

ASSURED SHORTHOLD TENANCY AGREEMENT

**Provided under part 1 of the Housing Act 1988
And amended under part 3 of the Housing Act 1996**

Adapted from NRLA's AST 01/06/2021

THIS AGREEMENT is made on the date¹ 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 (as defined in Section 19A of the Housing Act 1988) within the provisions and meaning of Part 1 of the Housing Act 1988 and amended under Part 3 of the Housing Act 1996.

¹This date should not be inserted until all parties have signed the Agreement and want it to come into effect.

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.

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, or Housing Advice Centre for assistance.

A.	MAIN TERMS OF THE TENANCY AGREEMENT:	
1.	DATE OF SIGNING:	
2.	THIS AGREEMENT IS BETWEEN US, THE LANDLORD	LANDLORD(S) NAME & ADDRESS In accordance with Section 48 of the Landlord & Tenant Act 1987 SARAH MARIE & ROBERT EDMUND COURTNEIDGE TINTAGEL PROPERTY COMPANY LIMITED or SARAH MARIE COURTNEIDGE T/A SMC PROPERTIES MAPLE LODGE, 128 MAPLE ROAD, SURBITON, SURREY, KT6 4AU
3.	AND YOU, THE TENANT (JOINTLY AND SEVERALLY)	TENANT 1 TENANT 2
4.	WE WILL LET OUT THE PROPERTY AT	PROPERTY ADDRESS IN FULL INCLUDING POSTCODE to you as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Condition.
5.	TENANCY TYPE	This Agreement is an ASSURED SHORTHOLD TENANCY.
6.	RENT	
6.1		You must pay £AMOUNT [AMOUNT IN WORDS POUNDS ONLY] in total every CALENDAR MONTH
6.2		The first payment of rent must be paid by DATE IN FULL
6.3		Subsequent Rent payments must be paid in advance by the DATE , (eg, 1 st) of every CALENDAR MONTH while the tenancy lasts.
6.4		Payment must be made in cleared funds to: Account Name: Sort Code: Account Number: Quoting Reference:
7.1	TERM	
7.1		The Agreement is for an initial Fixed Term of SIX MONTHS commencing on DATE IN FULL If, at the end of this time we have not received from you at

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		<p>least one calendar months' notice, in writing, expiring on the last day of the Fixed Term to terminate the Agreement, the Tenancy will continue as a Contractual Periodic Tenancy.</p> <p>The Rental Periodic for the Contractual Periodic Tenancy will be the same as those for which Rent was last payable during the Fixed Term of the Tenancy.</p> <p>This Periodic Tenancy will continue until you or we terminate the Tenancy in accordance with Clause C.8. of this Agreement.</p>
7.2		The FIXED TERM Expiry Date is DATE IN FULL
8.	PERMITTED OCCUPIERS	<p>In addition to you, only the following Permitted Occupiers are allowed to live in the Property:</p> <p>NOT APPLICABLE</p> <p>Nobody else is allowed to live in the Property without our written permission.</p>
9.	SHARED FACILITIES	
9.1		<p>The Property is let, along with any Contents listed in the Inventory and Schedule of Condition provided to you.</p> <p>You are also entitled to use the following shared facilities while you let the Property:</p> <p>Communal Hallways, Landings and Stairwells and Pathways around the building up to the boundary of the side gate.</p>
9.2	<p>Applicable / Not Applicable*</p> <p><i>Delete as appropriate</i></p>	<p>You are also entitled to use the following shared facilities while you let the Property:</p> <p>Pathways leading to and use of the allocated storage shed at the rear of the Property.</p>
9.3	<p>Applicable / Not Applicable*</p> <p><i>Delete as appropriate</i></p>	<p>If you are allocated parking it is located:</p> <p>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.</p> <p>Your Landlord, Agent or contractors may 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</p>

		required by you.
10.	UTILITIES	
10.1		<p>You and we agree you are responsible for paying:</p> <ul style="list-style-type: none"> • Water Charges • Gas (if applicable) and Electricity Charges • Council Tax • Television Licence • Broadband, Telephone and Television Service Charges. <p>This includes contacting the local billing authority or the provider of the service to ensure they are aware that you are liable for paying these bills.</p>
10.2		Your Landlord is responsible for paying the Freehold maintenance and service charges.
11.	SECURITY DEPOSIT	<p>The Deposit of £AMOUNT [AMOUNT IN WORDS POUNDS ONLY] must be paid in full to your Landlord by DATE IN FULL.</p> <p>It will be protected within a Government approved deposit scheme within 30 day of receipt in accordance with Clause C.5 of this Agreement.</p>
12.	RIGHT TO RENT	It is a condition of this Tenancy that you and anyone living in the Property must have a 'Right to Rent' as set out in Section 22 of the Immigration Act 2014.
13.	CONTACT DETAILS	
13.1		If you need to contact us then you can:
	Write to us at:	Tintagel Property Co Ltd or Sarah Marie Courtneidge T/A SMC Properties, 38 Granada Road, Southsea, PO4 0RJ or the address at A.2. above.
	Email us at:	smcproperties@virginmedia.com
	Phone us at:	07833 444 610
13.2		If we need to contact you we will:
	Email you at:	<p>Name and Email address: Name and Email address:</p> <p>This is our preferred way of sending documentation and other information.</p>

	Phone or text you at:	Name and mobile number: Name and mobile number: This will be usually be used for short or urgent and emergency messages.

B.	DEFINITIONS
	<p><i>“Agent”</i> means a company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.</p> <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>“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 Severally 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 against any one or more of you entirely at our discretion.</p> <p><i>“Landlord”</i> includes anyone entitled to possession of the Property on the ending of this Agreement as well as their successors in title or assignees.</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>“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 or some larger building that the Property sits within, giving them the right to possession of</p>

	<p>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>
C.	TERMS AND CONDITIONS
	We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by an addendum to this Agreement.
1.	GENERAL TERMS
1.1	Where there is more than one Tenant you are all Jointly and Severally Liable for the obligations contained within this Agreement.
1.2	You must make reasonable efforts to ensure that anyone in your household or any visitors to the Property do not breach the terms of this Agreement.
1.3	Where we have provided you with any Terms and Conditions contained in our Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Superior Lease.
1.4	<p>Compensation cannot be paid for any damage or loss caused which is not due to Landlord or Agent 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 may authorise our referencing company 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"> You do not have to take out contents insurance or using that company for your contents insurance if you choose to make this type of purchase. 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. Our authorisation to contact you will be from the referencing company only who will not pass on your details to any other insurers unless you personally agree to them doing so.
1.5	We may increase the rent by serving a rent review notice on you. Any rent review 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

	<p>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.</p> <p>The initial rent increase may take effect no earlier than the first anniversary of the start of the tenancy as outlined at Clause A.7.1 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.</p>
1.6	Guarantor
1.6.1	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 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.
1.6.2	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.
2.	YOU MUST:
	Rent and Other Payments:
2.1	Pay the Rent on the days and in the way we have agreed.
2.2	Pay the charges for Council Tax (or any similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for under this Agreement.
2.3	Pay us all reasonable losses, fees, damage costs and expenses incurred by us which we incur:
	<ul style="list-style-type: none"> • in recovering from you any Rent, and/or any other money, which is in arrears; • by the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the notice results in court proceedings; • the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers; • as a result of any of your breaches of this agreement or in enforcing any provision of this Agreement, including those for seeking possession of the Property.
2.4	Pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in

	respect of the date from when it became due to the date of payment.
	Utilities
2.5	Inform us in writing if you change supplier where you are responsible for paying a Utility.
2.6	Not change the supplier where we are responsible for paying a Utility.
2.7	Not change the utility meters for the Property without our written permission (which will not be unreasonable withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.
	Use of the Property
2.8	Occupy the Property as your only or main home and behave in a tenant like manner.
2.9	Take reasonable care of the Property, and common parts (if any).
2.10	Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
2.11	Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
2.12	Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost.
2.13	Take all reasonable precautions with regard to supplies of water, gas and electricity to prevent flooding, fire or explosion.
2.14	Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
2.15	<p>Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone living in or visiting the Property. This includes repairing damage caused in this way to the Property, Fixtures and Fittings, Contents and, if it applies, the building in which the Property is located and any common parts.</p> <p>If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice and to our satisfaction. If the repair is not carried out to our satisfaction, we reserve the right to allocate our own contractor to make good and the costs will be borne by you.</p>
2.16	Only park in the space allocated to you in this Agreement without causing an obstruction.
2.17	Not use your allocated parking for any purpose other than for the storage of a private

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	motor car or motorbike without our written permission.
2.18	Not assign, take a lodger, sublet, or part with or transfer 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 a fully compliant 'right to rent check' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property.
2.19.1	Not use the Property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the Property to run a business and your home working is purely incidental to using the Property as your private home and as long as this use is not forbidden under the terms of the Superior lease.
2.19.2	Not register the Property's address in the name of a business.
2.19.3	Not 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).
2.20	<p>Not harass, or pursue a course of antisocial conduct against, or act in an antisocial manner towards any person in the neighbourhood. Such people include residents, visitors, us, our Agents or contractors.</p> <p>In particular, but not exclusively, you must not:</p> <ul style="list-style-type: none"> • 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; • fail to control pets allowed properly or allow them to foul or cause damage to other people's property; • allow other occupiers or visitors to the Property (including children) to cause a nuisance; • use the Property or allow it to be used, for illegal or immoral purposes; • vandalise or damage the Property or any part of the common parts (if any) or neighbourhood; • leave rubbish and recycling either in unauthorised places or at inappropriate times; • harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members, our employees, our Agent, contractors, 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; • use or carry offensive weapons; • use, sell, cultivate or supply unlawful drugs or sell alcohol; and • store or bring onto the Property any type of firearm or firearm ammunition including any replicator decommissioned firearms.

2.21	Not 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 other occupants in the Property.
2.22	Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
2.23	<p>Not smoke in any part of the Property and not smoke in the communal hallways, stairwells and landings of the building known as PROPERTY ADDRESS IN FULL INCLUDING POSTCODE. 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.</p> <p>If anyone is smoking outside the building, ashtrays must be used and the contents disposed of immediately in an appropriate manner. Ash and cigarette butts are deemed to be litter.</p>
2.24	<p>Not bring any animals, reptiles, insects, rodents or birds into the Property without our written permission (which will not be unreasonably withheld). Once granted, we can withdraw this permission if we have a good reason.</p> <p>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.</p>
2.25	Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
2.26	Not damage any common parts that you have access to in addition to the Property.
2.27	Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
2.28	Not bring bicycles into the Property without our permission, in writing (which we will not unreasonably withhold).

2.29	Not allow children to play in the fire escapes or common parts (if any).
2.30	Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such licence being breached.
2.31	Not block, or allow guests to block, any of the common parts (if any).
2.32	Not 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.
2.33	Not dry washing inside the Property, except if a washer/dryer has been provided or in a ventilated room suitable for such purposes.
	Leaving the Property Empty
2.34	Lock all the doors and windows and put the burglar alarm on (if there is one) whenever you leave the Property unattended.
2.35	Tell us if the Property is going to be empty for more than seven days in a row.
2.36	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.
2.37	To satisfy our Buildings Insurance terms and conditions, not leave the Property empty for more than 28 days under any circumstances.
	<p>Condition of the Property</p> <p>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 and asked to sign 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.</p> <p>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. Once seven days has expired, if you take no action, you shall be deemed to be fully satisfied with the terms and conditions. If you take action after the seven-day period has expired, it is reasonable for us to dispute any defects reported which were not included in the Inventory and Schedule of Condition.</p>

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2.38	Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes, windows and appliances as often as necessary.
2.39.1	Notify us as soon as reasonably possible, preferably in writing, of any defect in the Property which comes to your attention.
2.39.2	Notify us as soon as reasonably possible and on the same day of any sounding of a fire alarm where a fire has been identified and follow the fire alarm procedures for evacuation in this event.
2.39.3	Notify us immediately of any sounding of a fire alarm where it has been established as a defect rather than an emergency.
2.39.4	Notify us immediately of any sounding of a carbon monoxide detector and leave the Property immediately until the issue has been identified and rectified.
2.39.5	Test any smoke or carbon-monoxide alarms in the Property at least once a month, replacing any batteries in carbon-monoxide detectors if necessary.
2.40	Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
2.41.1	Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
2.41.2	Adhere to the rubbish and recycling rotas (if any) provided by your Landlord.
2.41.3	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.
2.42	Take proper care of the shared facilities (if any) and clean as appropriate after use.
2.43	Keep the garden (if any) tidy, but you do not have to improve the garden.
2.44	Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
2.45	Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or erect and or install any aerial, satellite dish or cable television

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	without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.
2.46	Not damage the Property, the Fixtures and Fittings, the Contents or the electric, gas or plumbing system.
	Letters and Notices
2.47	Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings. This usually relates to any correspondence addressed to your Landlord or Agent.
2.48	Notify your Landlord or Agent of any correspondence addressed to them at the Property within a reasonable time to enable them to make arrangements to collect.
2.49	Open all correspondence addressed to The Occupier and action as required.
2.50	Deal with correspondence addressed to previous tenants as follows: With a pen, strike through the current address on the envelope, write "Return to Sender, no longer at this address" on the envelope and put the envelope in a Royal Mail post box when convenient. Do not leave in the communal hallway. Your Landlord or Agent is not responsible for this mail.
	Access to the Property
2.51	Allow us, our Agent, or our contractors to come into the Property at all reasonable hours of the day to inspect the condition of the Property, carry out repairs or improvements, or perform any other obligations that we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the Property.
2.52	Let us enter the Property immediately if there is an emergency.
2.53	Allow possible new tenants, valuers and buyers access to the Property (on at least 24 hours' written notice) during the tenancy.
	Keys, Locks and Alarm Codes
2.54	Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Property in an Emergency.
2.55	Not 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.
	Occupier's Liability Occupier's Liability Act 1984
2.56	Verify 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.
2.57	Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.
3.	WE AGREE TO:
3.1	Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us.
3.2	Let you have free access to the exterior pathways and stairwells, internal entrance hallways and stairwells and all shared areas, if this applies.
3.3	Pay all assessments and outgoings in respect of the Property which are our responsibility.
3.4	Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended) and 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.
3.5	Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Section (England) Regulations 2020 and 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.
3.6	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.
3.7	Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).
3.8	Take reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.

3.9	Keep in repair the structure and exterior of the Property (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).
3.10	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.
3.11	Be responsible for making sure that any white goods we provide have been Portable Appliance Tested in accordance with government guidelines.
3.12	Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.
3.13	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.
3.14	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.
3.15	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).
3.16	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"> • The Management of Houses in Multiple Occupation Regulations 2006 • The Homes (Fitness for Human Habitation) Act 2018 • The Landlord and Tenant Act 1985 • Gas Safety (Installation and Use) Regulations 1998 • The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. • the Regulatory Reform (Fire Safety) Order 2005, including the Regulatory Reform (Fire Safety) Order 2006.
3.17	Provide you with a copy of the following certificates or other documents applicable at that time prior to the start of the Tenancy and provide updated copies throughout the Tenancy by Email: <ul style="list-style-type: none"> • HM Government “How to Rent” guide

	<ul style="list-style-type: none"> • HM Government “How to Rent a Safe Home” guide • Our Privacy Statement • Gas Safety Check (if applicable) Certificate • Electrical Periodic Installation Condition Report • Energy Performance Certificate (EPC) • Any other certificates or documents required under current regulations
3.18	<p>Provide you with a copy of the following documents or certificates at the start of the Tenancy and provide updated copies throughout the Tenancy by Email:</p> <ul style="list-style-type: none"> • Portable Appliance Testing Certificate • Fire Alarm Service Certificate • Right to Rent Report • Any other certificates or documents required under current regulations
3.19	<p>Under the terms and conditions of the Data Protection Act (DPA) 1998 and 2018 incorporating the General Data Protection Regulation (GDPR) and as outlined in our Privacy Statement, 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 https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-data-protection-regulation-gdpr/</p>
4.	AT THE END OF THE TENANCY
4.1	<p>At the end of the Tenancy you agree to:</p> <ul style="list-style-type: none"> • Give up the Property with full vacant possession; • Give up the Property and the Contents and our Fixtures and Fittings in as good a condition as at the start of the Tenancy (apart from fair wear and tear) and free from rubbish; • Allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection; • Leave the Contents in the same position that they were in at the commencement of the Tenancy; • Return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us; • Remove all personal belongings including food and other perishable items; and • Provide us or our Agent 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.
4.2	<p>At the end of the Tenancy you will be invited to a checkout inspection at a mutually agreed time to assess the condition of the Property compared to the original Inventory and Schedule of Condition and take final meter readings. Should you fail to keep to this mutually agreed appointment then you agree to pay us, or our Agent, for any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the condition of the Property made by the Landlord or the Landlord’s Agent shall be final and binding.</p>

4.3	<p>We will 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 14 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 14 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 after taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may incur because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods.</p>
5.	THE SECURITY DEPOSIT
5.1	The Security Deposit will be held by The Deposit Protection Service (DPS).
5.2	<p>The Security Deposit will be protected in a government-approved tenancy deposit scheme, namely The Deposit Protection Service 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 www.depositprotection.com.</p> <p>We can transfer the Security Deposit to another Government approved Tenancy Deposit Scheme or change the person who holds the Security 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.</p>
5.3	You will not receive interest on the Security 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.
5.4	<p>You will get the Security Deposit back when this agreement ends and you leave the Property, as long as you have kept to all terms and conditions of this Agreement. If you do not do so, we may take from your deposit:</p> <ul style="list-style-type: none"> • Any rent, or other money you owe us which we have told you about and which remains unpaid after the end of the tenancy; • The reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by you of your obligations under this Agreement, including but not limited to, those relating to the cleaning of the Property or its Fixtures or Fittings and the removal or storage of any goods that you leave or refuse to remove at the end of the Tenancy; • Any unpaid accounts or charges for electricity, gas, water, phone, communication services and council tax incurred at the Property that you are

	<p>responsible for paying under this Agreement where we have incurred a loss as a result of your failure to pay;</p> <ul style="list-style-type: none"> Any compensation for damage to the Property and/or its Fixtures and Fittings and for missing items for which you 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 our responsibility. 								
5.5	If the Security Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.								
5.6	<p>If you are all content to appoint a lead tenant for the purposes of managing the Security Deposit,</p> <p>Name of Tenant Representative (Lead Tenant):</p> <p>Is chosen to deal with the Security Deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the Security Deposit. As soon as is practicable at the end of the Tenancy, we will return any Security Deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.</p> <p>Where no lead tenant is agreed, as soon as is practicable at the end of the Tenancy, we will return the Security Deposit minus any agreed deductions or money still in dispute. A proportion of the Security Deposit will be allocated to each tenant or person paying towards the Security Deposit individually. This proportion will be based on the respective amounts of the Security Deposit paid by them at the start of the Tenancy, minus a proportion of any agreed deductions or money still in dispute.</p>								
5.7	<p>If someone else has paid towards the Security Deposit other than the Tenant, then you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the Security Deposit are the Tenants.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NAME:</td> <td></td> </tr> <tr> <td>FULL ADDRESS INCLUDING POSTCODE:</td> <td></td> </tr> <tr> <td>EMAIL ADDRESS:</td> <td></td> </tr> <tr> <td>MOBILE NUMBER:</td> <td></td> </tr> </table>	NAME:		FULL ADDRESS INCLUDING POSTCODE:		EMAIL ADDRESS:		MOBILE NUMBER:	
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6.	EFFECT OF TERMINATION								
6.1	Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.								

7.	SERVING NOTICES AND OTHER PRESCRIBED INFORMATION
7.1	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. 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.
7.2	You agree that the How to Rent Guide, Gas Safety Inspection Report (if applicable), Electrical Installation Condition Report, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in Clause C.7.1 above or via email to the email address(es) you provided at A.13.2 of this Agreement.
7.3	Any notices you need to serve on us can be sent by first class post or delivered to our address at Clause A.13.1 or the address at Clause A.2. above. Alternatively, you may Email notices to smcproperties@virginmedia.com
7.4	Any notices sent in accordance with Clause C.7.1 will be deemed to have been received: <ul style="list-style-type: none"> • In the case of first class post, two working days after service; • In the case of Email, on the next working day; • If the notice is left at the Property before 4.30pm on a working day, on the same day; • If the notice is left at the Property at any time, on the next working day.
8.	ENDING THE TENANCY
8.1	To end the periodic continuation of the tenancy you must provide us with written notice you intend to leave to the address provided in Clause A.13.1 of this Agreement or, if we consent to service of that notice via email then to the email address provided in Clause C.7.3. of this Agreement. The notice must end on the last day of the Rental Period and must be of sufficient length to be considered valid. This means that for tenancies where: <ul style="list-style-type: none"> • the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least twenty-eight days in length. • the Rent is paid monthly the notice must be at least one calendar month in length.
8.2	We have the right to recover possession of the Property by lawful means if: <ul style="list-style-type: none"> • you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;

	<ul style="list-style-type: none"> • you (or any of you) become bankrupt; • any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance); • the arrangements for us to repossess the Property in Section 21 of the Housing Act 1988 apply; • The Tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy); <p>This clause 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.</p>
8.3	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 but agreement to take back the Property or Tenancy will not be unreasonably withheld.
8.4	We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 of the Housing Act 1988.
9.	SPECIAL CONDITIONS
9.1	Additional HEAD LEASE T&C's to go here.

SIGNED AS AN AGREEMENT

By signing this Agreement you confirm and agree that:

- you have had the opportunity to read and understand the documentation provided in draft format and discuss any issues or concerns prior to occupancy;
- you have been provided with a Tenancy Pack Parts 1 and 2, an appliance instruction booklet and a USB memory stick containing a photographic record of the Property contents and condition;
- you will read all the documentation provided within fourteen days of signing this Agreement;
- you will hand back the Tenancy Pack Part 2, appliance instruction booklet/s and USB memory stick at the end of the Tenancy.

Between us, the Landlord

PROPERTY MANAGER NAME	DEBRA CHAPPELOW
PROPERTY MANAGER SIGNATURE	
PROPERTY MANAGER EMAIL ADDRESS	smcproperties@virginmedia.com
PROPERTY MANAGER MOBILE NUMBER	07833 444610
DATE	

And you, the Tenant

LEAD TENANT NAME	
LEAD TENANT SIGNATURE	
DATE	

TENANT 2 NAME	
TENANT 2 SIGNATURE	
DATE	

DRAFT