant shall ensure that any such items removed pursuant to clause 8.3 are stored safely and upon vacating the Property shall ensure that such items are returned to the places where situated at the date of this Agreement.
- 8.5 The Tenant shall not use the Property for the purposes of conducting a business.
- 8.6 The Tenant shall comply with all covenants relating to use of the Property that are provided by the Landlord as lessee under the Headlease.
- 8.7 The Tenant must not keep or store (or allow anyone under their control to keep or store) any articles that are especially combustible, inflammable or dangerous on the Property other than matches, cigarette lighters and candles for ordinary domestic use.
- 8.8 The Tenant shall not keep any pets or any other animals on or in the Property without the express prior written permission requested in accordance with 16B HA 1988 which the Landlord shall not unreasonably withhold in accordance with 16A HA 1988. Where the Agreement has already begun, where such consent is given, in accordance with the Tenant Fees Act 2019 the Tenant will pay to the Agent a fee to vary this Agreement to record details of the pet(s) at Schedule 2.
- 8.9 The Tenant shall not do anything to or on the Property that:
- 8.9.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them. This includes the playing of music, musical instruments or other electrical appliance so as to be audible outside the Property;
- 8.9.2 involves using the Property for immoral or illegal purposes; or

- 8.9.3 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 18.
- 8.10 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior written consent of the Landlord which shall not be unreasonably withheld.
- 8.11 The Tenant shall not commission an Energy Performance Certificate for the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 8.12 The Tenant must place all refuse in a proper receptacle, to be provided by the Tenant and reasonably approved by the Landlord which must be kept only in a place on the Property reasonably approved by the Landlord and must ensure that the rubbish is regularly collected by or on behalf of the local authority.
- 8.13 The Tenant must use any garage forming part of the Property solely for the purpose of keeping personal items, a private motor vehicle, motorbike or moped.
- 8.14 If the Tenant is allocated a car parking space in a car parking area the Tenant must only use the allocated car parking space. Any car parking spaces designated as visitors' car parking spaces must only be used by visitors and not by the Tenant for any second or additional vehicles.
- 8.15 Except for private motor cars on the drive or any allocated parking space, the Tenant must not keep any other vehicle, boat or caravan or movable dwelling on the drive or in or on the garden or outside area of the Property, or store anything on the drive or in or on the garden or outside area that is untidy, unclean, unsightly or in any way detrimental to the Property or to the vicinity generally.
- 8.16 The Tenant shall notify the Agent, or where there is no Agent, the landlord immediately in writing, whether by letter or by email of any defect to the Property which the Landlord may be liable to remedy under any obligation contained in this Agreement or implied as soon as practicable after such defect shall come to the notice of the Tenant and to indemnify the Landlord against any liability which may be incurred by the Landlord whether to the Tenant or to any other person as a result of any such defect which shall not have been so notified by the Tenant to the Landlord.

- 8.17 The Tenant shall not hang any washing, clothes or other articles outside the Property except in a place designated or permitted by the Landlord.
- 8.18 The Tenant shall not place wet or damp clothes of washing upon any installations for space heating.
- 8.19 The Tenant must not smoke or permit any other person to smoke tobacco or any other substance in the Property and/or the Building (including electronic cigarettes) without the express prior written permission of the Landlord which shall not be unreasonably withheld.

## **9 ASSIGNMENT OR SUBLETTING**

- 9.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld and only then after paying the Landlord's and/or Agent's reasonable fees incurred.

## **10 REPAIRS AND ALTERATIONS**

- 10.1 The Tenant shall keep the Property (including the doors, window frames and glass in windows, doors, skylights and smoke detectors) clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and evidenced by the Inventory and Schedule of Condition and shall return the Property to the Landlord at the end of the Tenancy clean to the standard it was at the commencement of this Agreement and must promptly replace all light bulbs, fluorescent tubes, batteries and fuses when they need to be replaced.
- 10.2 If the Property has a garden, the Tenant shall keep it clean and tidy and free from rubbish.
- 10.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 10.4 The Tenant shall promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.

- 10.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This includes not permitting oil, grease or other harmful or corrosive substances to enter any of the drains, gutters and pipes of the Property.
- 10.6 The Tenant must clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Property, if they are caused as a result of the Tenant's negligence and/or misuse of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 14.4 and 14.5.
- 10.7 The Tenant shall not make any alteration or addition to the Property.
- 10.8 The Tenant must not erect any aerials, satellite dishes, poles or masts on the Property or elsewhere more generally or install any cables or wires outside it, whether in connection with signal reception, telecommunications or otherwise, without the Landlord's express prior written consent which shall not be unreasonably withheld. Where such consent is granted the Tenant must remove such items and make good any damage caused at the end of the Term.
- 10.9 The Tenant shall not affix items to the walls and ceilings of the Property with nails, screws, pins, or adhesive material without the Landlord's express prior written consent which shall not to be unreasonably withheld. If in exercising such consent any such damage does occur the Tenant must make it good by immediate repair and decoration.
- 10.10 The Tenant must not display anywhere on the Property or the Building more generally any placard, sign, notice, fascia board or advertisement.
- 10.11 The Tenant must not remove the curtains or blinds from the windows of the Property except for cleaning and, if appropriate, decorating, without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 10.12 The Tenant must not change or install additional curtains or blinds to the windows of the Property, without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 10.13 The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining Property or make any alteration to the Property.

- 10.14 The Tenant shall not redecorate the Property without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 10.15 The Tenant is responsible for the maintenance of any battery powered smoke alarms in the Property. Every week the Tenant should check and test by pressing the test button until the alarm sounds any smoke alarms, whether battery powered or otherwise, to ensure they are working and, if battery powered, replace any batteries where necessary. If there is a fault with any smoke alarms, the Tenant must inform the Landlord immediately in writing. The Tenant should also clean the smoke alarms every 6 months with a vacuum cleaner nozzle to ensure they are free from dust.

## **11 UTILITIES AND OUTGOINGS**

- 11.1 The Tenant shall not tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Property.
- 11.2 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) and internet used by the Tenant at the Property.
- 11.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 11.4 The Tenant must not change the supplier of any services to the Property without first obtaining the express prior written permission of the Landlord which shall not be unreasonably withheld. For the avoidance of doubt this prohibition includes the installation of or changing of any utility meters.
- 11.5 Where the Tenant is granted permission pursuant to 11.4 above the Tenant must reinstate the Property back to the condition it was prior to installation of any meter and the Tenant indemnifies the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities that exist as at the beginning of the Tenancy.
- 11.6 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall indemnify the Landlord for any costs reasonably incurred by the Landlord with reconnecting or resuming those services.
- 11.7 The Tenant shall pay for a television licence for the Property if a licence is required.

- 11.8 The Tenant shall pay to the relevant local authority the Council Tax for the Property. In the event that the Landlord or another third party pays the Council Tax the Tenant will be liable to pay a fair and proportionate part of it and shall indemnify the Landlord for any Council Tax attributable to the Tenant's occupation of the Property.
- 11.9 Where there is no mains drainage present and a cess pit / sealed cess pool is in place the Tenant is responsible for the emptying of the cess pit / sealed cess pool and its costs. The cess pit / sealed cess pool must be emptied every three months or sooner if required and completely emptied upon vacation of the Property.
- 11.10 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall indemnify the Landlord for the Landlord's fair proportion of all those costs.

## **12 KEYS, SECURITY AND UNOCCUPIED PROPERTY**

- 12.1 The Tenant must keep the Property secure, and ensure any security alarms are set at all appropriate times and take reasonable steps to ensure that any security alarm is not set off accidentally.
- 12.2 The Tenant will receive sets of keys on the date the Tenant moves into the Property. The Tenant must not change the locks or security codes without the express prior written permission of the Landlord which shall not be unreasonably withheld.
- 12.3 The Tenant must report to the Landlord immediately if he becomes aware of the fact that keys or security codes or devices are lost or compromised during the Term.
- 12.4 If the Tenant requests an additional set of keys, the Tenant will be charged the reasonable costs incurred by the Landlord and evidence of costs incurred will be supplied.
- 12.5 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant agrees to indemnify the Landlord for any loss incurred as a result of the need to replace any keys or security device.
- 12.6 The Tenant will indemnify the Landlord for any charges levied if the security alarm is set off accidentally by the Tenant and for all charges for maintenance or repair necessary as the result of misuse by the Tenant.

- 12.7 The Tenant must ensure that at all times the Agent has written notice of the name, home address and home and mobile telephone numbers of at least one keyholder of the Property and the Tenant must give their name as keyholder to the security alarm maintenance company.
- 12.8 If the Property is to be left unoccupied for more than 48 hours the Tenant must, at their own expense, take all reasonable steps that are necessary or directed by the Landlord or the Agents to protect the water and central heating systems in the Property from damage by frost or other weather conditions.
- 12.9 If the Property is to be left unoccupied for any continuous period of 21 days or more, the Tenant must notify the Landlord or the Agents and any company responsible for security devices that the Property is to be unoccupied and to take such steps as they may reasonably prescribe.
- 12.10 The Tenant must hand over to the Agents all keys and security devices or codes by midday on the date the Term ends (unless agreed in writing with the Landlord prior).
- 12.11 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.

### **13 OTHER COSTS AND CHARGES**

- 13.1 Where under this Agreement the Landlord is entitled to do anything at the cost or expense of the Tenant and does so, thereby incurring a loss, then the Tenant agrees to indemnify the Landlord for a sum equivalent to the loss so suffered and make payment within 14 days of the Landlord making the request for indemnification. Should the Tenant fail to pay the Landlord accordingly the Landlord may treat their loss as a deductible sum from the Deposit in accordance with clause 6.2 hereof at the end of the Tenancy.
- 13.2 The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord or Agent if any cheque written by the Tenant or any third party paying on behalf of the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's or any third party's bankers.

## **14 LANDLORD'S COVENANTS**

- 14.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 14.2 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 14.3 The Landlord is the sole/joint owner of the leasehold or freehold interest in the Property and that all consents necessary to enable them to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.
- 14.4 In accordance with section 11 of the LTA 1985, the Landlord shall:
- 14.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - 14.4.2 keep in repair and proper working order the installations in the Property for the 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 the supply of water, gas or electricity); and
  - 14.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.
- 14.5 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord). The Landlord will not be liable to repair or replace any item that has been damaged as a result of the Tenant failing to use the items in a tenant like manner.
- 14.6 The Landlord shall not be required to:
- 14.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
  - 14.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

## **15 DEFAULT BY THE TENANT**

15.1 The Landlord reserves the right to re-enter the Property if:

15.1.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

15.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;

15.1.3 the Tenant has breached the Agreement;

15.1.4 This Agreement no longer qualifies as an Assured Tenancy by virtue of any circumstances whatsoever; or

15.1.5 any of the Grounds set out in Schedule 2 of the HA 1988 apply.

This clause 15.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

15.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant shall remain in force.

15.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall indemnify the Landlord for any reasonable costs properly incurred in remedying such breaches or in connection with the enforcement of those obligations.

## **16 LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS**

16.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

16.1.1 to inspect the condition and state of repair of the Property;

16.1.2 to carry out the Landlord's obligations under this Agreement;

16.1.3 if relevant, to carry out repairs or alterations to the next door premises;

- 16.1.4 to take gas, electricity or water meter readings;
  - 16.1.5 to comply with the Landlord's obligations under existing safety regulations;
  - 16.1.6 to enable the Landlord to comply with the Landlord's obligations under the Headlease;
  - 16.1.7 to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
  - 16.1.8 for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
  - 16.1.9 to show prospective tenants or purchasers around the Property.
- 16.2 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.
- 16.3 The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Property.

## **17 SAFETY REGULATIONS CONCERNING THE PROPERTY**

- 17.1 The Landlord shall ensure that the Property complies with the Health and Safety Executive form ACOP L8 on 'The Control of Legionella Bacteria in Water Systems' (or any replacement) at the start of the Tenancy by the Landlord undertaking a Legionella risk assessment and, if necessary, making appropriate changes to the water system at the Property.
- 17.2 The Landlord confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 17.3 The Landlord confirms that, if there is a gas supply to the Property, the Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the record of the appropriate inspection and safety check has been provided to the Tenant prior to the first day of the Term.

- 17.4 The Landlord confirms that the electrical appliances and installations provided by the Landlord are safe and will not cause danger and that a copy of an appropriate inspection and test report has been provided to the Tenant prior to the first day of the Term.
- 17.5 The Landlord confirms that the Property at the beginning of the Term is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order.

## **18 INSURANCE**

- 18.1 The Tenant warrants that before the signature of this Agreement he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Building is insured.
- 18.2 The Landlord must:
- 18.2.1 if appropriate, keep the Property (and the Building if appropriate) insured with a reputable insurer for the full cost of rebuilding and reinstating the Property against such risks as would normally be covered by a standard policy for premises such as the Property or Building (if appropriate).
  - 18.2.2 if and whenever the Building or any part of it is damaged or destroyed by any risk against which it is insured so as to make the Property unfit for occupation and use or inaccessible, suspend the Rent (or a fair proportion of it according to the nature and extent of the damage or destruction sustained) until the Building, or the affected part, has been rebuilt or reinstated so as to make the Property fit for occupation and use or accessible.
  - 18.2.3 if practicable and appropriate reinstate the Property and/or Building (if appropriate) and replace the Contents or any part damaged or destroyed by any risk against which it is insured. If, at the end of 2 months from the date of the damage or destruction, the Property is not fit for the Tenant's occupation and use or accessible, either the Landlord or the Tenant may at any time during the following 2 months serve a notice to terminate this Agreement. On service of

such a notice, the Term is to end but this shall not affect any rights or remedies that may have already accrued to either party.

18.2.4 produce to the Tenant on demand reasonable evidence of the terms of the policy on or before the signing of this Agreement. The Landlord must also notify the Tenant of any material change in those risks or requirements from time to time.

18.3 The Landlord's obligations under clause 18.2 do not apply to the Tenant's possessions at the Property (for which the Tenant may arrange insurance which is recommended by the Landlord) nor to the extent that insurance cannot be obtained, or the insurers refuse to pay out insurance money because of any act or omission of the Tenant or anyone under their control.

18.4 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord may become invalidated or cease to have effect or by which the rate of premium on the policy may be increased.

## **19 EXPIRY OF THE TENANCY**

19.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this Agreement.

19.2 The Landlord has the right to recover possession of the Property if:

19.2.1 The Agreement no longer qualifies as an Assured Tenancy and then the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and/or

19.2.2 If any Tenant serves on the Landlord a Notice to Quit with not less than two months' notice and such notice has expired.

19.3 Where the Tenant has ended the Agreement, at a reasonable time during the day the Tenant shall provide access to the Landlord or Landlord's Agent on the last day of the Term to inspect the Property to determine that the Tenant is complying with their obligations under this Agreement and complete any 'check out' procedures. Should the Tenant fail to attend such an inspection and/or fail to allow access then the Tenant indemnifies the Landlord for any loss suffered as a result of such a failing. Should any assessment take place without the Tenant present due to a failure on the part of the Tenant, such assessment will be binding on the parties.

- 19.4 The Tenant shall provide the Landlord (or their legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or their legal advisers or agents can provide to the Interested Persons provided always that the Landlord (and their legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.
- 19.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended.
- 19.6 The Tenant shall indemnify the Landlord for all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the tenancy created by this Agreement. The Landlord will remove and store the items for a maximum of three months. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within three months, the Landlord may dispose of the items and the Tenant will indemnify the Landlord for the reasonable costs of removal, storage or sale of such items. The reasonable charges and costs incurred by the Landlord may be deducted from any sale proceeds and if there are any costs remaining they will remain within the Tenant's indemnification to the Landlord.
- 19.7 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.

## **20 NOTICES**

- 20.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 20.1.1 sent by first class post to the Landlord's address given in clause 20.4
  - 20.1.2 left at the Landlord's address given in clause 20.4; or
  - 20.1.3 emailed to the email address stated in the Parties clause.
- 20.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

20.2.1 sent by first class post to the Property;

20.2.2 left at the Property; or

20.2.3 emailed to the email address stated in the Parties clause.

20.3 If a notice is given in accordance with clause 20.1 or 20.2, it shall be deemed to have been received:

20.3.1 if delivered by hand, at the time the notice is left at the proper address;

20.3.2 if sent by first-class post, on the second Working Day after posting; or

20.3.3 if sent by email, at the time of sending if sent before 4:30pm on a Working Day or, if not, at 9.00 am on the next Working Day after sending.

20.4 The Landlord's address for service is:

c/o Suite 1.17, 1 Silk Street, M4 6LZ, United Kingdom.

## **21 PERSONAL DATA**

21.1 The personal information of the Landlord and the Tenant will be retained by the Agent and may be used for the purpose of marketing during the Tenancy and details of all relevant addresses and other contact details of the parties may be provided to each other, to interested third parties, including but not limited to, utility suppliers, local authorities, reference agencies, legal advisers, debt collection agencies. The Agent and/or Landlord will process the Tenant's personal information in accordance with the relevant privacy notice, this can be viewed at:

<https://www.maddoxnoel.com/images/pdf/privacy-policy.pdf>

## **22 OBLIGATIONS OF GUARANTOR**

22.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

- 22.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 22.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.
- 22.3 The liability of the Guarantor under clause 22.1; clause 22.2 above will continue for the duration of the Term..
- 22.4 The obligations of the Guarantor will not be released or reduced by any immaterial alteration of the terms of this Agreement that does not adversely affect the Guarantor.
- 22.5 Where the Guarantor is a Limited company the Guarantor's liabilities under this Agreement will continue even where the company is amalgamated with any other company or organisation.
- 22.6 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 22.6.1 any time or indulgence granted by the Landlord to the Tenant;
  - 22.6.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;
  - 22.6.3 any increase in the Rent agreed between the Landlord and the Tenant or imposed following service of a Section 13 Notice of the Housing Act 1988 (or subsequent equivalent legislation);
  - 22.6.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement;
  - 22.6.5 the Landlord taking any action or refraining from taking any action in connection with the Deposit;
  - 22.6.6 one or more of the original persons forming the Tenant under this Agreement abandoning the Property or surrendering their interest in the Tenancy provided that at least one of the original persons forming the Tenant or their licensees or assignees remains in possession; or

22.6.7 The Tenant dying so long as none of the circumstances set out section 16N of the HA 1988 are not met

22.6.8 The Tenant becoming incapable of managing their affairs.

22.7 Any demand of the Guarantor under this clause may be made by sending it by first class post to the address and/or email to the addresses given for the Guarantor at the beginning of this Agreement and, unless returned undelivered, will be deemed to have been served within 2 working days after posting whether or not it is, in fact, received.

**23 GOVERNING LAW**

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any said dispute or claim.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Ann Durrell  
on behalf of the Landlord

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## **SCHEDULE 1 – PERMITTED OCCUPIERS**

None

## **SCHEDULE 2 – ADDITIONAL TERMS AND CONDITIONS/DETAILS OF PET**

The Parties agree that the following Additional Terms and Conditions have been individually negotiated and agreed between the Parties are binding. Where there is any contradiction between the standard terms in the Agreement set out above and the following Additional Terms and Conditions, the Parties agree that the following Additional Terms and Conditions shall prevail.