**Assured Shorthold Tenancy Agreement**

This Agreement creates an **Assured Shorthold Tenancy** as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of Section 21 of the Housing Act 1988 at any time after EXIT DATE by serving upon the tenant at least two months’ notice in writing.

**This Agreement** is made on DATE

**Between**:
Perrymead Estates Limited

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
of
Unit 1, 2 Gedling Street, Nottingham, NG1 1DS
(“the Landlord”) of the one part; and

TENANTS NAMES

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
of

CURRENT ADDRESS OF TENANTS

(“the Tenant(s)”) of the other part

**It is Agreed** **as follows:**
**1 The Premises**
The Landlord lets and the Tenant takes all those residential premises known as:
FLAT NUMBER, 3-4 Kayes Walk, The Lace Market, Nottingham, NG1 1PY
(“the Premises”)

1. **The Term**

The tenancy will be for a fixed term from and including the START DATE
(“the Commencement Date”)
to and including the END DATE
(“the Expiration Date”)

**3 The Rent**
3.1 The Tenant will pay rent to the Landlord at the rate of RENTAL AMOUNT per calendar month without prior deduction or set off against the Deposit and exclusive of Council Tax, Electricity, Water and Licenses. The tenant will be responsible for set up and payment of TV License, broadband and phone line.

3.2 The rent is payable monthly in advance by Direct Debit, facilitated by gocardless.com during the Term. The first payment will be taken on the START DATE for the period of one month. All subsequent payments will be on the PAYMENT DATE of each month.

3.3 The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.

**4 Type of Tenancy and Termination**
4.1 This Agreement creates an **Assured Shorthold Tenancy** as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of Section 21 of the Housing Act 1988 at any time after EXIT DATE by serving upon the tenant at least two months’ notice in writing.

4.2 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by serving a Section 8 notice and by applying to the court for an order of possession if any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, which include but are not limited to rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement).

4.3 This agreement may be terminated by the Tenant giving to the Landlord at least one month notice to expire at the end of a Tenancy period after the fixed term as specified in clause two above.

**5 Landlords Fixtures and Fittings**
5.1 The tenancy will include the Landlord’s Fixtures and Fittings (“the Fixtures and Fittings”) in the Premises including all matters specified in the Inventory (“the Check-In Inventory”) which will be prepared by the landlord or the Landlord’s agent at the Landlord’s expense.

5.2 The Landlord will arrange for the Premises to be inspected at the termination of the tenancy (at the end Landlord’s expense) for the purpose of comparing the condition of the Premises and the Fixtures and Fittings with that specified in the Inventory that will have been prepared prior to the commencement of the tenancy.

5.3 The Tenant will not remove any of the Fixtures and Fittings from the Premises to store them in the loft, basement or garage (if any) without obtaining the Landlord’s prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises the Tenant agrees to leave all of the Landlords Fixtures and Fittings in the places in they were in on the Commencement Date or as specified in the Inventory.

5.4 The Tenant will not remove the Fixtures and Fittings as specified in the Inventory or any part thereof or any substitute Fixtures and Fittings from the Premises

**6 Deposit**

6.1 Upon the signing of this Agreement (or in advance of this Agreement depending on specific arrangements) the Tenant will pay to the Landlord/Agent DEPOSIT AMOUNT by way of a deposit (“the Deposit”) to be held by the Landlord’s Agent (the Landlord’s Agent is a member of The Dispute Service) as stakeholder between the parties throughout the period of the tenancy. A deposit can only be passed to a Landlord with written consent from the Tenant. At the end of the tenancy the deposit will be paid to the Tenant subject to the provisions of clauses 6.2 and 6.4. The Tenant will not be entitled to any interest on the Deposit. In the event of a dispute between the Landlord and the Tenant regarding any deductions from the Deposit the Landlord’s Agent will retain the disputes sums until there is an agreement between the Landlord and Tenant as to how the Deposit should be distributed or there is an order of the Court.

6.2 The Tenant will not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the grounds that the Landlord has in his or his Agent’s possession monies in respect of the Deposit.

6.3 The Deposit will be held in respect of:-
6.3.1 Any instalment of rent or any other monies payable under this Agreement which remain unpaid at the end of the tenancy.
6.3.2 Any damage to or cleaning of the Premises or to the Fixtures and Fittings and effects for which the Tenant may be liable.
6.3.3 Any other breach on the part of the Tenant of the Tenant’s obligations under this Agreement.
6.3.4 Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority.
6.3.5 Any damage caused or cleaning / fumigation required as a result of any pets occupying the Premises either with or without the Landlord’s consent.
6.3.6 Any costs expenses charges or other monies payable by the Tenant to the Landlord under this Agreement.

6.4 Subject to clauses 6.1, 6.2 and 6.5 of this agreement the Deposit will be returned to the Tenant within 21 working days of the Tenant’s departure from the Premises following the conclusion of the tenancy less any sums the Landlord claims to be entitled to deduct in accordance with clauses 6.2 above (if any).

6.5 If the monies due to the Landlord exceed the amount of the Deposit the amount of such excess will be paid by the Tenant to the Landlord within 14 days of written demand. The Deposit will (if appropriate) be returned to the Tenant by cheque addressed to the Tenant at his forwarding address or by bank transfer at the Landlord’s discretion.

6.6 In the event of a dispute between the Landlord and Tenant as to the extent of any deductions to be made from the deposit in accordance with the remaining provisions of this agreement the agent will retain the disputed monies pending resolution of the dispute.

6.7 Where the Tenant is more than one person the Landlord will not be obliged to refund any part of the Deposit on any change of persons who are “the Tenant”.

6.8 Where the Tenant is more than one person the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment will discharge the Landlord from any further liability in respect of the amount due under clause 6.3 above.

6.9 Any goods or personal effects belonging to the Tenant or members of the Tenant’s household which remain in the Premises for more than 14 days after the Tenant’s departure from the Premises will be deemed to have been abandoned and thereafter the Landlord may dispose of such goods.

6.10 In such circumstances the Tenant will:-
6.10.1 pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord will have all such items removed from the Premises and the Tenant will pay all costs incurred in respect of the removal of such items.
6.11.2 pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

6.11 The Deposit is safeguarded by the Deposit Protection Service (The DPS), The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Contact details as follows: T. 0330 303 0030 W. www.depositprotection.com

6.12 At the end of the tenancy:-
6.12.1 The Landlord/Agent must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
6.12.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
6.12.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of The DPS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
6.12.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
6.12.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.1 – 6.12 above.

**Tenant’s Obligations**

**7 Payment of Rent**
7.1 The Tenant agrees to pay the rent according to the terms of this Agreement whether formally demanded or not.
7.2 The Tenant agrees to pay interest upon any arrears of rent at the rate of 4% per annum above The Bank of England’s base rate from time to time on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.

**8 Condition of Premises Repair and Cleaning**

8.1 The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (except items which the Landlord is liable to repair under clause 34 of this agreement).

8.2 The Tenant agrees to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire and other insurable risks excepted unless the same results from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

8.3 The Tenant agrees to use the Premises in a reasonable manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the term. To deliver up the Premises and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant’s obligations and to deliver all keys to the Premises to the Landlord. The Tenant further agrees that where documentary evidence is produced by the Landlord that the premises were professionally clean immediately prior to the Tenancy that the Tenant will arrange and pay for professional cleaning at the conclusion of the Tenancy.

8.4 For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with clause 8.3.

8.5 The Tenant agrees to pay for the replacement or repair of any fittings as will be broken lost stolen damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless the same will result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) or at the option of the Landlord to compensate for the same.

8.6 The Tenant agrees to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

8.7 The Tenant agrees to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.

8.8 The Tenant agrees to replace all broken glass in the Premises with the same quality glass as soon as reasonably possible subject to clause 20.2 below.

8.9 The Tenant agrees to notify the Landlord in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.

8.10 The Tenant agrees that upon the Landlord or the Landlord’s Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the repairs within one month of the service of such notice or sooner where appropriate and if the Tenant will fail to comply with such a notice then the Landlord may seek possession of the Premises through the Courts on the basis that the Tenant is in breach of a fundamental clause of the tenancy agreement.

8.11 The Tenant agrees that the Landlord (and/or the Landlord’s contractors) will be entitled to enter upon the Premises (after submitting 24 hours’ notice to the tenant) to carry repairs where the nature of the damage is such that failure to act may cause further damage to the Premises.  The Tenant will be liable for all reasonable costs incurred by the Landlord in respect of carrying out such repairs where the Tenant is responsible for the damage.

8.12 The Tenant agrees to keep the windows of the Premises clean internally and externally so that the same will be cleaned not less than once every two months and to ensure that the Premises are adequately ventilated throughout the tenancy to avoid damage from condensation.

8.13 The Tenant agrees to clean all net curtains (if any) every two months and all other curtains at least annually.

8.14 The Tenant agrees that if any open fire or solid fuel heating is used in the Premises during the tenancy the Tenant will have all chimneys thoroughly swept and cleaned as often as necessary.

8.15 The Tenant agrees to take all reasonable and appropriate precautions including any such as may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat.

**9 Access and Inspection**

9.1 The Tenant agrees to allow the Landlord or the Landlord’s Agent (or any Superior Landlord –Leasehold Premises) only and all others authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than 24 hours’ notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain, repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.

9.2 The Tenant agrees to permit the Premises to be viewed during the tenancy at all reasonable times by prior appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord’s Agent to view the Premises and to erect for sale or to let boards at their discretion.

**10 Insurance**

10.1 The Tenant will not to do anything whereby the Landlord’s policy of insurance in respect of the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by breach of this provision. The Tenant’s belongings within the Premises are his responsibility to insure and are not covered by any insurance policy maintained by the Landlord.

10.2 The tenant agrees that in the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord or his agent and then to give them full written details of the incident within three days in order to enable the Landlord to make a claim to the Landlord’s insurance company.

10.3 The Tenant agrees that in the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord within three days.

10.4 The Tenant must hold insurance which protects against accidental damage to the Landlord’s contents, fixtures and fittings as per the Inventory. For the avoidance of doubt, the Landlord’s insurance is not providing any cover for the Tenant’s personal possessions. The Tenant is not obliged to insure their own possessions.

10.5 To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord’s insurance policy for each and any claim on the Landlord’s policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

**11        Assignment**
            The Tenant agrees  not to assign underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises.  (Not to take in lodgers or paying guests) without the Landlord’s written consent.

**12        Illegal or Immoral Use**

12.1     The Tenant will not use the Premises for any illegal immoral or improper use.
12.2     The Tenant will not use or consume in or about the Premises any prohibited or controlled substances or drugs.

**13        Inflammable substances and equipment**

The Tenant will not keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises.  Not to store or bring upon the Premises any articles of an especially combustible inflammable or dangerous nature.

**14        Nuisance and Noise**

14.1     The Tenant will not do anything upon the Premises which causes nuisance annoyance or damage to the Landlord or to owners or occupiers of any neighbouring adjoining or adjacent property.

14.2     The Tenant will not hold or conduct any social gathering and not to play any musical instrument or use any gramophone stereo radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring adjoining or adjacent property.

**15        Utilities**
15.1     The Tenant will not tamper or interfere with or alter or add to the gas water or electrical installations or meters in or serving the Premises.

15.2     The tenant agrees to pay all charges in respect of electricity consumed on the Premises together with all charges in respect of any telephone installed on the Premises and the television licence fee.  Charges falling due partly during and partly before or after the tenancy will be apportioned.

15.3     The Tenant will not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his agent immediately or at the termination of the tenancy.

15.4     In the event of any supply of electricity or telephone to the Premises being disconnected as a result of the non-payment by the Tenant then the Tenant will repay to the Landlord all costs reasonably incurred in connection with the reconnection of such service (including any arrears).

15.5     The Tenant will not change the telephone number without the prior written consent of the Landlord or procure the transfer of the telephone number to any other address.

**16 Animals and Pets**

The Tenant will not keep any domestic animals or birds in the Premises without the prior written consent of the Landlord which will not be withheld unreasonably.  If the Landlord gives his written consent to the keeping of any animal or bird on the Premises, then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord.  The Tenant also agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy and to provide a receipted invoice to the Landlord or the Landlord’s agent as written proof that he has complied with this clause.  For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with this clause.

**17 Use of the Premises**

The Tenant agrees to only use the Premises for the purpose of a private residence and not for any business purposes.

**18 Locks**
18.1 The Tenant will not install or change any locks in the Premises without the Landlord’s prior written consent.

18.2 The Tenant agrees that if any additional keys are made the Tenant will deliver all keys to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

18.3 The Tenant agrees that if any lock is installed or changed in the Premises without the Landlord’s prior written consent then the Tenant will forthwith remove and replace the same if so required by the Landlord and to make good any resulting damage.

**19 Alterations and Redecoration**

The Tenant will not decorate or make any alterations in or additions to the Premises or the Fixtures and Fittings and the Tenant will not cut, maim, puncture or injure any of the walls partitions or timbers of the same without the Landlord’s prior written consent.

**20 Empty Premises**

20.1 The Tenant will not leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without the first giving written notice to the Landlord of the intention to do so. Before leaving the Premises vacant for any period during the tenancy the Tenant will take adequate steps to ensure that the property is protected against the risk of damage by frost by either draining down all water supplies in or serving the same and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises are vacant.

20.2 The Tenant will ensure that at all times when the Premises are vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord such consent not to be unreasonably withheld. In the event of the control number being changed the Tenant will immediately notify the Landlord of the new number. In default of this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord in respect of restoring the system to an operational condition.

**21 Pipes and Drains**

21.1 The Tenant will not overload block up or damage any of the drains pipes wires cables or any apparatus or installation relating to the utility services serving the Premises.

21.2     The Tenant will keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts clear of obstructions and during the winter months the Tenant will take adequate precautions to avoid damage by frost and freezing.

21.3 The Tenant will not allow any oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

**22 Fixing of Items**

22.1 The Tenant will not place or exhibit any aerial satellite dish notice advertisement sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord’s written consent such consent not to be unreasonably withheld. Where such consent is granted the Tenant will pay all reasonable costs incurred by the Landlord to repair any resulting damage.

22.2 The Tenant will not affix any items to the walls of the Premises either internally or externally using glue nails screws picture hooks or sticky tape without the Landlord’s prior written approval.

**23 Washing**

The Tenant will not hang any washing clothes or other articles outside the Premises otherwise than in such places as the Landlord may designate or permit and the Tenant will not hang or place wet or damp articles of washing upon any item of furniture or room heater.

**24 Costs and Charges**

24.1 The Tenant will pay to the Landlord or his agent all reasonable costs and expenses incurred by the Landlord or his agent (to be assessed by the Court where appropriate proceedings have been issued) in respect of:-
24.1.1 the recovery from the Tenant of any rent or any other money which is in arrears;
24.1.2 enforcement of any of the provisions of this Agreement;
24.1.3 the service of any notice relating to the breach by the Tenant of any of the Tenant’s obligations under this Agreement whether or not the same will result in court proceedings.

24.2 Where agreement cannot be reached as to the reasonableness of any costs incurred in respect of matters referred to in clause 24.1 the level of costs will be determined by the Court. Any unsuccessful challenge to the costs claimed may result in additional charges being made for the costs of any court attendance.

24.3 The Tenant will pay the costs of any bank or other charges incurred by the Landlord or his agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant’s bankers.

**25 Refuse**

The Tenant agrees to remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

**26** **Smoking**

The Tenant will not smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlords prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent the Tenant will pay to the Landlord an additional sum equivalent to half of the Deposit referred to above to cover additional cleaning and / or redecoration costs the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Premises.

**27 Garden and Courtyard**

27.1 The Tenant will keep the garden (if any) in the same layout and character weed free and in good order throughout the Term and to cut the grass at least every 10 days during the growing season and the Tenant will allow any person(s) authorised by the Landlord or his agent to access the Premises for the purpose of attending the garden.

27.2 The Tenant will not do anything upon the Courtyard which causes nuisance annoyance or damage to the Landlord or to owners or occupiers of any neighbouring adjoining or adjacent property.
27.3 The Tenant may park any vehicles on any part of the property, or of the building, without the express permission of the Landlord.27.4 All rubbish and recyclable materials must be bagged appropriately and placed in the designated area provided for it to be disposed of.

27.5 Neither you, nor anyone you are responsible for under this agreement, may store any furniture on any part of the property, or of the building, without the express permission of the Landlord.

**28 Inventory and Checkout**
28.1 The Landlord will pay the costs of the checking of the Inventory and all the Fixtures and Fittings in the Premises at the termination of the tenancy. If the Tenant or any agent appointed by him fails to keep an agreed appointment with the Landlord or the Landlord’s agent to check the Inventory at the conclusion of the tenancy the Tenant will pay all reasonable costs incurred by the Landlord or the Landlord’s agent in making and attending a second appointment to check the Inventory. If neither the Tenant nor his agent keep the second appointment the Landlord or the Landlord’s agent will be entitled to check the Inventory at the appointed time in the absence of the Tenant or his representative.

**29 Notices**
29.1 The Tenant agrees to promptly forward to the Landlord or to his agent any notice of a legal nature delivered to the Premises touching or affecting the same its boundaries or neighbouring properties.

29.2 The Tenant agrees to allow onto the Premises any party that may reasonably require access to effect work to a neighbouring property or any boundary divide.

**30 Leasehold Premises**

 Where the Premises are held by the Landlord under the terms of a lease and a copy of that lease has been provided to the Tenant prior to the signing of this Agreement the Tenant hereby agrees to observe and perform all of the lessee’s covenants contained within the lease so far as they relate to the Tenant as occupier of the Premises.

**Landlord’s Obligations**

**31 Tenants Enjoyment of the Premises**

 The Landlord will allow the Tenant to peacefully hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

**32 Insurance**
 The Landlord will insure the Premises and the Fixtures and Fittings specified in the Inventory to their full value with an insurance company of repute under a householder’s comprehensive policy.

**33 Interest and Consents**

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

**34 Repair**
34.1 The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory.  This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.

34.2 This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for making use of the supply of water and electricity) the Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

**35 Taxation**

In the event that the Landlord’s normal place of abode is not within the United Kingdom he will appoint a rent collection agent in the UK to whom the rent due under the terms of this Tenancy Agreement will be paid with immediate effect.  In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

**36 Safety Regulations**
36.1 The Landlord confirms that all the furniture and equipment within the Premises and detailed in the Inventory comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.

36.2 The Landlord confirms that all gas appliances within the Premises and detailed in the Inventory comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the safety check certificate will be given to the Tenant at the commencement of the tenancy.

36.3 The Landlord confirms they have been strongly advised to make sure that all of the electrical appliances in the Premises as detailed in the Inventory comply with the **Electrical Equipment (Safety) Regulations 1994**.

**General Definitions**

**37 Obligations**

The Landlord and the Tenant acknowledge that all clauses within this agreement that require them to undertake or prevent specified acts also require them to prevent any other person(s) breaching the terms of this agreement.

**38 Reimbursement**

Where the Landlord is entitled to do anything at the cost or expense of the Tenant then the Tenant will pay the amount incurred to the Landlord within 14 days of written demand.

**39 Definitions of Words and Phrases Used in this Agreement**
39.1 References to “the Premises” include referred to any part or parts of the Premises and the boundaries of the Premises.

39.2 References to the male gender will include the female gender.

39.3 References to “the Fixtures and Fittings” include reference to any of the fixtures and fittings furnishings or effects floor ceiling and wall coverings.

39.4 References to “the Term” or “the tenancy” include any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term specified in clause 2.

39.5 References in this Agreement to “water charges” include references to sewerage and environmental service charges.

39.6 The expression “Landlord(s)” will include any person who holds an entitlement to the legal ownership of the premises at the conclusion of the tenancy hereby created.

39.7 The expression “Agent” will include any person who is employed by the Letting Agency that has been formally instructed by the Landlord to act as a third party.

39.8 The expression “Superior Landlord” refers to the Freeholder owner of premises where the person named in this agreement owns the premises under the terms of lease.

**40 Joint and Several Liability**

Where “the Tenant” is more than one person the Tenant’s liability under this agreement will be joint and several and liability upon all persons named as Tenants in this agreement.  The Landlord is therefore entitled to enforce the terms of this agreement against all or any one of the Tenants as he deems appropriate until all liabilities falling upon “the Tenant” have been discharged in full.

**Enforcement of Obligations**

**41 Breaches of this Agreement by the Tenant**
41.1 If at any time during the tenancy:-
41.1.1 The Tenant fails to pay the rent or any part of the rent for more than 14 days after the payments is due;
41.1.2 The Tenant fails to observe or perform any agreement or obligation under this agreement;
41.1.3 The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
41.1.4 The Tenant leaves the Premises vacant or unoccupied without consent

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action will not alter any other rights or obligations provided for in this agreement unless the Court or Tribunal rules otherwise.

**42 Notices**
42.1 The Landlord hereby notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is the same address as outlined in page one of this Agreement.

42.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant will be sufficiently served if sent by ordinary first class post to the tenant at the tenanted property or the last known address of the tenant or left addressed to the tenant at the tenanted property.  This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

**43 Destruction of the Premises**

If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent will cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

**44 Data Protection**

 We collect your full name, current registered address, as well as details of your guarantor where applicable, along with a copy of your passport details for ID checking and right to rent purposes.

We collect this data on the basis that it is necessary in order to fulfil this contract between you, the lessee of the property and Perrymead Estates ltd. the lessor.

We use this data in order to establish your suitability as tenants and set up the payment agreement between the respective parties on the contract.

Your data is held in private servers located within the EEA for as long as is necessary to fulfil this contract. In deciding how long we hold this data we take into account both the full term of the contract including extensions and any legal and fiduciary responsibilities that we have beyond that term.

Limited automated processing or decision-making can take place by the external referencing agency used through the Openrent service. Please see their privacy policy regarding this. The data is only used for credit referencing and establishing eligibility to rent. Beyond this usage, we engage in no automated processing or decision-making relating to your data.

This data is also shared with the following organisations in order to help us to manage your details:

Gocardless

Openrent

Deposit Protection Service

Docusign

Re-Leased

Xero

The privacy statements relating to the ways in which they process your data are available here:

GoCardless - <https://gocardless.com/legal/privacy/>

Openrent - <https://www.openrent.co.uk/privacy>

Deposit Protection Service - <https://www.depositprotection.com/privacy-policy/>

Docusign - <https://www.docusign.co.uk/company/privacy-policy>

Re-Leased - <https://global.re-leased.com/privacy-policy>

Xero - <https://www.xero.com/uk/about/terms/privacy/>

44.1 You have the following rights relating to the data which we hold:

1. You have the right to view the data which we hold on you at any time
2. You have the right to amend the data which we hold on you at any time
3. You have the right to request deletion of the data which we hold on you except where the data is still required in order to fulfil this contract
4. You have the right to lodge a complaint with the Information Commissioner’s Office ([www.ico.gov.uk](http://www.ico.gov.uk))

To exercise your rights under the GDPR and the UK Data Protection Act 2018 please contact berta@braemoregroup.com with your request.

**SIGNED** by the Tenant(s)

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**SIGNED** by the Landlord(s)

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Prescribed Information for the Deposit Protection Scheme will follow in a further document.