

THE FOLLOWING DOCUMENT IS A SAMPLE OF THE TENANCY AGREEMENT USED BY COUNTRY PROPERTIES. SPECIFIC OFFICES USE ONE OF THE APPROVED DEPOSIT REGISTRATION SHCEMES (where appropriate) AND THE DRAFT DOCUMENT YOU WOULD RECEIVE UPON APPLYING FOR A PROPERTY WILL SPECIFY THE FULL DETAILS OF THIS AT THAT POINT.

THIS EXAMPLE DOCUMENT IS USED WHEN A LET PROCEEDS WHICH IS MANAGED BY THE COUNTRY PROPERTIES OFFICE.

DRAFT

TENANT(S) and GUARANTOR INITIALS:_____

LANDLORDS INITIALS:_____.

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

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

DRAFT

TENANT(S) and GUARANTOR INITIALS:_____

LANDLORDS INITIALS:_____

THIS AGREEMENT IS MADE on the _____ day of _____ 20____

The Parties to this Agreement and the Premises

BETWEEN

A. LANDLORD NAME

Of LANDLORD ADDRESS
("the Landlord")

AND

B. TENANT(S) FULL NAMES

of TENANT(S) CURRENT ADDRESS
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

PROPERTY ADDRESS

Excluding/Including (exclude/include any part of the Premises not forming part/ or forming a special part of the Tenancy).

("the Premises")

<u>The Main Terms of the Tenancy</u>	
1	Term of Tenancy. The Landlord lets to the Tenant the Premises for a period of THE TERM (eg 12 MONTHS). The Tenancy shall start on and include the TENANCY START DATE and shall end on and include the TENANCY END DATE.
2	The Rent. The Tenant shall pay to the Agent RENT AMOUNT IN POUNDS per month, ("the Rent") payable in advance. The first payment shall be made on the TENANCY START DATE/FIRST PAYMENT DUE DATE. Thereafter, payments shall be MONTHLY/WEEKLY/QUARTERLY on the PAY DAY of each month.
3	The Deposit. The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, Deposit IN POUNDS as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of a Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.
4	Fixtures and Fittings The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.
5	Type of Tenancy. This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.
6	Definitions & Interpretation In this Agreement the following definitions and interpretation apply:
6.1	"Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
6.2	"Tenant" includes anyone entitled to possession of the Premises under this Agreement.
6.3	"Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor 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.
6.4	"Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

TENANT(S) and GUARANTOR INITIALS: _____

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6.5	"Agent" is Country Properties whose address is BRANCH OFFICE ADDRESS or anyone who subsequently takes over the rights and obligations of the Agent. The Agent is a Country Properties franchise, owned and operated under licence by TradingName whose address is OFFICE ADDRESS.
6.6	"Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
6.7	"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
6.8	"Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
6.9	"Term" or "Tenancy" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
6.10	"Deposit" is the money paid to the Agent then registered and deposited under the TDS in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of this Agreement./ "Deposit" is the money paid to the Agent then registered and deposited under the DPS in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of this Agreement./
6.11	"Stakeholder" means that deductions can only be made from the Deposit by TDS in accordance with the Terms and Conditions of the DPS and the Terms of the Tenancy Agreement at the end of the Tenancy.
6.12	"TDS" means The Dispute Service whose details are shown in this Agreement. OR OTHER DEPOSIT SCHEME BEING USED.
6.13	"Nominated Tenant" means the person who is authorised by all persons who form the Tenant to liaise with and instruct the TDS/DPS/MYDEPOSITS regarding deductions from and release of the Deposit
6.14	"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.
6.15	"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
6.16	"Working Day" means any day excluding Saturday, Sunday or a Bank Holiday.
6.17	"Water charges" include references to water sewerage and environmental service charges.
6.18	"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.
6.19	"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises
6.20	"the Policy" means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings
6.21	References to the singular include the plural and references to the masculine include the feminine
6.22	The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement
6.23	The headings used in this Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purposes only.
6.24	It is possible that in the normal course of business we will be offered commissions by third parties to whom we might introduce your business. If we are offered a commission or other form of remuneration and we are satisfied that the service they provide is as good as and/or no more expensive than others with whom they compete, and that your interests are not adversely affected, then we may accept such commissions for our own benefit and not account for them
6.25	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:
	<u>Mandatory Grounds</u> 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;
	<u>Discretionary Grounds</u> 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;

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	<p>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;</p> <p>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;</p> <p>Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;</p> <p>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.</p>
	<p>7. Dealing with the Deposit <i>The following clauses set out:</i></p> <ul style="list-style-type: none"> • what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 of the Particulars; • what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit; • the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and • the circumstances in which other monies may be requested from the Tenant.
7.1	<p>The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent, and used to cover administration costs /</p> <p>The Deposit will be paid to the Agent who is a member of the Deposit Protection Service ("DPS) who will register the Deposit and forward it to the DPS within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and the Terms and Conditions of the DPS which must be signed by both parties. The Tenant should contact the DPS after the thirty days to check the Deposit has been lodged and registered with DPS. The Terms and Conditions and Alternative Dispute Resolution rules governing the protection of the Deposit including the repayment process can be found on the website of the DPS. The website address is www.depositprotection.com. For further information on Tenancy Deposit Protection in general the Tenant can click on the website https://www.gov.uk/tenancy-deposit-protection/</p> <p>The Agent will register the Deposit with MyDeposits tenancy deposit protection scheme within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is the earlier, and will give the Tenant a copy of the prescribed information and certificate of MyDeposits which must be signed by both parties. The Tenant should contact MyDeposits after 30 days to check that the Deposit has been registered with MyDeposits. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of MyDeposits. The website address is www.mydeposits.co.uk. For further information on Tenancy Deposit Protection in general the Tenant can click on the website https://www.gov.uk/tenancy-deposit-protection</p>
7.2	<p>After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 7.5 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 7.5.</p>
7.3	<p>After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address</p>
7.4	<p>If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing</p>
7.5	<p>The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 3 of the Particulars) to compensate the Landlord for losses caused for any or all of the following reasons:</p> <ul style="list-style-type: none"> • any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant; • any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence); • any sum repayable by the Landlord or the Agent to the local authority where housing benefit

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	<p>has been paid direct to the Landlord, or the Agent, by the local authority;</p> <ul style="list-style-type: none"> • any other breach by the Tenant of the terms of this Agreement; • any instalment of the Rent which is due but remains unpaid at the end of the Tenancy; • any unpaid account or charge for water including sewerage and environmental charges, electricity or gas or other fuels used by the Tenant in the Property; • any unpaid council tax; • any unpaid telephone charges
7.6	The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it
	Protection of the Deposit
7.7	<p>The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd PO Box 1255 Hemel Hempstead Herts HP1 9GN telephone 0300 037 1000 email deposits@tenancydepositscheme.com fax 01442 253193</p> <p>OR;</p> <p>The Deposit is safeguarded by The Deposit Protection Service (DPS), The Pavilions, Bridgewater Road, Bristol, BS99 6AA. Telephone Number 0330 303 0030. email address; enquiries@depositprotection.com</p> <p>Or;</p> <p>The Deposit is safeguarded by MyDeposits, which is administered by: Tenancy Deposit Solutions Limited trading as MyDeposits, Third Floor Kingmaker House Station Road New Barnet Hertfordshire EN5 1NZ Telephone 0844 980 0290 Fax 018456 34 34 03</p>
	At the end of the Tenancy
7.8	The 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
7.9	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 within thirty days of the end of the Tenancy. 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
7.10	The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") / ADR may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE/ADR is later asked to resolve any dispute may refuse to adjudicate in the matter
7.11	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 be submitted to the ICE/ADR for adjudication. All parties agree to co-operate with the adjudication.
7.12	The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.
8	THE LANDLORD AND THE TENANT AGREE TO THE RENTAL OF THE PREMISES FOR THE TERM AND AT THE RENT PAYABLE AS SET OUT ABOVE AND UPON THE FOLLOWING TERMS:
	<p>A. The Tenant will observe and perform the Tenant's obligations as set out in clause 9 of this Agreement</p> <p>B. The Landlord will observe and perform the Landlord's obligations as set out in clause 27 of</p>

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	<p>this Agreement</p> <p>C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in clause 31 of this Agreement</p> <p>D. The Landlord and the Tenant will observe and perform the obligations as set out in clause 7 of this Agreement</p> <p>E. The Landlord and the Tenant will observe and perform the obligations as set out in Schedules A and B to this Agreement.</p>
9	<p><u>Obligations of the Tenant</u> <i>The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.</i></p>
	General
9.1	Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing
9.2	To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.
	Paying Rent
9.3	To pay the Rent by as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Standing Order to RENT BANK ACCOUNT INFO
9.4	To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
	Further Charges to be paid by the Tenant
9.5	To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
9.6	To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force: <ul style="list-style-type: none"> • gas • water (including sewerage and other environmental services) • electricity • any other fuel charges • telecommunications
9.7	To pay to the Landlord, or Agent, all reasonable costs and expenses incurred by the Landlord in: <ul style="list-style-type: none"> • recovering or attempting to recover any Rent or other monies in arrears; • the enforcement of any reasonable obligation of the Tenant under this Agreement; • the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought; • the reletting of the Premises if the Tenant vacates the Premises early apart from according to a break clause, to include costs and commission.
9.8	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.
9.9	To pay the television licence regardless of the ownership of the television set
9.10	The tenant is responsible for the reasonable costs of check out (CHECK OUT FEE IF APPLICABLE INC VAT) along with paying 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.
9.11	To pay TENANT RENEWAL FEE IF APPLICABLE for each extension of the Tenancy.
9.12	To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.
9.13	To pay an administration charge of £30.00 inc VAT in the event that any rent payment is received any later than by the rent due date.
9.14	To pay an administration charge of £18.00 inc VAT in the event that any rent payment is paid otherwise than by way of a Standing Order or a Direct Debit.
9.15	To pay all outstanding Green Deal finance payments with the energy service provider during and at the end of the Tenancy. The Tenant acknowledges that certain terms of the Green Deal plan that have been disclosed to the Tenant prior to the start of the Tenancy are binding on the Tenant.
9.16	Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Premises during the Tenancy without the prior written consent of the Landlord or the Agent.

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The Condition of the Premises: Repair, Maintenance and Cleaning	
10.1	To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following: <ul style="list-style-type: none"> • fair wear and tear; • any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises; • repairs for which the Landlord has responsibility (these are set out in clause 27.3 of this Agreement); • damage covered by the Landlord's insurance policy.
10.2	To inform the Landlord, or the Agent, immediately when it come to the attention of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.
10.3	To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition
10.4	To clean to a good standard, or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition
10.5	To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
10.6	To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy
10.7	To pay for the emptying of septic tanks or cesspits as and when necessary
10.8	To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary
10.9	To inform the Landlord promptly if the smoke alarms require maintenance or repair
10.10	To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors
10.11	To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
10.12	To replace all electric light bulbs, fluorescent tubes and fuses
10.13	To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
10.14	To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
10.15	To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
10.16	To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if condensation occurs to mop up any water promptly to prevent mould growth
10.17	To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
10.18	To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
10.19	To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.
Insurance	
11.1	Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
11.2	To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 11.1 of this Agreement
11.3	To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
11.4	To provide the Landlord or his Agent with written details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

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11.5	The Tenant is warned that the Landlord's policy does not cover his possessions.
11.6	To hold adequate insurance to protect against accidental damage caused by the Tenant to the Landlords Fixtures and Fittings at the Premises as described in the Check-in Inventory and Schedule of Condition. The Tenant should consider their need for Insurance to cover their own personal possessions
	Access and Inspection
12.1	To allow the Landlord, the Agent, any Superior Landlord, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when: <ul style="list-style-type: none"> • the Tenant has not complied with a written notice under clause 10.14 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause; • the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 27.3 of this Agreement); • a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises; • the safety check of the gas appliances is due to take place; • the Landlord or the Agent wishes to inspect the Premises; • to comply with statute.
12.2	To allow the Premises to be viewed in the last two months of the tenancy at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice either in writing or by telephone, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises
12.3	To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.
	Assignment
13.1	Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior consent, which will not be unreasonably withheld
13.2	Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld
	Use of the Premises
14.1	To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.
14.2	The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single family group. If you wish to have more than 4 occupiers from more than one family group within the Premises you must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as he may be in breach of his statutory obligations
14.3	Not to register a company at the address of the Premises
14.4	Not to run a business solely from the Premises
14.5	Not to use the Premises for any illegal purpose
14.6	Not to hold or allow any sale by auction at the Premises.
14.7	Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
14.8	Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
14.9	Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
14.10	Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
14.11	Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld
14.12	To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.11 above.
14.13	Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
14.14	Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive

TENANT(S) and GUARANTOR INITIALS:_____

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	or their equivalents.
14.15	To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
14.16	To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
14.17	Not to barbecue in or on the Premises if the Premises are subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
14.18	To run all taps in the sinks and baths, flush lavatories and run the shower for 20 minutes after the Premises have been vacant for any period of 7 days or more.
	Utilities
15.1	To notify the suppliers of gas, water (including sewerage and environmental charges), electricity, other fuel and telephone services to the Premises as well as the Council that this Tenancy has started.
15.2	To apply for the accounts for the provision of those services to be put into the name of the Tenant.
15.3	Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
15.4	To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
15.5	To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
15.6	To provide the name, address and account number of the new supplier within a reasonable time of transfer
15.7	To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
15.8	To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.6 or by anything done or not done by the Tenant
15.9	To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.
15.10	To pay all outstanding accounts with the utility service providers and the Council Tax during and at the end of the Tenancy.
15.11	To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.1 and to the local authority
	Animals and Pets
16.1	Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.
	Leaving the Premises Empty
17.1	To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of 21 days or more during the Tenancy
17.2	To comply with any conditions set out in the Landlord's Policy for empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Clause 17.1 of this Agreement.
	Locks and Alarms
18.1	To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
18.2	To set the burglar alarm (if applicable) when the Premises are vacant
18.3	To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm
18.4	Not to install or change any locks in the Premises without the prior consent of the Landlord or the Agent (which will not be unreasonably withheld) except in an emergency.
18.5	Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut
18.6	To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy.
18.7	To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy
18.8	To pay for the cost of a lock change and replacement keys and parking permits that have been lost or not returned at the end of the Tenancy
	Garden etc
19.1	To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
19.2	To keep the window boxes borders, paths, and patios, if any, in good order and weeded.

TENANT(S) and GUARANTOR INITIALS: _____

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19.3	To cut the grass regularly during the growing season.
19.4	To allow any person authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden upon 24 hours written notice.
19.5	Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld
	House Plants
20.1	To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.
	Car Parking
21.1	To park private vehicle(s) only at the Premises
21.2	To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
21.3	To park in the garage or the driveway to the Premises if applicable.
21.4	To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors
21.5	To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
21.6	Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed
	Refuse
22.1	To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy
22.2	To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available
22.3	To dispose of all refuse through the services provided by the local authority
	Notices
23.1	To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant.
23.2	To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent promptly
	Inventory and Checkout
24.1	To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 7 days of the commencement date with any written amendments or notes
24.2	To agree that if the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 24.1 above is not returned to the Landlord or the Agent.
24.3	To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.
24.4	To accept that if either the Tenant or his agent does not attend an appointment a check out report will be prepared by the Agent or the Landlord at that time, although the Tenant is not bound to accept the report.
	Head Lease
25.1	To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule B
26	Right to Rent
26.1	To agree that all persons named as the Tenant or who resides at the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property
26.2	If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied
27	<u>Conditions to be Kept by the Landlord</u> <i>The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.</i>
	Quiet Enjoyment
27.1	To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

TENANT(S) and GUARANTOR INITIALS: _____

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	Consents
27.2	To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).
	Statutory repairing Obligations
27.3	To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order: <ul style="list-style-type: none"> (a) the structure of the Premises and exterior (including drains, gutters and pipes); (b) certain installations for the supply of water, electricity and gas; (c) sanitary appliances including basins, sinks, baths and sanitary conveniences; (d) space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.
27.4	To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 27.3 above.
	Insurance
27.5	To insure the buildings and contents of the Premises under a general household policy with a reputable insurer.
27.6	To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.
	Other Repairs
27.7	To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors
	Safety Regulations
27.8	To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993
27.9	To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
27.10	To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
27.11	To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.
	Head Lease (if applicable)
27.12	To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
27.13	To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
27.14	To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
27.15	To pay all charges imposed by any Superior Landlord for granting this Tenancy
	Other Taxes
27.16	To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement
	Inventory
27.17	To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
	Possessions and Refuse
27.18	To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy
	Garden
27.19	To cut, prune, or lop all high hedges trees and bushes at least once a year and at any other times to prevent them becoming overgrown or a danger or nuisance to the Tenant, neighbours or passers-by.
	Green Deal
27.20	To confirm that the Tenant has been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Tenancy.
27.21	Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Premises during the Tenancy without the prior written consent of the Tenant.
28	<u>Interrupting or Ending this Agreement</u> <i>The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.</i> It is agreed between the Landlord and Tenant as follows:

TENANT(S) and GUARANTOR INITIALS: _____

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	Ending the Tenancy and Re-entry
28.1	<p>If at any time:</p> <p>(a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or</p> <p>(b) if any agreement or obligation of the Tenant is not complied with; or</p> <p>(c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);</p> <p>the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.</p>
	EARLY TERMINATION
28.2	If the Tenant vacates the Premises during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier.
	Removal of Goods
28.3	The Tenant will remove all belongings, personal effects, foodstuffs or equipment belonging to the Tenant or his visitors from the Premises at the end of the Tenancy. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where 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 after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
28.4	The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; 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. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
	Interruptions to the Tenancy
29.1	If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid any doubt, the Landlord has no obligation to re-house the Tenant.
29.2	If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.
	GENERAL DATA PROTECTION REGULATIONS
30.1	<p>a By entering into this tenancy agreement with our landlord you will have provided to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately ensure your tenancy runs smoothly.</p> <p>b The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information. In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.</p> <p>c We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes. Your information may be passed to certain 3rd parties we authorise to assist us and you if we are managing your property, (as listed on our website). It will not be passed to any other third party without obtaining your consent. Specifically, we will hold and use your information in the following manner -</p> <p>Identification Details – We may hold copies of your photographic identity documents and at least one document that confirmed your previous home address. This is required to protect our position and look after your interests. It assists us to ensure we are not becoming involved in</p>

TENANT(S) and GUARANTOR INITIALS: _____

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	<p>any fraud or money laundering situation. This will never be passed to third parties.</p> <p>Tenancy Agreements and other related documents – Once this tenancy is agreed we will provide a copy of it and any other related documents to our client, the landlord.</p> <p>Sub-Contractors – We may use contractors to carry out maintenance or repair work on the property, or conduct inventory checks and property inspections during tenancy. A list of the 3rd party contractors is available on our website.</p> <p>Utility suppliers – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.</p> <p>d We will retain the personal information we hold for up to 7 years for legal reasons.</p> <p>e More information on how we hold and process your data is available on our website – www.Country Properties.com</p> <p>f You have the following rights relating to the information we hold on you –</p> <ul style="list-style-type: none"> • The right to make a Subject Access Request (SAR) to find out more about the data we hold about you; • The right to be informed; • The right of access; • The right to rectification; • The right to erasure (also known as the 'right to be forgotten'); • The right to restrict processing; • The right to data portability; • The right to object. <p>g More information on your rights is available at www.ico.org.uk</p>
	Notices
31.1	The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: OFFICE ADDRESS.
31.2	The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 30.1, any notice or other communication which is delivered or posted to the Premises.
31.3	The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
31.4	The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 30.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 30.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Schedule A: Special Clauses (Individually negotiated with the Tenant)

1. Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.

2. Energy Performance Certificate

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.

Schedule B (Head Lease)

TENANT(S) and GUARANTOR INITIALS: _____

LANDLORDS INITIALS: _____

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TENANT(S) and GUARANTOR INITIALS:_____

LANDLORDS INITIALS:_____

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

/l1s/

/l2s/

By, or for and on behalf of,
the **LANDLORD**

SIGNED

/t1s/

FIRST TENANT

SIGNED

/t2s/

SECOND TENANT

SIGNED

/t3s/

THIRD TENANT

**WITNESS'S
SIGNATURE**

/a1s/

**WITNESS'S
NAME AND
ADDRESS**

/a1n/

SIGNED

/g1s/

GUARANTOR

**WITNESS'S
SIGNATURE**

/a1s/

**WITNESS'S
NAME AND
ADDRESS**

/a1n/

TENANT(S) and GUARANTOR INITIALS: _____

LANDLORDS INITIALS: _____

THIS PAGE SHOULD INCLUDE THE DEPOSIT SCHEME LEAFLET OR ATTACHED

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TENANT(S) and GUARANTOR INITIALS:_____

LANDLORDS INITIALS:_____.