

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling house

Adapted from NRLA's AST 10/10/2020  
Revised 12/10/2020

THIS AGREEMENT is made on the date specified hereunder BETWEEN the Landlord and the Tenant(s). It is intended that the Tenancy created by this agreement is for letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy within the provisions and meaning of Part 1 of the Housing Act 1988, as amended under Part 3 of the Housing Act, 1996.

If you need to pay a deposit, we will deal with it under one of the government-approved schemes as shown in this agreement. We must also give you certain information relating to the deposit.

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the following has occurred:

- 1) The Agreement is dated below at Clause A.1.
- 2) All Initial Funds referred to within this Agreement have been received by us in cleared funds.

You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require.

This Agreement is an Assured Shorthold Tenancy (as defined in Section 19A of the Housing Act 1988). The repossession arrangements in Section 21 of the Housing Act 1988 apply to this Agreement. This means that you cannot claim any legal rights to stay on once we have ended the Tenancy and a court order says you must leave.

If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice Bureau, or Housing Advice Centre for assistance.

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<b>A.</b>	<b>The Tenancy Details:</b>	
1.	DATE OF SIGNING:	
2.	LANDLORD(S) NAME & ADDRESS In accordance with Section 48 of the Landlord & Tenant Act 1987	<b>SARAH MARIE &amp; ROBERT EDMUND COURTNEIDGE TINTAGEL PROPERTY CO LTD MAPLE LODGE, 128 MAPLE ROAD, SURBITON, SURREY, KT6 4AU</b>
3.	TENANT(S)	<b>TENANT 1 TENANT 2</b>
4.	PROPERTY	The dwellinghouse known as <b>PROPERTY ADDRESS IN FULL INCLUDING POSTCODE</b>
5.	CONTENTS	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
6.	TERM	For the term of <b>SIX MONTHS</b> commencing on <b>DATE IN FULL</b>
7.	TERM EXPIRY	The FIXED TERM Expiry Date is
8.	RENT	<b>£AMOUNT [AMOUNT IN WORDS POUNDS ONLY] PER MONTH</b>
9.	PAYABLE	IN ADVANCE by equal <b>CALENDAR MONTHLY</b> payments on the <b>FIRST</b> day of every <b>MONTH</b> The first rental payment is for the rental period beginning on the start date shown at Clause A.6 above. After that you must pay rent on the first day of every rent period which follows while the tenancy lasts.

10.	SECURITY DEPOSIT	A deposit of <b>£AMOUNT</b> [AMOUNT IN WORDS POUNDS ONLY] is payable on signing this Agreement. It will be protected by a Government approved Tenancy Deposit Scheme as detailed in Clause B.7.1 of this agreement.
11.	If someone who is not a tenant has paid towards the deposit, please tick this box and fill in the boxes below <input type="checkbox"/> . Except as shown at Clauses A.12 and A.13 below, you confirm to us that nobody who is not a tenant has paid towards the deposit.	
12.	NAME and ADDRESS OF PEOPLE PAYING TOWARDS THE DEPOSIT (if not the Tenant)	
13.	AMOUNTS PAID £	
14.	If there is more than one tenant, I (the person signing below) agree to appoint a tenant representative, as set out in Clauses B.7.9. and B.7.10. below.	
15.	Name of Tenant Representative (Lead Tenant):	
Signature of person paying towards the deposit		Signature of person paying towards the deposit
Signature of person paying towards the deposit		Signature of person paying towards the deposit

<b>B.</b>	<b>General Terms and Conditions:</b>
1.	We are rent out the property at Clause A.4. above to you (individually and jointly if there is more than one of you) as well as the furniture, fixtures and fittings outlined in the Inventory that you and we signed. The amount of rent is shown at Clause A.8. above and you must keep to the terms below. It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in Section 22 of the Immigration Act 2014.
2.1	You will have the Property and the furniture, fixtures and fittings for the term stated at Clause A.6. above starting on the date at Clause A.6 above to the date at Clause A.7. above. If, at the end of this time, we have not received from you at least one calendar months' notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a Contractual Periodic Tenancy. The periods of this Contractual Periodic Tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy. This Contractual Periodic Tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or repossess the

	property under a ground set out in Clauses I.4. to I.8. below.
2.2	To end the contractual continuation tenancy, the required notice is written notice to either party. The notice must end on the last day of a rental period and must be of sufficient length. This means that for tenancies that run on as weekly, fortnightly or four-weekly, the notice period must be at least twenty-eight days in length. Where the tenancy is for monthly rental periods the notice must be at least one calendar month in length.
3.	This agreement is an Assured Shorthold Tenancy (as defined in Section 19A of the Housing Act 1988). The no-fault arrangements in Section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a Section 21 Notice, we must give at least two months' notice in writing. For more information, you should consult a housing advice centre, solicitor or citizens advice, who can explain what this means.
4.	We will let the Property to you (individually and jointly) and only you will be allowed to live there without our permission, in writing (which will not be unreasonably withheld).
5.	No children are allowed to live in the Property without our permission, in writing (which we will not unreasonably withhold).
6.	No animals are allowed in the Property without our permission, in writing (which we will not unreasonably withhold). We can withdraw this permission if we have a good reason.
7.1	The Tenant pays the Deposit shown at Clause A.10. above as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations, and hereby agrees that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent. The Deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit, including the repayment process can be found at <a href="http://www.depositprotection.com">www.depositprotection.com</a> . Please refer to Appendix A of this Assured Shorthold Tenancy Agreement for the Prescribed Information.
7.2	We can transfer the deposit to another Government approved Tenancy Deposit Scheme or change the person who holds the deposit (unless it has been paid into a Government approved custodial Tenancy Deposit Scheme) but, in either case, we will notify you of this change in writing.
7.3	You will not receive interest on the deposit unless it is paid into the Government's custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be due under the scheme's terms and conditions.
7.4	You will get the deposit back when this agreement ends and you leave the Property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the Property. If you do not do so, we may take from your deposit:

**Landlord Initials.....**

**Tenant/s Initials.....**

	<ul style="list-style-type: none"> <li>any rent, or other money you owe us which we have told you about and which is unpaid after the end of the tenancy;</li> <li>any unpaid utility bills (electricity, gas, water, phone) or similar amounts or council tax for the Property for which you are responsible;</li> <li>reasonable compensation if you have broken any of your agreements, including those relating to cleaning the Property or the furniture or fixtures; or</li> <li>the reasonable cost of making good or compensating us for any damage to the Property or the furniture or fixtures or anything else for which you may be responsible which is not caused by fair wear and tear. This does not include any damage covered by our insurance policy (except for any insurance excess) or any damage resulting from our failure to carry out any repairs for which we are responsible. We will make allowance for the age and condition of any item as at the start of the tenancy (fair wear and tear).</li> </ul>								
7.5	If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.								
7.6	If we cannot agree any of these amounts, the matter will be decided by the county court unless we can agree on some other way of sorting out the dispute.								
7.7	We may keep the deposit until you have produced satisfactory proof that you have paid for the utility (electricity, gas and water) and council tax bills for the Property. If you fail to provide proof, we may pay any charges you owe and claim these from you.								
7.8	You cannot use the deposit to pay rent under this agreement.								
7.9	<p>If there is more than one tenant, the lead tenant is chosen as tenant representative to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant. That person can be replaced as your representative, by another of the tenants, as long as the majority of you tell us in writing. If you are not content to appoint a lead tenant, please complete the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name of Tenant</td> <td style="width: 30%;">Amount of Deposit Paid £</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Name of Tenant</td> <td>Amount of Deposit Paid £</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Name of Tenant	Amount of Deposit Paid £			Name of Tenant	Amount of Deposit Paid £		
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7.10	Where no lead tenant is agreed, as soon as is practicable at the end of the tenancy, we will return the deposit minus any agreed deductions or money still in dispute. A proportion of the deposit will be allocated to each tenant or person paying towards the deposit individually. This proportion will be based on the respective amounts of the deposit paid by them at the start of the tenancy, minus their proportion of any agreed deductions or money still in dispute.								
8.	We may keep keys to the Property.								
9.	We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. Normally								

	we will store your furniture or goods for a minimum of fourteen days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this fourteen days' period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods.
10.	If there is shared access to the Property, you are entitled to use the entrance, stairways, halls, landings and so on to the Property but we may come into the Property if we need to get to other parts of the building in which the Property is located.
11.1	We may increase the rent by serving a rent review notice on you. The rent may not be increased by more than a maximum of 10% through any single rent review.
11.2	Any rent review notice we serve on you must be in writing. It must provide you with a least one calendar month in notice prior to the date of the rent increase taking effect. The notice must state the percentage by which the rent will increase, the new rental amount and the date on which the new rent is payable from. It may be served no earlier than ninety days before the rent increase will take effect.
11.3	The initial rent increase may take effect no earlier than the first anniversary of the start of the tenancy as outlined at Clause A.6 of this Agreement. Until a rent increase takes effect, we retain the right to increase the rent at the start of any subsequent rental period by serving a rent review notice.
11.4	Once a rent increase has occurred, subsequent rent increases may take effect no earlier than the anniversary of the date the last rent increase took effect.
12.	The Tenant is entitled to change their energy Supplier at any time but must inform the Landlord of the name of the new Supplier in writing.
13.	The Tenant is entitled to have an electricity and/or gas Smart Meter installed by their energy Supplier but must obtain written permission from their Landlord prior to the installation.

<b>C.</b>	<b>Occupier's Liability</b>
1.	You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

2.	You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.
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<b>D.</b>	<b>Tenant's Obligations: you must do the following:</b>
1.	Occupy the Property as your only or main home and behave in a tenant like manner.
2.	Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit and to use reasonable endeavours to prevent anyone in your household or any visitor to do or not to do the same thing.
3.	Comply with and adhere to all Terms and Conditions contained within the Tenancy Pack Part 2, particularly with regard to Health and Safety. To read all documentation contained therein within fourteen days of check-in and to hand back the Tenancy Pack Part 2 and any associated booklets and USB Flash Drive at the end of the Tenancy.
4.	Pay rent on the days and in the way we have agreed. Where there is more than one Tenant you will all be Jointly and Individually Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants.
5.	In the event of any legal action being taken, agree to pay all costs and expenses incurred by us on an indemnity basis:
5.1	in the recovery from you of any Rent and any other money which is in arrears;
5.2	in the enforcement of any of the provisions of this Agreement, including those for seeking possession of the Property;
5.3	in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
5.4	the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order of any other payment method is withdrawn by your bankers;
5.5	the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted); and
5.6	any other monies owed by you to us.
6.	Keep the inside of the Property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.

**Landlord Initials.....**

**Tenant/s Initials.....**

7.	Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Property and, if it applies, the building in which the Property is located and any shared access, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the Property (after giving you at least 24 hours' notice, in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.
8.	Pay for all electricity and gas, phone, water, communications services and council tax bills relating to the Property that apply during the tenancy. This includes contacting the local billing authority or the provider of any other utility to ensure they are aware that you are liable for paying these bills.
9.	Take reasonable precautions to prevent frost or similar damage to the Property. If the Property is going to be empty overnight or for more than twelve hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the Property to drain the tanks of hot and cold water.
10.	Whenever you leave the Property unattended:
10.1	you should tell us if the Property is going to be empty for more than seven days in a row.
10.2	you are strictly prohibited from leaving the Property empty for more than twenty-eight days.
10.3	you should ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured.
10.3	you should take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
10.4	you should flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.
11.1	you should notify us of receipt of any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt.
11.2	you should notify us of all correspondence addressed to the Landlord at the Property within reasonable time.
12.	If you give us notice that you are going to leave the Property before this agreement has ended, you must pay our reasonable costs for re-letting the Property and pay the rent

**Landlord Initials.....**

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	until a new tenant moves in. We do not have to take the Property or the tenancy back from you early unless we want to do so.
13.	<p>Allow us or our Agent to come into the Property at all reasonable hours of the day to inspect the condition of the Property, to carry out repairs or to do other work which we must carry out by law. The following are authorised purposes:</p> <ul style="list-style-type: none"> <li>• Carrying out any work or inspections on the Property which we are obligated to do because of legislation or contractual obligations;</li> <li>• Valuing the let Property (or any part of it); and</li> <li>• Viewing the Property with prospective occupiers or purchasers during the last two months of the Tenancy.</li> </ul> <p>We will give you at least twenty-four hours' written notice if we are going to enter the Property except in an emergency. You must let us enter the Property immediately if there is an emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.</p>
14.	Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause D.13. of this Agreement.
15.	Tell us about any repairs or faults that we are responsible for in the structure or outside of the Property, in any installation or, if it applies, in the shared areas.
16.1	If applicable, park vehicles in your parking space only, and without causing an obstruction. Use of the parking space is a privilege, not a right, and this facility can be withdrawn at any time with written notice by your Landlord. Such withdrawal must be reasonable.
16.2	Allow our Property Manager and Agents to park in or across your parking space from time-to-time. They will move their vehicles immediately if access onto or off the Property is required by you.
17.	Permit us and our Property Manager to hold a set of keys or any other security devices necessary for the purpose of entering the Property for inspections or in an Emergency.
18.	Defrost the fridge and/or freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
19.	Be responsible for looking after the garden. You must keep it tidy and cut any grass regularly, but you do not have to improve the garden.
20.	Replace any light bulbs, fluorescent tubes, or batteries, promptly when necessary.
21.	Agree to inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary. You also agree to tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.
22.1	If there is a guarantor for this Agreement you must tell us as soon as you become aware that any guarantor has died, become bankrupt or cancels the guarantee. For the

**Landlord Initials.....**

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	avoidance of doubt, a guarantor is someone other than a Tenant who has agreed to guarantee your financial obligations (including, but not limited to, the Rent and any losses we incur as a result of you breaching this agreement) under this Agreement.
22.2	If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within twenty-eight days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. That guarantor must then, within twenty-eight days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end.
23.	At the end of the tenancy, give up the Property with vacant possession; give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
23.1	remove all rubbish and recycling from the Property and properly dispose of it in the correct receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
23.2	allow us or our Property Manager to enter the Property with a surveyor for the purposes of carrying out an inspection;
23.3	leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
23.4	return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
23.5	remove all personal belongings including food stuff; and
23.6	provide us or our Property Manager with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

<b>E.</b>	<b>Tenants Obligations: you must not do the following:</b>
1.	Alter or add anything to the outside or structure of the Property, including satellite dishes or communications cabling, or the furniture, fixtures and household belongings that are on the list that you and we signed without prior written agreement from your Landlord. You must not bring into the Property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations applicable as at the time the furniture was manufactured. You can get information about these regulations from your local Trading Standards office.

2.	Keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
3.	Harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agents, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
3.1	make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
3.2	fail to control pets allowed properly or allow them to foul or cause damage to other people's property;
3.3	allow visitors to the Property to be noisy or disruptive;
3.4	use the Property or allow it to be used, for illegal or immoral purposes;
3.5	vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
3.6	leave rubbish and recycling either in unauthorised places or at inappropriate times;
3.7	allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
3.10	use or carry offensive weapons;
3.11	use, sell, cultivate or supply unlawful drugs or sell alcohol; and
3.11	store or bring onto the Property any type of firearm or firearm ammunition including any replicator decommissioned firearms.
4.	interfere or tamper with any smoke, carbon monoxide, other alarms or other fire precautions in the Property.
5.	Bring bicycles, motorcycles, and prams into the Property without our permission, in

	writing (which we will not unreasonably withhold).
6.	Bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
7.	Introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
8.1	Smoke in any part of the Property and not smoke in the communal hallways, stairwells and landings of the building known as <b>PROPERTY ADDRESS IN FULL INCLUDING POSTCODE</b> . This provision against smoking applies to all substances that a person can smoke, including vaping, cigarettes (manufactured, electronic or hand-rolled), pipes, cigars, herbal cigarettes, and water pipes (including shisha, hookah and hubble-bubble pipes). For the avoidance of doubt, nicotine staining is not considered to be fair wear and tear.
8.2	If anyone is smoking outside the building, use ashtrays and dispose of contents immediately in an appropriate manner. Ash and cigarette butts are deemed to be litter.
9.	Obstruct the fire escape or common parts (if any). Any obstructions may be removed by us.
10.	Block, or allow guests to block, any of the common parts (if any).
11.	Allow children to play in the fire escapes or common parts (if any).
12.1	Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
12.2	Use sticky tape or adhesive fixing devices [including "White" or "Blu Tak"] or nails or similar on the internal or external surfaces of the Property, including windows as this may damage the decoration of the Property.
13.	Put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
14.	Change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys or other security devices needed to access the property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.
15.1	Assign, take a lodger, sublet, or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld). If you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property. You will

	pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.
15.2	Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
16.1	Carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
16.2	Display any poster or notice board so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
16.3	Use the Property as anything other than a private home but (so long as this is not prohibited by the terms of any lease under which we own the Property) this does not prevent you working at home so long as you are not using the Property to run a business and your home working is purely incidental to the use of the Property as your private home and this is not forbidden under the terms of your lease.
17.	Dry washing inside the Property, except if a washer/dryer has been provided or in a ventilated room suitable for such purposes.
18.	Do anything which breaks the terms of any Superior or Head lease under which we own the Property so long as a copy of the lease (or the relevant terms) has already been given to you.

<b>F.</b>	<b>We agree to do the following:</b>
1.	Keep the Property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms except for any policy excess. We have no liability to insure any items belonging to you.
2.	Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything you have done or failed to do in breach of this Agreement.
3.	Comply with all necessary consents that enable us to enter into this Agreement (whether from a Superior Landlord, lenders, mortgages, insurers, or others).
4.	Pay the Superior or Head Lease service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable
5.	Let you have free access to the exterior pathways and stairwells, entrance hall, internal stairwells and all shared areas, if this applies.

**Landlord Initials.....**

**Tenant/s Initials.....**

6.	Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
7.	Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
7.1	Keep the gas, water, electricity, space-heating and water-heating installations in good repair and proper working order.
7.2	Be responsible for servicing and maintaining any gas heating system, providing carbon monoxide detectors where required, and making sure that all gas appliances in the Property are checked each year by an engineer registered with Gas Safe, and are in line with the Gas Safety (Installation and Use) Regulations 1998.
7.3	Be responsible for servicing and maintaining any fire alarm systems and making sure that all fire alarm systems in the Property are serviced each year by a Registered Competent Electrician, and are in line with the Regulatory Reform (Fire Safety) Order 2005, including the Regulatory Reform (Fire Safety) Order 2006.
7.4	Be responsible for servicing and maintaining any fixed electrical supplies and making sure that all fixed electrical supplies in the Property are serviced by Registered Competent Electrician, and are in line with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
7.5	Be responsible for making sure that any white goods we provide have been Portable Appliance Tested in accordance with government guidelines.
8.	Comply with any local authority or government regulations or legislation that may apply to rented properties, in particular with regard to, but not limited to: <ul style="list-style-type: none"> <li>• The Management of Houses in Multiple Occupation Regulations 2006</li> <li>• The Homes (Fitness for Human Habitation) Act 2018</li> <li>• The Landlord and Tenant Act 1985</li> <li>• Gas Safety (Installation and Use) Regulations 1998</li> <li>• The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.</li> <li>• the Regulatory Reform (Fire Safety) Order 2005, including the Regulatory Reform (Fire Safety) Order 2006.</li> </ul>
9.	Provide you with a copy of the following certificates or other documents applicable at that time prior to or at the start of the Tenancy and provide updated copies throughout the Tenancy by Email: <ul style="list-style-type: none"> <li>• HM Government "How to Rent: the checklist for renting in England"</li> <li>• HM Government "How to Rent a Safe Home: a guide for current and prospective tenants in England"</li> </ul>

	<ul style="list-style-type: none"> <li>• Our Privacy Statement</li> <li>• Gas Safety Check (if applicable)</li> <li>• Electrical Safety Check</li> <li>• Energy Performance</li> <li>• Portable Appliance Testing</li> <li>• Fire Alarm Service</li> <li>• Right to Rent Report</li> <li>• Any other certificates or documents required under current regulations</li> </ul>
10.	Give you back any part of the rent that you have paid for any period that the Property could not be lived in because of fire or any other damage that we are insured for (or an appropriate part if part only could not be lived in or used).
11.	Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.
12.	Under the terms and conditions of the Data Protection Act (DPA) 1998 and 2018 incorporation the General Data Protection Regulation (GDPR), hold all personal information about you securely and destroy all personal information held about you in a secure and timely manner once the tenancy has ended. An overview of GDPR can be found in your Tenancy Pack Part 2 or at <a href="https://ico.org.uk/media/for-organisations/data-protection-reform/overview-of-the-gdpr-1-13.pdf">https://ico.org.uk/media/for-organisations/data-protection-reform/overview-of-the-gdpr-1-13.pdf</a>

<b>G.</b>	<b>Photographic and Written Inventory including Schedule of Condition</b>
1.	Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
2.	You have a period of seven days from the start of the Tenancy, to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Property Manager of any discrepancies in writing, preferably by Email. The notification will be acknowledged and any appropriate action taken, if required. A copy of the acknowledgement should be kept with your Inventory and Schedule of Condition. If you do not receive an acknowledgement, you should resend. If you take no action and after the seven-day period has expired, you shall be deemed to be fully satisfied with the terms.
3.	At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or

	defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Property Manager.
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<b>H.</b>	<b>Compensation</b>
	<p>Compensation cannot be paid for any damage or loss caused which is not due to Landlord or Property Manager negligence.</p> <p>In accordance with FSA Regulations, we are not allowed to recommend you take out insurance, recommend an Insurer or sell insurance on their behalf.</p> <p>We use Rentshield Direct for our Referencing process. As a consequence, we may authorise them to approach you with a view to selling their contents insurance with your consent.</p> <p>However, we wish to point out the following:</p> <ul style="list-style-type: none"> <li>You <b>do not</b> have to take out contents insurance or use Rentshield Direct for your contents insurance if you choose to make this type of purchase.</li> <li>You may choose an alternative Insurer for your contents insurance if you decide to make this type of purchase, and we recommend you approach other Insurers for comparison quotations before taking out a policy with whoever you choose.</li> <li>Our authorisation to contact you will be from Rentshield Direct only who <b>will not</b> pass on your details to any other insurers unless you personally agree to them doing so.</li> </ul>

<b>I.</b>	<b>Ending the Tenancy and Repossession</b>
1.	<p>To end the periodic continuation of the tenancy you must provide us with written notice you intend to leave to the service address provided in Clause I.3 of this Agreement or, if we consent to service of notice via email then to the email address provided in Clause I.3. of this Agreement. The notice must end on the last day of the Rent Period and must be of sufficient length to be considered valid. This means that for tenancies where:</p> <ul style="list-style-type: none"> <li>the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least twenty-eight days in length.</li> <li>the Rent is paid monthly the notice must be at least one calendar month in length.</li> </ul>
2.	<p>If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the Property address shown at Clause A.4. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. <b>If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.</b></p>

3.	<p>Any notice under Section 48 of the Landlord and Tenant Act 1987 may be served on the Landlord as follows:</p> <p>If you need to serve any notice on us, you must send it</p> <ul style="list-style-type: none"> <li>• by Email to <a href="mailto:smcproperties@virginmedia.com">smcproperties@virginmedia.com</a></li> <li>• or, deliver it by hand or by post to Tintagel Property Co Ltd or Sarah Marie Courtneidge T/A SMC Properties, 38 Granada Road, Southsea, Hampshire, PO4 0RJ</li> <li>• or, the address shown at Clause A.2.</li> </ul> <p>Text messages are not acceptable.</p> <p>One or more addresses may change. If they do, you will be notified in writing.</p>
4.	We have the right to recover possession of the Property by lawful means if:
4.1	any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance); or
4.2	the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
4.3	the Rent is unpaid fourteen days after becoming payable whether it has been formally demanded or not;
4.4	you have breached this Agreement;
4.5	you become bankrupt;
4.6	the Tenancy is no longer an assured tenancy (including a shorthold). For example, it is no longer the only or main home of the Tenant.
5.	We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.
6.	If you give us notice that you are going to leave the property before the fixed term of this Agreement has ended, you must pay our reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so, however, consent will not be unreasonably withheld.
7.	We may repossess the Property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the Property as our only or main home or plan to do so).

8.	We may repossess the Property under Ground 1 in Schedule 2 to the Housing Act 1988 which allows the lender to repossess it.
9.	<b>IMPORTANT WARNING in respect of Clauses 4. to 8.</b> This does not affect your rights under the Protection from Eviction Act 1977. We need a court order to repossess the Property. You should contact a solicitor, Citizens Advice or legal advice centre, who will tell you what this means.
10.	Termination of This Agreement ends the Tenancy but does not release you from any outstanding obligations.

<b>J.</b>	<b>Meanings</b>
1.	<p>In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:</p> <ul style="list-style-type: none"> <li>• “<i>The Landlord</i>” includes the persons for the time being entitled to the reversion expectant on determination of the Tenancy.</li> <li>• “<i>The Property Manager</i>” includes the Landlord’s Letting Agent.</li> <li>• “<i>The Agent</i>” includes the Landlord’s Property Manager and Contractors or Sub-Contractors.</li> <li>• “<i>The Tenant</i>” includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually.</li> <li>• “<i>The Tenancy</i>” means a Tenancy under which the Tenant holds the Property and includes all or any deeds and documents supplemental to the Tenancy whether or not expressed to be so.</li> <li>• “<i>The Property</i>” means the property shown in this document.</li> </ul>
2.	<p>“<i>Contents</i>” means anything provided by us as stated in the Inventory including but not limited to white goods or the Fixtures and Fittings.</p> <p>“<i>Emergency</i>” means where there is a risk to life or damage to the fabric of the Property or the Contents.</p> <p>“<i>Fixtures and Fittings</i>” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.</p> <p>“<i>House in Multiple Occupation/HMO</i>” means that this Property is let to a group of three or more people where at least two people are unrelated.</p> <p>“<i>Initial Funds</i>” are funds that must be paid by the dates specified to make this Agreement binding on all parties. These Initial Funds are detailed in the Tenancy Agreement and include the initial payment for Rent.</p> <p>“<i>Inventory</i>” is the document drawn up by us or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.</p> <p>“<i>Jointly and Individually Liable</i>” means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages</p>

	<p>against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group.</p> <p><i>“Landlord”</i> includes anyone entitled to possession of the Property under this Agreement.</p> <p><i>“Permitted Occupier”</i> means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Property but have been granted permission to occupy the Property as a guest for a period of time during this Tenancy by the Landlord.</p> <p><i>“Policy”</i> means any insurance policy held by us for the Property or Contents.</p> <p><i>“Property”</i> includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.</p> <p><i>“Rental Period”</i> means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.</p> <p><i>“Schedule of Condition”</i> is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.</p> <p><i>“Superior or Head Lease”</i> sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property, giving them the right to possession of the Property at the end of our lease.</p> <p><i>“Tenancy”</i> means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.</p> <p><i>“Us” “our” “we”</i> means the Landlord.</p> <p><i>“Working Day”</i> does not include Saturdays, Sundays and Bank Holidays.</p> <p><i>“You” “your”</i> means the Tenant.</p>
3.	<p>Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.</p>

<b>K.</b>	<b>Special Conditions</b>
1.	<p>If an apartment or flat the Tenant also hereby agrees and accepts with the Landlord to adhere to the following Terms and Conditions of the Head (Superior) Lease. You agree that you will also be bound by these Terms and Conditions, excepting any service charges or ground rent which your Landlord is responsible for paying under the Superior Lease.</p>
	<p>Additional HEAD LEASE T&amp;C's to go here.</p>

<b>L.</b>	<b>Signing the Agreement</b> <b>By signing this Assured Shorthold Tenancy Agreement, you are agreeing that:</b>
1.	any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property shown at clause A.4. by first class post. Notices left at the Property are deemed served the next working day. Notices sent by first class post are deemed served two working days after posting.
2.	the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is shown below. (Notices sent by Email are deemed to be served the next working day after being sent).
3.	your Email address and mobile number may be given to our Property Manager and Agents to enable them to communicate with you in respect of access for inspections and/or works at the Property.
4.	you will adhere to all the Terms and Conditions contained within the document and any other Terms and Conditions contained within Appendix A and the Tenancy Pack.
5.	you have had the opportunity to read and understand the documentation provided in draft format and discuss any issues or concerns prior to occupancy.

<b>LEAD TENANT NAME</b>	
<b>LEAD TENANT SIGNATURE</b>	
<b>LEAD TENANT EMAIL ADDRESS</b>	
<b>LEAD TENANT MOBILE NUMBER</b>	

<b>TENANT 2 NAME</b>	
<b>TENANT 2 SIGNATURE</b>	
<b>TENANT 2 EMAIL ADDRESS</b>	
<b>TENANT 2 MOBILE NUMBER</b>	

<b>PROPERTY MANAGER NAME</b>	DEBRA CHAPPELOW
<b>PROPERTY MANAGER SIGNATURE</b>	
<b>PROPERTY MANAGER EMAIL ADDRESS</b>	<a href="mailto:smcproperties@virginmedia.com">smcproperties@virginmedia.com</a>
<b>PROPERTY MANAGER MOBILE NUMBER</b>	07833 444610