

# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

## ***Important Notice***

This document contains the Terms of the Tenancy of . It sets out the promises made by the Tenant to the Landlord and vice versa.

**You should read this document carefully and thoroughly.** You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice from a solicitor or a Citizens Advice Bureau or you can visit [www.direct.gov.uk](http://www.direct.gov.uk) before signing.

**Both parties are strongly advised to obtain confirmation in writing when the Landlord or the Landlord's Agent gives the Tenant consent to carry out any action under this Agreement**

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

'Particulars page'

DATE:

**PARTIES:**                      **"The Landlord":**                      M&G RPF Nominee 1 Limited and M&G RPF  
  
   **Of Address:**                      Nominee 2 Limited as trustees for M&G RPF  
   Limited Partnership C/O Savills (UK) Limited of 33  
   Margaret Street, London, W1G 0JD ("Savills")

**"The Tenant":**

**Of Address:**

**"The Guarantor":**

**Of Address:**

**PREMISES:**

**PARKING:**                      N/A

**OUTSIDE SPACE:**                      N/A

**TERM:**                      From and including  
   To and including

**BREAK CLAUSE:**

**RENT:**                      \_\_\_\_\_ (\_\_\_\_\_ Pounds) per month and for the avoidance of doubt  
   the payment period of this tenancy is monthly.

**PAYABLE:**                      \_\_\_\_\_ (\_\_\_\_\_ Pounds). The first payment shall be made so as to  
   be cleared funds on or before the day prior to start date. Thereafter  
   payments shall be made so as to be cleared funds on the \_\_\_\_\_ day of  
   each month.

**DEPOSIT:**                      The Deposit of \_\_\_\_\_ (\_\_\_\_\_ Pounds) is paid by the  
   Tenant to the Agent to be held by Savills as stakeholder. Savills is a member of  
   the Tenancy Deposit Scheme.

**PERMITTED OCCUPIER (if any):**

**LANDLORD'S AGENT: Savills (UK) Limited of 33 Margaret Street, London, W1G 0JD  
("Savills")**

## 1 Definitions

- 1.1 "Fixtures and Fittings" include reference to the fixtures, fittings, furniture, effects, floor, ceiling or wall coverings, and equipment and appliances belonging to the Landlord.
- 1.2 "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 1.3 "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures & Fittings in the Premises, including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy after the Check-In Report has been prepared.
- 1.4 The expression "Landlord(s)" shall include any person owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises and the expression "the Tenant" includes anyone entitled to possession of the Premises under this Agreement.
- 1.5 "The Landlord's Agent" is Savills (UK) Limited or any other Landlord's Agent appointed by the Landlord from time to time to manage the Premises.
- 1.6 The "Policy" means the Landlord's buildings and insurance policies and certificates of insurance.
- 1.7 "The Premises" may include any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord; unless they have been specifically excluded from the Tenancy. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- 1.8 "Professional Standard" is a high standard of cleanliness which would be expected from a competent cleaning contractor.
- 1.9 "Stakeholder" means that the Landlord's Agent holds the deposit as an independent third party on the terms set out in clause 5 of this Tenancy Agreement.
- 1.10 "Superior Landlord" means the person (if any) who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 1.11 Where more than one person comprise "the Tenant" or "the Guarantor" (if any), they will each be responsible for complying with the Tenant's and/or the Guarantor's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations, including payment of Rent, and claim damages against any one or more of those individuals.
- 1.12 References to "the Term" or "the Tenancy" include any extension or continuation of the Tenancy, or any statutory periodic Tenancy arising after the expiry of the original Term or other period of holding over.
- 1.13 Reference in this Agreement to "water charges" includes references to sewerage and environmental service charges.
- 1.14 The "Deposit" is a payment made by the Tenant held by the Landlord's Agent for the duration of the Tenancy in accordance with clause 5.
- 1.15 "ICE" means the Independent Case Examiner who will deal with the return of the Deposit where there is a dispute at the end of the Tenancy which is referred to TDS.
- 1.16 "Member" means the Agent is a Member of the Tenancy Deposit Scheme.

- 1.17 The "Lead Tenant" is the person that acts on behalf of all Tenants (where there are multiple Tenants), jointly and SEVERALLY when dealing with the Deposit on the terms set out in clause 5 of this Tenancy Agreement. All the Tenants agree to the appointment of the Lead Tenant. If no Lead Tenant is specified then the first or only named Tenant ON THE TENANCY AGREEMENT PARTICULARS PAGE shall be the Lead Tenant.

## **The Main Terms of the Tenancy**

### **2 Premises and the period of Tenancy**

- 2.1 The Landlord lets to the Tenant the Premises for the Term for the tenancy period specified on the Particulars Page and at the rent stated.

### **3 Fixtures and Fittings**

- 3.1 The Tenancy shall include the Fixtures and Fittings in the Premises including all items specified in the Inventory and Schedule of Condition.

### **4 The Rent**

- 4.1 The Tenant shall pay to the Landlord or the Landlord's Agent the rent specified on the Particulars Page ("the Rent") in advance by banker's standing order (if required) and whether legally demanded or not. The first payment shall be made so as to be cleared funds on the \_\_\_\_ day of \_\_\_\_\_. Thereafter, payments shall be made so as to be cleared funds on the \_\_\_\_\_ of each payment period. Rent shall be paid by the Tenant to Bank: Barclays, Sort Code: 20-97-04, Account Number: 03417751, Account Name: Savills (UK) Ltd Client Account re MGRPF.
- 4.2 Acceptance by the Landlord or the Landlord's Agent of any payment or other consideration in connection with the Premises from any other person other than the Tenant named in this Agreement shall be strictly on the basis that such payments are made for and on behalf of the Tenant only and shall not be taken or deemed to imply that the payer or drawer is recognised under this Agreement as having any rights to a Tenancy or to any rights of occupation of the Premises even if the said payer or drawer is a named occupier.
- 4.3 It is agreed that if notwithstanding the signing of this Agreement any monies due should be unpaid the Tenant shall not be entitled to take occupation – and that if within 5 working days hereof such or any monies shall remain unpaid then the Landlord may by immediate written notice rescind this Agreement without liability.

### **5 The Deposit**

- 5.1 The Tenant shall pay the Deposit specified on the Particulars Page ("the Deposit") to the Landlord's Agent in advance in cleared funds on or before the \_\_\_\_\_ to the Landlord's Agent which the Landlord's Agent will hold as stakeholders, upon the terms of this Tenancy.
- 5.2 The Deposit will be held in an instant access account named *Savills (UK) Ltd Client Account Re AM Tenant Deposits at Barclays Bank plc, PO Box 612, Ocean Way, Southampton, SO14 2ZP*. Any interest earned on this account will be retained by the Landlord's Agent and used to cover the Landlord's Agent's administration costs.

#### **5.3 The Deposit has been taken for the following purposes:-**

- 5.3.1 Any damage, or compensation for damage, to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 5.3.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.

- 5.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Premises for which the Tenant is liable.
- 5.3.4 Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

#### **5.4 At the end of the Tenancy:-**

- 5.4.1 The Landlord or Landlord's Agent must tell the Lead Tenant within a reasonable time (our aim is 10 working days) of the end of the Tenancy if they propose to make any deductions from the Deposit. Should the Landlord or the Lead Tenant not provide the Landlords Agent with either their agreement to the proposed deductions presented to them or their intention to dispute any of the proposed deductions within 21 days after the date the dilapidations schedule is provided to them, Savills will proceed in accordance with the check out report and the suggested deductions or release the deposit in full.

Should there be any maintenance or other issues during the tenancy this cannot be offset against the Deposit.

- 5.4.2 If there is no dispute the Landlord or Landlord's 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 a reasonable time (our aim is 10 working days) of the Landlord and the Lead Tenant agreeing the allocation of the Deposit.
- 5.4.3 The Lead Tenant should try to inform the Landlord or Landlord's Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 5.4.4 If, after 10 working days following notification of a dispute to the Landlord or Landlord's 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 Lead Tenant over the allocation of the Deposit, the dispute will (subject to the next sub-clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 5.4.5 There being multiple tenants, each of them agrees with the other(s) that the Lead Tenant may consent on behalf of all the others to use the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the Tenancy.
- 5.4.6 The statutory rights of the Landlord and the Lead Tenant to take legal action through the County Court remain unaffected by these provisions.
- 5.4.7 The Tenants agree to inform the Landlord and Landlord's Agent in writing of their decision to appoint a new Lead Tenant and to provide the name of the new Lead Tenant.

#### **6 Type of Tenancy**

- 6.1 This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

#### **7 General**

- 7.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 7.2 Where the Tenant is more than one person all obligations of the Tenant are joint and individual.

**THE TENANT FURTHER AGREES WITH THE LANDLORD** as follows:

**8 Energy Performance Certificate**

- 8.1 That the Tenant has been given and has received, prior to agreeing to the Tenancy, the Energy Performance Certificate relating to the Premises, if applicable.

**9 Late Payment of Rent**

- 9.1 To pay interest on any payment of Rent not made as set out in clause 4 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate shall be 3% above Bank of England Base rate calculated on a daily basis.
- 9.2 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.

**10 Utilities**

- 10.1 To notify each supplier of gas, electricity, water, other fuels and telecommunications or other suppliers of services to the Premises that this Tenancy has started.
- 10.2 To apply to such suppliers to put the accounts to provide the services into the name of the Tenant.
- 10.3 Not to tamper, interfere with, alter, or add to the gas water or electrical installations or meters in, or for the use of, the Premises.
- 10.4 Not to install a pre-payment meter without the consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.
- 10.5 To pay for all gas, electricity, oil fuel and water and other services which are supplied or used in the Premises during the Tenancy.
- 10.6 To pay for all charges made for the use of the telephone or broadband on the Premises during the Tenancy.
- 10.7 To inform the Landlord or the Landlord's Agent of any change to the supplier of the utilities to the Premises and provide the name and address of the new supplier to the Landlord or the Landlord's Agent at the termination of the Tenancy.
- 10.8 Not to request the telephone provider to change the telephone number without the prior consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld.
- 10.9 Not to cause the disconnection of the telephone or any of the other utility services connected to the Premises.
- 10.10 To pay for the licence fee or charges for the supply of any television set, cable television or satellite television in the Premises.
- 10.11 To arrange for the reading of the gas, electricity and water meter and notify each supplier of gas, electricity, water, other fuels and telecommunications or other suppliers of services to the Premises that this Tenancy has ended and with the meter reading taken, if applicable, at the end of the Tenancy.
- 10.12 To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 10.13 To pay the council tax, or to repay to the Landlord, when asked, any council tax accruing during the Tenancy and paid by the Landlord.

10.14 The Tenant consents to the Landlord or the Landlords Agent providing their name and date of birth to the water provider as required under the Water Industry Act 1991 and the Flood and Water Management Act 2010.

## **11 Further Costs to be paid by the Tenant**

11.1.1 the recovery from the Tenant of any Rent or any other money which is in arrears; or the obtaining of possession of the Premises or relating to any other breach by the Tenant of their obligations as set out in this Agreement.

11.1.2 the service of any notice relating to the breach of any of the Tenant's obligations under this Agreement.

### **Additionally the Tenant shall pay: *charges shown including VAT***

11.2 The cost of replacing lost keys Fobs or other security devices – at direct cost incurred together with the Landlord's agent's time reasonably incurred at £15.00 per hour.

11.3 Change of sharer – subject to the Landlord's agreement – any costs incurred by the Landlord's agent's up to £50 or for any reasonable costs incurred if these are higher than £50.

11.4 Early termination – subject to the Landlord's agreement – all costs, fees and charges incurred by the landlord for allowing early termination including the agent's existing or re-letting fees.

11.5 Stamp Duty Land Tax is payable to the HMRC if your tenancy term is less than seven years and the calculated net present value (NPV) of the rent paid is over £125,000.00 or if a premium is paid. The figure used is a cumulative figure meaning it might be two or three years into your tenancy that you might be liable to pay this tax. The first £125,000.00 rental paid is exempt and tax is only liable on any rental paid over this amount. HM Revenue & Customs have a NPV calculator on its website [www.hmrc.gov.uk/tools/sdlit/leases.htm](http://www.hmrc.gov.uk/tools/sdlit/leases.htm) and the Association of Residential Lettings Agents (ARLA) also have a basic calculator on its website ([www.arla.co.uk](http://www.arla.co.uk)). You will need to notify the HMRC of your tenancy should you be liable to pay SDLT or if you have any queries on the payment of this tax.

## **12 The Condition of the Premises: Repair, Maintenance etc. of Premises, Appliances**

12.1 To keep the interior and decoration of the Premises including any Fixtures and Fittings in the same condition throughout the Tenancy as stated in the Inventory and Schedule of Condition. The Tenant is not responsible for:

- the installations which the Landlord has a legal duty to repair;
- fair wear and tear;
- damage paid by the Landlord's insurance policy;
- fire damage unless it was caused by the negligence of the Tenant, the Permitted Occupier(s) or the Tenant's visitors.

12.2 To keep the Premises and the Fixtures and Fittings in a reasonable, clean and tidy condition.

12.3 To inform the Landlord, or the Landlord's Agent, as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises.

12.4 To keep all smoke alarms and carbon monoxide alarms in the same good working order as at the start of the Tenancy, to include testing all alarms regularly and replacing batteries when necessary.

12.5 To replace promptly all broken glass with the same quality glass, where the breakage was due to the negligence of the Tenant or the Tenant's visitors.

12.6 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

- 12.7 To replace (when broken) all electric light bulbs, fluorescent tubes and fuses.
- 12.8 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 12.9 To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the Tenant or the Tenant's visitors.
- 12.10 To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.
- 12.11 To pay to the Landlord the cost of any repairs to any appliance or equipment which is part of the Fixtures and Fittings resulting from such misuse or negligence of the Tenant. The Tenant shall promptly notify the Landlord or the Landlord's Agents of any such breakdown and not employ a contractor to replace same without prior authorisation except in an emergency.
- 12.12 At the commencement of the Tenancy for bathrooms that are not in regular use, or upon returning from leaving the premises vacant for periods of 14 days or more, the Tenants shall allow all hot and cold water outlets to run freely for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water there from. Further the Tenant agrees to regularly flush through and clean any shower heads within the Premises to avoid any possible water bacteria problems such as Legionella. Please visit Health and Safety Executive for further information <http://www.hse.gov.uk/>.
- 12.13 To ensure the temperature setting on the boiler remains set between 50 and 60°C for combination-boilers / 60 - 63°C if more than 15 litre capacity and it must not be adjusted.
- 12.14 Take all reasonable precautions to ensure children are supervised when they use the hot water taps in the Premises. Not to adjust or remove any Thermostatic Mixing Valve (TMV's) provided.
- 12.15 To ensure that the dehumidifier, if applicable, is emptied as specified in the manufacturers written instructions. Do not leave any clothing or soft furnishing on or near this equipment.

### **13 Landlord's Insurance**

- 13.1 Not to intentionally do anything and to take reasonable precautions to prevent anything being done that leads to the policy of insurance on the Premises, or Fixtures & Fittings not covering the losses that would otherwise be covered by the policy, provided a copy of the policy of Insurance has been given or shown to the Tenant at the start of the Tenancy.
- 13.2 To pay to the Landlord all reasonable sums, paid by the Landlord as increased insurance premium or necessary expenses incurred as a result of a failure by the Tenant to comply with clause 13.1 of this Agreement, provided a copy of the policy was given to the Tenant at the beginning of the Tenancy.
- 13.3 To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, within a reasonable time of the damage coming to the attention of the Tenant.

**Note** The Tenant is hereby notified that the Landlord's insurance cover does not extend to any of the Tenant's belongings and they are therefore strongly advised to insure their belongings with a reputable insurer.

### **14 The Right To Rent**

- 14.1.1 The Tenant warrants they have disclosed to the Landlord and the Landlord's Agent all adult occupiers who shall occupy the Premises as their only or main home. The Tenant further agrees to immediately notify the Landlord and the Landlord's Agent should there be any change in Tenant or occupier during the Term of the Tenancy, any extension, renewal or holding over period.



- 14.2 The Landlord and Tenant agree that all adult occupiers who shall occupy the Premises as their only or main home shall be named on the Tenancy Agreement.
- 14.3 If the Tenant breaches this clause then the Tenant agrees to reimburse the Landlord and or the Landlord's Agent any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.
- 14.4 It is a condition of the Tenancy Agreement that all adult occupier's have a valid Right to Rent in the UK in accordance with the provisions of the Immigration Act 2014 and other immigration laws.
- 14.5 For the avoidance of doubt occupiers are those aged 18 years or over and shall include but not be limited to family members, relatives, nanny, au pair and other household staff.
- 14.6 The Tenant agrees that the Landlord or the Landlord's Agent can use their personal information now, and in the future if required, to complete a Right to Rent check with the Landlord's Checking Service.
- 14.7 In the event the Tenant has no Right to Rent when the follow up check is completed the Landlord or the Landlord's Agent shall make a report to the Home Office. The Tenant acknowledges and agrees that a report to the Home Office will include submitting the occupiers personal information and contact details including present and future addresses, email addresses and telephone numbers.

## **15 No Assignment or Sub-letting**

- 15.3 Not to assign this Tenancy or the Premises.
- 15.4 Not to sub-let or part with or share the possession of the Premises; nor to take in lodgers or paying guests into the Premises; and;
- 15.5 Not to permit any persons other than the person named as the Tenant and the Tenant's immediate family; or the person named as Permitted Occupier in the Particulars Page to occupy or reside in the Premises. And in any event the permitted number of occupiers shall not exceed (four) persons at any time.

## **16 Notices**

- 16.3 To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or the Agent promptly upon receipt of any notice, order, or proposal.
- 16.4 To promptly forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Landlord's Agent.

## **17 Animals**

- 17.3 Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld, but which consent may be subsequently withdrawn, upon giving reasonable notice.

## **18 Cleaning during the Tenancy**

- 18.3 To keep the Premises and Fixtures and Fittings clean to a good standard including all linen, upholstery, soft furnishings, curtains, carpets or similar articles when required during the Tenancy, and to pay for the professional cleaning of such items at the termination of the Tenancy provided the Premises and Fixtures and Fittings were cleaned to a professional standard at the start of the Tenancy.
- 18.4 To clean the inside and outside of the windows of the Premises when required, during the Tenancy, and at the end of the Tenancy, provided the windows were clean at the start of the Tenancy.

- 18.5 To clean (and press) all window dressings such as net curtains, venetian blinds etc. (if any) when necessary.
- 18.6 To clean the chimneys annually.(if applicable )
- 18.7 To remove any oil or grease emanating from the Tenant's motor vehicle if deposited on any driveway or parking area of the Premises.

## **19 Use of the Premises**

- 19.3 To use the Premises for the purpose of a private residence only for the occupation of the Tenant and the Tenant's family.

19.4 Not to register a company at the address of the Premises.

19.5 Not to operate a business upon the Premises.

19.6 Not to use the Premises for any illegal or immoral purpose.

19.7 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law.

19.8 Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Premises, or to any neighbouring, adjoining, or adjacent premises; or the owners or occupiers of them. This shall include any nuisance caused by noise.

19.9 Not to make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Landlord's Agent nor cut or injure any walls or other parts of the structure of the Premises.

19.10 Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place within or outside the Premises that may lead to damage or deterioration to the items.

19.11 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord or the Landlord's Agent.

19.12 Not to keep or store any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use.

19.13 Not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Premises without the consent of the Landlord which will not be unreasonably withheld.

19.14 Not to hang any posters, pictures or other items in the Premises using nails, blu-tac, sellotape or their equivalents but only to hang posters, pictures or other items in the Premises using picture hooks with the Landlord's prior consent which will not be unreasonably withheld.

19.15 Not to carry out any redecoration of any part of the Premises without the previous consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.

19.16 Not to alter or extend the electric installation or wiring, or telephone installation or wiring, in the Premises.

19.17 To pay to the Landlord the cost of any repairs to any appliances in the Premises resulting from misuse of the appliance or negligence by the Tenant or the Tenant's visitors.

## **20 Drains**

20.3 To take reasonable precautions to keep all gutters sewers or cesspits (if any) drains sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

- 20.4 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes or cesspits (if any) which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant or the Tenant's visitors.
- 20.5 To take reasonable precautions not to put or allow any oil, grease or other harmful or corrosive substance to be put into the washbasins, toilet, sinks or drains.
- 20.6 Not to block any air vents and to keep all ventilation ducts clean and free from obstruction.

## **21 Garden (if included)**

- 21.3 To keep the garden in the same condition and style as at the commencement of the Tenancy, including cutting the grass when necessary and keeping all parts of the garden properly cultivated and neat and tidy.
- 21.4 To keep all borders, flower beds, paths, driveways and patios weeded and in good order.
- 21.5 To keep window boxes (if any) weeded and in good order.
- 21.6 To cut any grass regularly during the growing season.
- 21.7 Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.
- 21.8 To allow access to the Landlord's gardener if gardening services are provided by the Landlord.

## **22 House Plants and Annual Garden Plants**

- 22.1 For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plant or annual garden plant belonging to the Landlord, which has died, during the Tenancy.

## **23 Access, Viewing and Inspection**

- 23.3 To allow the Landlord or the Landlord's Agent or any Superior Landlord or any mortgagee or surveyor to enter the Premises with or without workmen and with all necessary equipment for the purpose of any inspection or carrying out repairs and any statutory obligations that the Landlord must comply with. Other than in the case of an emergency, the Landlord shall give the Tenant not less than 24 hours written notice.
- 23.4 To allow the Landlord or the Landlord's Agent to provide contractors with the Tenants contact details for the purpose of arranging access to enter the Premises to estimate, maintenance and or repairs and any statutory obligations that the Landlord must comply with.
- 23.5 To permit the Premises to be viewed by estate or letting agents and prospective tenants or purchasers at all reasonable times, by prior appointment, upon giving the Tenant reasonable notice, during the last two months of the Tenancy .
- 23.6 For the purpose of carrying out a premises check on behalf of our client which we are required to do during the Tenancy term the Tenant permits the Landlord or Landlords Agent to take photographs during the visit to evidence the condition of the premises.
- 23.7 To allow the Landlord or the Landlord's Agent to erect a reasonable number of "for sale", "sold", "to let", "let by" signs at the Premises during the last two months of the Tenancy.

## **24 Refuse**

- 24.3 To remove or pay for the removal of all rubbish from the Premises during, and at the end of, the Tenancy, by placing it in a secured plastic bin liner and depositing it in the dustbin or receptacle made available.

24.4 To dispose of all rubbish through the services provided by the Local Authority.

## **25 Temporarily Empty Premises**

25.3 To notify the Landlord or (if under Savills management) the Landlord's Agent in writing, before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.

25.4 Where the Premises shall be unoccupied by reason of the Tenants absence - be it on holiday or otherwise for a period of 14 days or more - upon returning to the Premises they shall allow all hot and cold water outlets to freely run for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water there from.

## **26 Locks, Alarms and Manuals**

26.3 To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.

26.4 To set the burglar alarm (if applicable) when the Premises are vacant.

26.5 Not to install or change any locks or alarm codes in the Premises without the prior consent of the Landlord, or the Landlord's Agent, except in the case of an emergency.

26.6 Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Landlord's Agent of the number of additional keys cut and to provide them with a set promptly.

## **27 Head Lease (if any)**

27.3 To observe all the covenants, restrictions and obligations imposed on the Landlord by the Head Lease (if any) of the Premises provided a copy of the obligations under the Head Lease is attached/made available.

27.4 To compensate the Landlord for any breaches by the Tenant of the Landlord's obligations under the Head Lease (except payment of rents and service charges thereunder).

## **28 Car Parking Space (if included)**

28.3 To park roadworthy and taxed private motor vehicle(s) only at the Premises.

28.4 To park only in the space allocated to the Premises if a car parking space is included in the Tenancy.

28.5 Not to sublet the car parking space.

## **29 End of Tenancy**

At the end of the Tenancy the Tenant agrees:-

29.3 To give up the Premises with vacant possession to the Landlord and in accordance with the terms and conditions of this Agreement.

29.4 To remove all goods or personal effects of the Tenant from the Premises upon the expiration of the Tenancy and to hereby authorise the Landlord or the Landlord's Agent to dispose of any belongings left behind by the Tenant, seven days after the termination of the Term, by total destruction if necessary, and to pay the Landlord in respect of any third party claims on these goods or effects.

29.5 Immediately prior to the expiry of the Tenancy to have the electricity, gas and telephone and water meters read and to discharge forthwith all outstanding accounts in respect of such services.

- 29.6 the cleaning of the Premises and the Fixtures and Fittings to the same professional standard of cleanliness in which they were provided at the start of the Tenancy and in particular all linen, upholstery, soft furnishings, curtains, carpets or similar articles which may have become soiled during the Tenancy.
- 29.7 To provide a forwarding address to the Landlord or the Landlord's Agent as soon as reasonably possible but in any event immediately before the end of the Tenancy. This address will be required for administration purposes and the necessary procedure to return the Deposit.
- 29.8 To immediately return all keys, remote controls, or other security devices to the Landlord, or the Landlord's Agent.

### **30 PROVISIONS FOR RE-ENTRY**

#### **THE LANDLORD AND THE TENANT AGREE:**

- 30.3 If at any time:
- (a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
  - (b) if any of the Grounds 2, 8, 10 to 15 and 17 as set out in Schedule 2 of the Housing Act 1988 apply; or
  - (c) there are any breaches of the Tenant's agreements and obligations in this Tenancy Agreement; or
  - (d) if any of the Tenants are declared bankrupt under the Insolvency Act 1986; or
  - (e) the Premises shall be left unoccupied and abandoned for more than 14 days without the consent of the Landlord;

then the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with all statutory obligations; and where necessary obtaining a court order PROVIDED that the Tenancy hereby created shall be terminated but without prejudice to any right of action which the Landlord may have to recover all such rent in arrears and damages in respect of any breach of this Agreement.

#### **THE LANDLORD AGREES WITH THE TENANT as follows:**

### **31 Quiet Enjoyment**

- 31.3 To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

### **32 Consent to Let**

- 32.3 To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagee, insurers, or others).

### **33 Statutory Repairing Obligations**

- 32.1 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences); for space heating or water heating; but not other fixtures, fittings, and appliances for making use of the supply of water gas and electricity. This obligation arises only after notice has been given to the

Landlord or the Landlord's Agent by the Tenant and excludes liability if the Tenant has damaged the Premises or installations.

### **34 Insurance**

- 33.1 To insure the buildings and Landlords contents of the Premises under a general household policy with a reputable insurer. To provide a copy of the relevant insurance Schedule and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

### **35 Repair of Appliances**

- 34.1 To keep in repair and proper working order all mechanical and electrical items, including any TV aerial or satellite dish belonging to the Landlord and forming part of the Fixtures & Fittings, unless the repair to the appliances is due to the negligence or mis-use of the appliance by the Tenant or the Tenant's visitors.

### **36 Safety Regulations**

- 36.3 To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 36.4 To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety report/certificate will be given to the Tenant at the start of this Tenancy and within 28 days of annual renewal.
- 36.5 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

### **37 Head Lease**

- 37.3 If the Premises are held under a superior lease ("the Head Lease") to comply with all the obligations imposed upon the Landlord by a Superior Landlord.
- 37.4 To take all reasonable steps to ensure that the Superior Landlord complies with its obligations under the Head Lease.

### **38 Cleaning**

- 38.3 The cleaning of the Premises and the Fixtures and Fittings to a professional standard including all linen, upholstery, soft furnishings, carpets, curtains, kitchen and bathroom fittings and windows prior to the commencement of the Tenancy.

### **39 Taxation**

- 39.3 To appoint a rent collection agent in the United Kingdom to whom the Rent due under the terms of this Agreement will be paid if the Landlord's normal place of abode is not within the United Kingdom.
- 39.4 Provided that if no rent collection agent is appointed, the Tenant may deduct any sums from the Rent which are legally required by the Income Tax Act 2007 or any subsequent legislation and then to pay the amount so withheld to HM Revenue & Customs immediately.

**IT IS MUTUALLY AGREED** as follows:

### **40 Fire Damage and Other Risks**

- 40.3 If the Premises are destroyed or become uninhabitable by fire or any other risk against which the Landlord holds insurance (except if such event is caused by act or negligence of the Tenant) and without prejudice to any rights of subrogation of the Landlord's insurers and/or any liability of Tenant in respect of such damage then the Rent shall cease to be payable until the Premises are reinstated and become habitable; unless the whole or part of the insurance

monies are not recoverable because of any act or omission of the Tenant, his family or the Tenant's visitors.

- 40.4 If the whole of, or part of the Premises are still uninhabitable after one month, then subject to the provisions of the Housing Act 1988, either party may terminate this Agreement immediately by giving written notice to the other party.

#### **41 Data Protection and Sharing Personal data**

- 41.1 The Landlord, and or their Agent agree to comply with their obligations under the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") (together, the "Data Protection Laws") which means they will:
- 41.2 Securely hold, process and, where required to do so, destroy any personal data (as per Savills retention policy, [Savills.co.uk/privacynotice](https://www.savills.co.uk/privacynotice)) held in relation to this Tenancy and in accordance with the Data Protection Laws.
- 41.3 Provide full co-operation, information and assistance to the other Parties in light of any breach, complaint, Notice or communication related to the above and the Data Protection laws.
- 41.4 The Landlord, and or their Agent, the Tenant, any Guarantor and any Other Occupiers agree that they will:
- 41.5 Only share the personal data, including current and future addresses of all Tenants or any Guarantors and any Other Occupiers with the following:
- 41.6 Utility and other suppliers, contractors for the purpose of arranging access to enter the Property to estimate, or for maintenance and/or repairs and any statutory obligations to which the Landlord must comply, the local authority, credit or reference providers, debt collection companies or to the Landlords legal advisers for any legal proceedings
- 41.7 Any third parties when it is reasonably required for the operation, provision and maintenance of this tenancy agreement.
- 41.8 The Agent will correspond with the Landlord, Tenant and any Guarantor in the course of carrying out the services chosen by email, unless otherwise agreed or otherwise required.
- 41.9 The Agent will also make contact by email:
- Where the Landlord and Tenant have agreed the Agent may offer them similar products or services.
  - As long as the Agent give them the option to opt out at any time.

#### **42 The Landlord and Tenant Act 1987**

- 42.1 The Landlord notifies the Tenant in compliance with Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices including notices of proceedings may be served upon the Landlord is (1) if Savills are managing the Premises the address for Savills on the particulars page or (2) if there is no managing agent then the address of the Landlord on the particulars page or as subsequently notified in writing to the Tenant.

#### **43 Service of Notices**

- 43.1 The provisions regarding the service of Notices in Section 196 of the Law of Property Act 1925 apply and any Notices to be served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or at the last known address of the Tenant, and deemed delivered two working days after the day of posting (which excludes Saturdays, Sundays and Bank Holidays); or left addressed to the Tenant at the Premises and

deemed delivered on the next working day of delivery provided it is delivered before 5pm on the day of delivery (which excludes Saturdays, Sundays and Bank Holidays). This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to this Tenancy.

#### **44 Consumer Protection (Distance Selling) Regulations 2000**

- 44.1 The parties hereby declare that pursuant to Regulation 8(3) of the above regulations, the right to cancel this Tenancy Agreement afforded to the Tenant by the above regulations does not apply and accordingly there is no right on the part of the Tenant to cancel this Tenancy once the Tenancy Agreement has been exchanged and completed between the parties and the Tenant has taken occupation of the Premises.

#### **45 Common Areas**

- 45.1 Subject to the Building Rules and other provisions of this Lease, the Tenant shall have the non-exclusive access to, use of the Common Areas for purposes consistent with their intended use. All of the Common Areas shall be subject to (i) the exclusive but reasonable control, management and regulation of the Landlord and (ii) the terms of this Lease. The Tenant shall not obstruct or damage the Common Areas. Subject to the terms of this Lease, the Landlord shall have the right, from time to time, to change the location, size, appearance or configuration of the Common Areas, provided that such changes do not materially or unreasonably (a) limit the Tenant's access to the Premises, (b) reduce or eliminate the Landlord's provision of any amenities. The Tenant shall make no changes or alterations to the Common Areas and the Tenant shall not materially obstruct in any way the Landlord's or any other person's right of access, use of the Common Areas. All of the Common Areas which the Tenant may be permitted to use hereunder shall be used and occupied under a non-exclusive right for access and use with others. If the Common Areas are changed or restricted by the Landlord as set forth hereinabove or if the Tenant's use thereof is affected by the use of others as permitted hereinabove, the Landlord shall not be subject to any personal liability for diminution of use, nor shall the Tenant be entitled to any compensation or diminution or abatement of Base Rent, nor shall such change, restriction or use by others be deemed a constructive or actual eviction of the Tenant, excepting changes that materially and adversely affect the Tenant's Permitted Use.

**DO NOT SIGN THIS AGREEMENT UNLESS YOU INTEND TO BE BOUND BY IT**

**SIGNED by the Landlord**

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**SIGNED by the Tenant**

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**SIGNED by the Tenant**

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**SIGNED by the Guarantor**

.....



## **Balcony, Terrace and Communal Garden Rules**

The rules below are intended to ensure everyone's safety and keep the building looking at its best.

1. Care must be taken on balconies at all times. Residents should not sit on the balcony railings or place furniture against the balcony railings which would allow a child to climb to a height from which they could fall.
2. No fencing, walling or trellising is to be placed on balconies.
3. No alterations or additions to be made to existing surfaces (including decking).
4. No BBQs are permitted in any part of the building, including apartment balconies, patio areas, car parks and communal gardens. This list is isn't exhaustive.
5. The development is non-smoking and you are not permitted to smoke within any part of the building including apartment balconies, patio areas, roof terraces & play areas.
6. No furniture, plant containers or objects should be placed on balconies which are likely to cause damage to their surfaces.
7. Only appropriate furniture should be placed on balconies, i.e. small, outdoor table and chairs.
8. An excessive number of persons shall not be permitted to be **on the balcony** at any time.
9. Furniture, plant containers or other objects placed on balconies should bear a load no greater than that which would be considered appropriate for normal residential use and in particular are to exclude any excessive furniture loads (either permanent or temporary). For the avoidance of doubt this means that particularly large and heavy plant containers, heavy furniture and other objects should not be placed on the balconies.
10. In the interests of Health and Safety, under no circumstances should railings or balustrades be used as an anchor point for those undertaking maintenance works on the balcony or for the purpose of lifting items (including during removals) into or out of your demise.
11. No laundry or other articles are to be hung out on the balconies and no items are to be placed where they may fall from the balcony. No items are to be attached to the balustrades or handrails of the balconies.
12. Plants located on balconies must be properly maintained and adequately cut back so that they do not cause damage to the fabric of the building or affect your neighbour's light.
13. Please give consideration to drainage from your terrace if watering plants. Excessive watering often causes damage to the building and significant nuisance to neighbours.
14. All balconies, terraces and communal gardens are to be used in consideration of other residents and kept clean and tidy.
15. No televisions to be switched on or radios or musical instruments are to be played on balconies at any time. If you are entertaining guests, please be aware that noise travels and this may affect your neighbours' enjoyment of their property.
16. Nothing is to be thrown from the balconies (including cigarettes).
17. When major external works are undertaken to your property, it may be necessary to erect scaffolding on your balcony. If this occurs, you will be asked to remove any furniture or other items. If you fail to comply with this request and damage is caused to any such items, neither your Landlord, the contractor nor Savills can accept any liability.

## **Addendum**

The following are additional clauses for the Tenancy Agreement to which it is attached and which has been specifically negotiated between Savills on behalf of the Landlord and the Tenant

### **45 No Smoking**

- 45.1 The Tenant agrees not to smoke or permit any family/visitor or permitted occupier to smoke cigarettes, pipes or tobacco or any other substances upon or in the immediate vicinity of the Premises.

Notwithstanding this prohibition, the Tenant agrees to pay for the eradication of any odour of tobacco, or any burns to the Premises, Fixtures and Fittings or any discolouration of any decoration in the Premises as noted on the check out report of the Inventory and Schedule of Condition caused by smoking. The Tenant, his family/visitors or permitted occupiers are not permitted to smoke any substances in the Premises.

### **46 Pets**

Pursuant to Clause 17:

Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Landlord's Agent but which consent may be subsequently withdrawn, upon giving reasonable notice.

### **47 Break Clause (If Applicable)**

### **48 Furniture (If Applicable)**

### **49 Utilities (If Applicable)**

### **50 Guarantor (If Applicable)**

### **51 Permitted Occupier (If Applicable)**

**SIGNED by the Landlord**

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**SIGNED by the Tenant**

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**SIGNED by the Tenant**

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**SIGNED by the Guarantor**

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