

TENANCY AT WILL

THIS TENANCY AGREEMENT is made the *(day)* of *(date)*

BETWEEN:

(Landlord's name) of *(landlord's address)* OR the registered office of which is at *(address)* ("the Landlord"); and

(Tenant's name) of *(tenant's address)* OR the registered office of which is at *(address)* ("the Tenant").

NOW IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

1.1 In this Agreement the following expressions have the meanings given in this clause:

Interior	the internal coverings of the walls of the Premises, the floor and ceiling finishes of the Premises and the doors, door frames, windows, windows frames of the Premises.
Permitted Use	<i>(specify the permitted use).</i>
Permitted Hours	<i>(details).</i>
Premises	[the property known as] [all that area] <i>(address or description of the property).</i>
Rent	the rent of £ <i>(amount)</i> per month [plus VAT] [and shall be inclusive of any services the Landlord may supply to the Premises, non-domestic rates and water rates].
Tenancy	the tenancy granted by this Agreement.
VAT	Value Added Tax or any other tax or a similar nature.

1.2 Any reference in this Agreement to any clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this Agreement so numbered.

1.3 The clause headings do not form part of this Agreement and must not be taken into account in its construction or interpretation.

1.4 Words importing one gender are to be construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa.

1.5 Where any party comprises more than one person, the obligations and liabilities of that party under this Agreement are to be joint and several obligations and liabilities of those persons.

2. Tenancy at will

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this Agreement. The Landlord and the Tenant acknowledge that this Agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and the Landlord intends to demand the Rent and the Tenant has agreed to pay the Rent by reference to that period.

3. Rent

- 3.1 The Rent is to be paid in arrears at such time or times as the Landlord thinks fit.
- 3.2 On termination of the Tenancy, any Rent previously paid in respect of any period falling after the date of termination must be repaid to the Tenant immediately.
- 3.3 Neither the payment of any, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

4. The Tenant's obligations

The Tenant agrees and undertakes to:

- 4.1 Pay the Rent in accordance with clause 3.1.
- 4.2 Pay and indemnify the Landlord against all rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature payable in respect of the Premises during the currency of the Tenancy.
- 4.3 Keep the Interior clean, in repair and in good decorative order and make good any damage it causes to the Premises.
- 4.4 Not to make any alteration or addition whatsoever to the Premises.
- 4.5 Not use the Premises or any part of them otherwise than for the Permitted Use.
- 4.6 Not cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers.
- 4.7 Not to assign, sublet, charge, part with the possession of, or otherwise dispose of the Premises or any part of the Premises.
- 4.8 Not permit the Premises or any part of the Premises to be occupied by any person other than the Tenant and the Tenant's employees [and must not permit the Premises to be occupied by more than *(number)* persons].
- 4.9 Allow the Landlord, and all persons authorised by the Landlord, to enter the Premises at any [reasonable] time to ascertain whether the terms of this Agreement have been complied with.
- 4.10 Not to use the Premises outside the Permitted Hours.
- 4.11 Not to put up any signs at the Premises.
- 4.12 To pass on any notices or other correspondence received at the Premises and addressed to the Landlord.

5. Assignment

This Agreement is personal to the Tenant and is not assignable.

6. General

The Landlord gives no warranty that the Premises are legally or physically fit for the Permitted Use.

This Agreement has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

..... (*signature of Landlord*)

In the presence of a witness:

..... (*signature, name, address and occupation of witness*)

.....

..... (*signature of Tenant*)

In the presence of a witness:

..... (*signature, name, address and occupation of witness*)

.....

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