

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
- 8.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 8.10.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.11 Usage

To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 8.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

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8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 8.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape or other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.

8.18 Washing

Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and charges

8.19.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

8.19.2 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

8.20 Refuse

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

8.21 Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

8.22 Garden

To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and check-out


The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Headlease

If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.

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8.26 Smoke alarms and Carbon Monoxide detectors

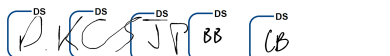
- 8.26.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.
- 8.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

8.27 Burglar alarms

- 8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.
- 8.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 8.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

8.28 Immigration Act

If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.





9 The Landlord agrees with the Tenant as follows:**9.1 Quiet enjoyment**

That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 Interest and consents

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 this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.

9.4 Repair

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 Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 Safety regulations

9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

9.6 Legionella

The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

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10 It is mutually agreed as follows:

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 Rent review

It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

10.3 Repair

10.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

10.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

10.4 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

10.5 Data protection and confidentiality

The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at:

https://www.surepropertysolutions.co.uk/index.php?option=com_content&view=article&id=31&Itemid=101

10.6 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

10.7 Forfeiture

If at any time the rent or any part of the rent shall remain unpaid for 14 days for a tenancy in England and 7 days for a tenancy in Wales after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

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10.8 Interruptions to the Tenancy

- 10.8.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 10.8.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

10.9 Notices

- 10.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is 31 Upper St James Street, Brighton, BN2 1JN
- 10.9.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 10.9.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own:
jaypusey2003@gmail.com billybarnby@gmail.com calbarnett2@icloud.com cameron@thestowells.co.uk
Daniel.kempin03@gmail.com

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

info@surepropertyolutions.co.uk

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

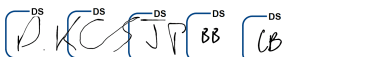
- 10.9.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

10.10 Jurisdiction

This Agreement will be subject to the jurisdiction of the Court in England and Wales.

10.11 Documentation

The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

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PERMITTED OCCUPIERS

All those named below are Permitted Occupiers under this Agreement and are bound by all of the terms and conditions there in as if they were a Tenant apart from the Payment of rent.

There are no Permitted Occupiers residing at the Premises.

Signed:		Signed:		Signed:	
Date:		Date:		Date:	

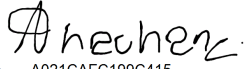
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AGREEMENT SIGNED BY THE LANDLORD/AGENT

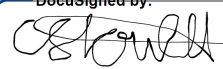
Signed:	DocuSigned by:  A021CAEC199C415...		
Print name:	Akta Chauhan	Date:	08-09-2023

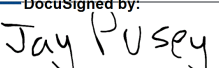
Signed by the Landlord/Agent on behalf of all Landlords listed in the Agreement.

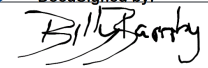
AGREEMENT SIGNED BY THE TENANT(S)

Where there are Guarantors to this Agreement, each Guarantor shall sign a separate *Deed of Guarantee* which shall be affixed herein and form part of the Agreement.

Signed:	DocuSigned by:  76219B0B8C0244C...		
Print name:	Daniel Kempin	Date:	27-07-2023

Signed:	DocuSigned by:  47320A74765447C...		
Print name:	Cameron Stowell	Date:	19-07-2023

Signed:	DocuSigned by:  F6810C2240EA4FD...		
Print name:	Jay Pusey	Date:	20-07-2023

Signed:	DocuSigned by:  146EE28EC25743E...		
Print name:	Billy Barnby	Date:	20-07-2023

Signed:	DocuSigned by:  9A781E0E0B4E45D...		
Print name:	Callum Barnett	Date:	19-07-2023

Signed:			
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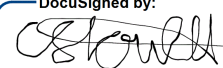

SPECIAL TERMS AND CONDITIONS

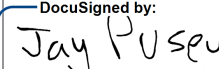
Any clause contained below shall supersede the equivalent clause within the standard terms of the Agreement. These clauses are negotiated individually between the Landlord (or their Agent) and the Tenant—they have not been vetted or approved by PropertyMark.

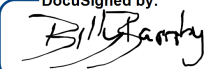
- 11.1 Notwithstanding clause 8.22.1 The landlord agrees to keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged and shrubs and trees pruned at the Landlord's cost however the Tenant agrees not alter the character or layout of the garden or grounds and not to leave any waste and rubbish, such items will be removed at the Tenant's cost.

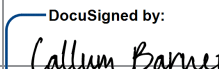
SPECIAL TERMS AND CONDITIONS SIGNED BY THE TENANT(S)

Signed:	DocuSigned by: 
Print name:	David Kempin
Date:	27-07-2023

Signed:	DocuSigned by: 
Print name:	Cameron Stowell
Date:	19-07-2023

Signed:	DocuSigned by: 
Print name:	Jay Pusey
Date:	20-07-2023

Signed:	DocuSigned by: 
Print name:	Billy Barnby
Date:	20-07-2023

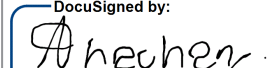
Signed:	DocuSigned by: 
Print name:	Callum Barnett
Date:	19-07-2023

Signed:	
Print name:	
Date:	


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Print name:	
Date:	

Signed:	
Print name:	
Date:	

SPECIAL TERMS AND CONDITIONS SIGNED BY THE LANDLORD/AGENT

Signed:	DocuSigned by: 	
Print name:	Akta Chauhan	Date: 08-09-2023

Signed by the Landlord/Agent on behalf of all Landlords listed in the Agreement.

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