

ASSURED SHORTHOLD TENANCY AGREEMENT

<=PropertyAddressSingleLineAddress>

GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement this is an important document as it will govern your relationship both with the Landlord of your new rental property and with the letting or managing agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting agent who gave you this agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish from a solicitor or other advice agency. This agreement imposes substantial obligations on you which will last for a considerable period of time and so if there is anything you do not understand or are concerned about then you are strongly advised to take legal advice.

As well as the Tenancy Agreement, you may be asked to sign the check-in or inventory which will set out the condition of the property and will list the Landlord's furnishings, fixtures, and fittings and the other items which the Landlord provides for your use during the Tenancy.

You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- The How to Rent Guide produced by HM Government (England only)
- Energy Performance Certificate for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- An Electrical Installation Condition Report (EICR) for your property which sets out the condition of the fixed electrical wiring but not the condition of any electrical appliances (England only)
- Details of the scheme with which your Deposit will be registered including details as to how you will recover your Deposit on your departure
- A check-list of the key Deposit registration information, generally described as 'Prescribed Information'

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are just as important as the Tenancy Agreement itself.

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* delete out if not applicable to this agreement

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SUMMARY OF AGREEMENT

Landlord(s)	<=LandlordFullClientName> <=LandlordCompanyName>
Tenant(s)	<=TenantFullClientName>
Permitted occupier(s)	
Guarantor(s)	<=GuarantorName>
Premises	<=PropertyAddressSingleLineAddress>
Rent	<=Monthly> per calendar month
Rent due date	<=PayDay>
Deposit	<=Deposit>
Commencement date	<=CurrentStartDateShort>
Expiry date	<=TenancyRenewalDateShort> and thereafter from month to month
Break Clause	Yes <input type="checkbox"/> No <input type="checkbox"/> When:

DEFINITIONS

Act of Parliament	Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
The Agreement	References to "Agreement" or "the Agreement" are to this Tenancy Agreement.
Check-In Inventory and Schedule of Condition	"The Check-In Inventory and Schedule of Condition" or "Inventory" means the document which provides details of condition, fixtures and fittings which is drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.
Deposit	The "Deposit" means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent in a Stakeholder capacity under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.
Deposit Holder	The "Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit, and is a member of a Tenancy Deposit Protection Scheme ("TDPS") approved by the government to register Deposits under the Housing Act 2004.
Fixtures and Fittings	References to the "Fixtures and Fittings" means any of the Landlord's contents including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
Guarantor	Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.
Insurable Risks	"Insurable Risks" means fire, storm, tempest and such other perils that are included in any insurance policy the Landlord may obtain.
Joint and Several	Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement. This means that the Landlord can choose to pursue any one Tenant or any group of them for the total sum owed under this Agreement.

The Landlord's Agent / Agent	"Agent" or "The Landlord's Agent" means <=FranchiseStatement> <=TradingName> of <=BranchFormattedAddress> or anyone who takes over the rights and obligations of the Agent. Any notice or action to be given by or to or carried out by the Landlord can be given by or to or carried out by the Agent.
Landlord	The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination or expiry of the Tenancy.
Permitted Occupier	"Permitted Occupier", if used in the Agreement, includes any person who is permitted by the Landlord to reside at the Premises as a licensee of the Tenant. The Tenant is responsible for ensuring that any Permitted Occupier keeps to all the terms of this Agreement apart from those relating to the payment of rent.
The Premises	References to the "Premises" include reference to any part or parts of the Premises and the boundaries of the same together with the garden, garage and parking space (if applicable); but excluding; [enter relevant details here]. OR delete if not applicable.
Relevant Persons	"Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the deposit will be registered.
Stakeholder	Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit where a dispute over these arises unless that dispute is resolved by agreement, preferably in writing, by the parties, or following an order from the court, or an adjudication decision from the TDPS.
The Tenant	"The Tenant" includes anyone to whom the Tenancy has been lawfully transferred, for the Term of the Agreement.
The Term / the Tenancy	References to "the Term" or "the Tenancy" include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the Term specified in clause 2.
Water charges	References in this Agreement to "water charges" include references to sewerage and environmental service charges.
The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.	
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.	

ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on the 00 day of month year

Between:

<=LandlordFullClientName> <=LandlordCompanyName>

<=LandlordSingleLineAddress>

"The Landlord"; and

<=TenantFullClientName>

<=TenantAddressSingleLineAddress>

"The Tenant"; and

(Collectively "the Parties")

IT IS AGREED AS FOLLOWS:

1	The Landlord lets to the Tenant the residential premises known as: <=PropertyAddressSingleLineAddress> ("the Premises")
2	The Tenancy shall be from and including the day of <=CurrentStartDateShort> ("the Commencement Date") to and including the <=TenancyRenewalDateShort> and thereafter continuing as a contractual periodic tenancy from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement ("the Expiration Date"), "the Term".
3	The Tenant shall pay to the Landlord or the Landlord's Agent in full by way of rent the amount of <=Monthly> per calendar month by Bank Standing Order or Direct Debit to: Bank Name; <=OfficeBankName>, Sort Code; <=OfficeBankSortCode>, Account Number; <=OfficeBankAccountNumber>, in the name of <=OfficeBankAccountName> exclusive of Council Tax and exclusive of Water Charges *delete if not applicable in advance in cleared funds on the <=PayDay> of each month during the Term. The first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
4	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 recovery of possession provided for by virtue of Sections 8 and 21 of that Act.
5	Where the Tenancy shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").
6	Any obligation imposed on the Tenant by this Agreement shall include an obligation on the Tenant to use their reasonable endeavours to ensure that no other person shall break that same obligation.
7	In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable

8	Deposit
8.1	The sum of <=Deposit> shall be paid by [enter name and address of deposit payer] "The Relevant Person" to the Landlord/Agent upon the signing of this Agreement by way of a security deposit ("the Deposit").
8.2	Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 8.1 above. <ul style="list-style-type: none"> Where the Agent is holding the Deposit it will do so as a Stakeholder.
8.3	The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
8.4	Where the Deposit is held by the Agent, then any interest earned on the holding of the Deposit will belong to the Agent
8.5	The Deposit has been taken for the following purposes:
8.5.1	Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
8.5.2	Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
8.5.3	Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
8.5.4	The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.
8.5.5	Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
	Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.
8.6	At the end of the Tenancy
8.6.1	The Landlord/Agent should tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
8.6.2	If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
8.6.3	In the event of multiple Tenants comprising the Tenant, 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 the TDPS to deal with any dispute about the Deposit at the end of the Tenancy.
8.6.4	If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 8.6.5 below) be submitted to the TDPS for adjudication. All parties agree to co-operate with the adjudication process.
8.6.5	The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 8.6.4 above.
8.7	If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or assignee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or

	any part of it, recognising that the Deposit is protected and will continue to be protected by TDPS.
8.8	The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
8.9	Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
8.10	The Tenant is not permitted to withhold payment of any sum of Rent on the basis that the Landlord has been paid the Deposit.

9	Tenants Obligations The Tenant agrees with the Landlord as follows;
9.1	Rent
9.1.1	To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
9.1.2	Tenant shall pay to the Landlord simple interest calculated on a daily basis at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became due from the date the money became due until the date it is paid.
9.2	Conditions of Premises, Repair and Cleaning
9.2.1	To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
9.2.2	To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with full vacant possession with all the Fixtures and Fittings at the determination of the Term in the same clean and tidy condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord or his Agent
9.2.3	To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
9.2.4	To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.
9.2.5	To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing, sleeping in, or visiting the Premises causes the breakage.
9.2.6	To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
9.2.7	If the Landlord gives the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement the Tenant must carry them out within a reasonable time.
9.2.8	To take reasonable precautions to prevent infestation and to pay for the eradication of infestation caused by the negligence, action or lack of action of the Tenant.
9.2.9	To keep the windows of the Premises clean.
9.2.10	To wash and clean all items that may have become soiled during the Term.
9.2.11	To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the Tenancy.

9.2.12	To take all appropriate precautions to ensure adequate ventilation to the Premises.
9.2.13	(If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
9.2.14	(If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
9.2.15	(If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
9.2.16	(If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
9.2.17	To clean and disinfect any and all showerheads in the Premises every six months.
9.2.18	To ensure that the water softener, if provided, 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.
9.2.19	To defrost the refrigerator and freezer as required.
9.3	Access and Inspection
9.3.1	To permit the Landlord, any superior Landlord, contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an Emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
9.3.2	To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours, made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
9.3.3	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 Premises.
9.4	Insurance
9.4.1	Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision.
9.4.2	The Tenant will promptly, in writing, notify the Landlord of any defect to the Premises, or Fixture and Fittings for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
9.4.3	The Tenant is required to have sufficient means to cover their liability for the Landlord's fixtures and fittings as set out in this Tenancy Agreement. Sufficient means includes a sum of money available to put right any damage, or alternatively the Tenant could purchase a suitable insurance policy to cover this liability.
9.4.4	The Landlord's insurance policy does not cover the Tenant's possessions within the Premises. The Tenant is advised to consider the need for Tenant's Insurance, which usually includes cover for your own possessions and accidental damage to the Landlord's items.
9.4.5	The Landlord will not be responsible for any damage caused to the Tenant's belongings unless it is caused by an act or omission by the Landlord which invalidates any insurance you do have.
9.5	Charging, Assignment, Novation and Surrender
	Not to charge, assign, underlet, part with, or share the possession of part or all of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld.

	Where such consent is given the Tenant will pay to the Agent a reasonable fee to amend this agreement.
9.6	Illegal, Immoral Usage
9.6.1	Not to use the Premises for any illegal, immoral or improper use.
9.6.2	Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.
9.7	Inflammable or Noxious Substances and Equipment
	Not to keep any dangerous, inflammable, or noxious goods, materials, or substances in or on the Premises apart from in such small quantities as required for general household use.
9.8	Nuisance and Noise
	Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of it. This includes any nuisance caused by noise.
9.9	Utilities and Council Tax
9.9.1	Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters in or serving the Premises.
9.9.2	To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
9.9.3	To notify each supplier of gas, electricity, water, telephone and internet services, as well as the local authority immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
9.9.4	The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
9.9.5	In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
9.9.6	Not to change any utility supplier without the written consent of the Landlord or the Agent; and provide the name, address and account number of the new supplier upon transfer.
9.9.7	Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.
9.9.8	To pay and to indemnify the Landlord for the Council tax due for the Premises during the Term.
9.10	Animals and Pets
9.10.1	Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the Premises at the commencement of the Tenancy.
9.10.2	Where such consent is given the Tenant will pay the Agent's reasonable fees to amend this agreement.
9.11	Usage

9.11.1	To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.
9.11.2	The Tenant will not use the Premises in such a way as to make them an HMO, or if an HMO a licensable HMO, under the Housing Act 2004 without prior written consent and will not do anything to breach any condition of any license granted under Part 2 or Part 3 of the Housing Act 2004.
9.12	Locks
9.12.1	Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
9.12.2	If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys or security devices have been lost, pay to the Agent such charges as set out in the Agents published scale of fees.
9.12.3	If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
9.12.4	Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord or his Agent for any reasonable costs that maybe incurred
9.13	Fixtures and Fittings
9.13.1	Not to remove any of the Fixtures and Fittings from the Premises or to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
9.13.2	Not to remove any of the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
9.14	Alterations and Redecoration
9.14.1	Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.
9.14.2	Not to permit any waste, spoil or destruction to the Premises.
9.15	Empty Premises
9.15.1	Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
9.15.2	To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
9.15.3	If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.
9.16	Drains
9.16.1	Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
9.16.2	Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

9.16.3	To 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 Premises, if they are caused as a result of the Tenant's negligence and/or misuse.
9.17	Affixation of Items
9.17.1	Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
9.17.2	Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape or other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.
9.18	Washing
	Not to hang any washing, clothes or other articles on any balcony or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater inside the Premises.
9.19	Costs and Charges
9.19.1	To protect the Landlords from loss arising from a claim that may be brought against the Tenants as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
9.19.2	To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.
9.20	Refuse
	To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
9.21	Smoking and Fire Safety
9.21.1	Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.
9.21.2	To take reasonable precautions to protect the Premises from fire and not to burn candles or incense or any other form of naked flame inside the Premises other than the Landlord's provided cooking appliances.
9.22	Garden
9.22.1	To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.
9.22.2	To keep the window boxes borders, paths, and patios, if any, in good order and weeded.
9.22.3	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 notice in writing.
9.22.4	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.
9.23	Vehicles and Conveyances
9.23.1	To park private vehicle(s) only at the Premises.
9.23.2	To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
9.23.3	To park in the garage or the driveway to the Premises if applicable.
9.23.4	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.

9.23.5	To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
9.23.6	Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.
9.23.7	Not to bring any motorbike, scooter, or bicycle into any residential part of the Premises.
9.24	End of the Tenancy, Inventory and Check-out
9.24.1	To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy if applicable within seven days of the commencement date of the Tenancy with any written amendments or notes.
9.24.2	The Tenant shall indemnify the Landlord for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
9.24.3	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.
9.24.4	Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items. <ul style="list-style-type: none"> The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.
9.25	Notices
	To promptly forward to the Landlord or his Agent all correspondence including any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighboring properties and to cooperate fully with the landlord in adhering to or challenging any such notice.
9.26	Headlease
	If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the Headlease) as set out in the Headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.
9.27	Smoke Alarms and Carbon Monoxide detectors
9.27.1	To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work. To inform the Landlord promptly if the smoke alarms and Carbon Monoxide detectors require maintenance or repair.
9.27.2	The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.
9.28	Burglar Alarms
9.28.1	To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.
9.28.2	To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
9.28.3	To indemnify the Landlord for any costs that maybe incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.
9.29	Immigration Act

9.29.1	It is a condition of this agreement that any person who resides at the Premises whether named in the Tenancy Agreement or not must prove their Right to Rent as defined by the Immigration Act 2014 prior to taking occupation of the Premises.
9.29.2	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 his Agent prior to any additional or new person taking occupation of the Premises and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Premises proves their Right to Rent under the Immigration Act 2014.
9.29.3	If the Tenant has a time limited Right to Rent as defined by the Immigration Act 2014, the Tenant shall, provide further evidence of their ongoing Right to Rent to the Landlord promptly on request.

10	Landlords Obligations The Landlord agrees with the Tenant as follows;
10.1	Quiet Enjoyment
	That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
10.2	Insurance
	To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.
10.3	Repair
10.3.1	To keep in repair and proper working order provided that he has been notified of the need of such repair all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.
10.3.2	Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require that provided the Landlord has been notified of the want of repair, the Landlord will keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.
10.3.3	The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.
10.4	Safety Regulations
10.4.1	The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
10.4.2	The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this agreement. The Tenant will provide access for the Safety Check Certificate to be renewed on an annual basis.
10.4.3	The electrical installation complies with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 at the start of the Tenancy. The Tenant will be provided with a copy of the Electrical Installation Condition Report (EICR) before the start of the Tenancy. The Tenant will provide access for the EICR to be renewed as required.
10.4.4	The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.
10.5	Legionella

	The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.
11	Mutual Obligations It is mutually agreed as follows:
11.1	Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).
11.2	Rent Review
	It is agreed that the Landlord may give not less than one month's notice to the Tenant expiring on the next rent due date to increase the Rent every 12 months on the anniversary of the commencement of the Tenancy. The Rent shall be an upwards only increase by a percentage equal to the most recently published figure for the percentage change over twelve months in the Retail Prices Index (All Items) figure (Series ID: CZBH). Time will not be of the essence for the purposes of this clause.
11.3	Reimbursement
11.3.1	Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit.
11.3.2	Should the Tenant wish to leave their contract early, the Landlord is entitled by way of damages, that the Tenant shall pay the costs of re-letting the Premises as well as all rent due under the Tenancy, until the start date of the new Tenancy. These costs will be no more than the maximum amount of rent outstanding under the Agreement.
11.4	Data Protection and Confidentiality
	The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018 and in accordance with the Privacy Notice provided by the Landlord's Agent.
11.5	Forfeiture
	If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.
11.6	Interruptions to the Tenancy
11.6.1	If the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
11.6.2	If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.
11.7	Notices
11.7.1	The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord/Agent is <=BranchFormattedAddress> [Landlord or Landlord's Agent's address in England or Wales].

11.7.2	The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and further any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents or notices related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. Any such notice shall be deemed served the next working day after posting or leaving at the Premises.
11.7.3	Any notice to be served on the Tenant under this agreement shall be deemed served if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own: <=TenantEmailAddress>. Any notice to be served by the Tenant under this agreement may be served by email to the following email address which the Agent/Landlord has confirmed as being their own: <=LandlordEmailAddress>. If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.
11.8	Jurisdiction
	This Agreement will be subject to the exclusive jurisdiction of the Courts of England and Wales.
11.9	Documentation
	The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

<Insert/delete if agreed between all Parties>

12	SPECIAL TERMS AND CONDITIONS It is mutually agreed as follows:
12.1	Break Clause;
12.1.1	The Tenant may terminate the Tenancy on the Break Date XXX by giving to the Landlord not less than two (2) calendar months' previous Notice in writing; stating that the Tenant wishes to vacate the property. A letter will suffice to implement this sub-clause.
12.1.2	The Landlord may terminate the Tenancy on the Break Date XXX by giving to the Tenant not less than two (2) calendar months' previous Notice in writing; stating that the Landlord requires possession of the Premises. A notice under section 21 (Form 6a) of the Housing Act 1988 will suffice to implement this sub-clause.
	OR delete the above and use open ended break clause;
	Either party may terminate this Tenancy during the fixed Term by giving the other party not less than two calendar months' notice in writing that they wish to terminate this agreement. For the avoidance of doubt, such notice cannot be served in the first four months of the tenancy. On the expiry of that notice the Tenancy will determine and no further obligations under it will be performable by either party save that they may take action in respect of breaches that occurred prior to the end of the tenancy
12.2	Allowances;
12.2.1	It is agreed that the Landlord grants permission for the Tenant to keep the following Pet(s) in the Premises for the duration of the Tenancy; [ENTER TYPE, BREED, AGE, SEX] . The Tenant agrees to take reasonable steps to keep the [ENTER TYPE] under control during the tenancy, to keep the garden free of fouling and to cover, compensate and reimburse the Landlord for all losses, expenses or damage and make good any damage caused by the [ENTER TYPE] during the Tenancy. [For the avoidance of doubt any such damage shall not be deemed to be fair wear and tear (only relevant if no higher rent is being taken)] .

12.2.2	The Tenant is responsible at the end of the Tenancy to ensure the Premises is cleaned to the same standard as it was at the commencement of the Tenancy and ensure the Premises is returned free from pests.
12.2.3	The Tenant agrees not to keep or permit to be kept in the Premises any further pets or animals of any description without the previous consent in writing of the Landlord
12.3	Responsibilities;
12.3.1	Not to cause obstruction in any common areas of any building of which the Premises forms a part. The Landlord reserves the right to remove or have removed any such obstruction and as such the Tenant agrees to indemnify the Landlord for any costs or expenses incurred by the Landlord in connection with the removal, storage or sale of such items.

DRAFT

SIGNED BY THE LANDLORD/AGENT

.....
(Landlord/Agent) Date:

Witness (Full name and address)

.....
(Witness) Date:

SIGNED BY THE TENANT(S)

.....
(Tenant 1) Date:

.....
(Tenant 2) Date:

.....
(Tenant 3) Date: /t3d/

.....
(Tenant 4) Date: /t4d/

Witness (Full name and address)

.....
(Witness) Date:

CONTRACTUAL GUARANTEE BY GUARANTOR * Delete out if not applicable to this Agreement

A	In consideration of the Landlord <=LandlordFullClientName> agreeing at the request of <=GuarantorName> ("the Guarantor") of <=GuarantorSingleLineAddress> to accept <=TenantFullClientName> as the Tenant of the Premises known as <=PropertyAddressSingleLineAddress> , the Guarantor agrees to guarantee the performance of the obligations on the Tenant set out in the Tenancy Agreement and further agrees to fully indemnify and compensate the Landlord for any loss, damage, costs or other expenses incurred by the Landlord as a result of letting the Premises to the Tenant.
B	This guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy as an obligation of his estate including any continuation, extension, or renewal of the tenancy and including any period that the Premises are occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement. The guarantee continues regardless of any variation of the Tenant or any increase in the Rent.
C	The Guarantor's liability shall not be reduced or extinguished by any time, forbearance, indulgence, or other limitation of liability permitted to the Tenant by the Landlord.
D	If the Tenant defaults during the initial Term or any extension, renewal or continuation of this Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
E	The Guarantor's liability under this guarantee will be Joint and Several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under this Guarantee. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
F	The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other Company or organisation.
G	If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of Surrender will continue unaffected.
H	The Guarantor further undertakes to pay any reasonable costs of the Landlord in enforcing this Guarantee Agreement and the Terms of the Tenancy Agreement.

SIGNED BY THE GUARANTOR

.....
(Guarantor) Date:

.....
(Witness) Date:

Witness (Full name and address)

Guarantor _____

1£ Landlord _____ Tenant _____