

AGREEMENT
FOR AN
ASSURED
SHORTHOLD TENANCY
(mydeposits)

Important Notice

This document contains the Terms of the Tenancy of
46a Charlotte Street
Leamington Spa
Warwickshire
CV31 3EB

It sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and 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 with which either party does not agree or that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

The Landlord or the Agent must download the Certificate from mydeposits website and give a copy to the Tenant.

THIS AGREEMENT IS MADE on the 16 March 2018

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Mr David Quain

Of 21/23 Clemens Street Leamington Spa CV31 2DW

("the Landlord")

AND

B. Mr Ege Yigiter, Mr Hamza Afzal

Of Flat 4, 7 Oak Hill Road, Surbiton, KT6 6EH

("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

**46a Charlotte Street
Leamington Spa
Warwickshire
CV31 3EB**

("the Premises")

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of **11 months**. The Tenancy shall start on and include the **1st September 2018** and shall end on and include the **31st July 2019**.

2. The Rent.

The Tenant shall pay to the Landlord or the Agent rent in advance by 3 instalments of **£4200.00**

On each of the following dates

- (a) 1st October 2018
- (b) 1st January 2019
- (c) 1st April 2019

And one further instalment of **£1260.00** payable on 15th August for the month commencing **01-09-18**.

3. The Deposit.

The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **£1260.00** as a Deposit which shall be held by the Agent or the Landlord as Stakeholder. The Landlord or the Agent is a Member of Tenancy Deposit Solutions Limited trading as mydeposits. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

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

5. Type of Tenancy.

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

6. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

6.1. "Landlord" means anyone 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.

6.2. "Tenant" means anyone entitled to possession of the Premises under this Agreement.

6.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

6.4. "Agent" means **Tara & Co Property Ltd** or anyone who subsequently takes over the rights and obligations of the Agent.

6.5. "Premises" includes 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 Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

6.6. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.

6.7. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and 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.

6.8. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

6.9. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

6.10. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.

6.11. "mydeposits is the trading name of Tenancy Deposit Solutions Limited whose details are shown in the Tenancy Agreement.

6.12. "Nominated Tenant or Lead Tenant" means the person who is authorised by all persons who form the Tenant to liaise with mydeposits regarding deductions from and release of the Deposit.

6.13. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.

6.14. "Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.

6.15. "Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.

6.16. "Superior Landlord" means the person for the time being 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.

6.17. "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

- 6.18. "working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 6.19. References to the singular include the plural and references to the masculine include the feminine.
- 6.20. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 6.21. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 6.22. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Premises, normally lives there and that his lender may have a power of sale of the Premises if the Landlord does not make his mortgage payments for the Premises;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Premises;

Ground 14: the Tenant or someone living or visiting the Premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Premises has been convicted of using the Premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Premises;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Premises;

Ground 17: the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

7. The Landlord and the Tenant agree to the rental of the Premises for the Term and at the Rent payable as set out above and upon the following terms:

- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.
- D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.

Schedule 1 Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

1. General

1.1. 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.

1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in the Definitions.

2. Paying Rent

2.1. To pay the Rent by as set out in clause 2 of the Particulars whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **Bank transfer to Barclays Bank, Sort Code 20-48-08, Account Number 70736139**, in the name of **Tara & Co Property Ltd Clients Account**.

2.2. To pay interest on any payment of Rent not made as set out in clause 2 of the Particulars. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

3. Further Charges to be paid by the Tenant

3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:

- Gas;
- water including sewerage and other environmental services;
- electricity;
- any other fuel charges;
- telecommunications.

3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
- any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Premises early apart from according to a break clause.

3.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

3.5. To pay the television licence regardless of the ownership of the television set.

3.6. To pay £99 per tenant inclusive of VAT towards the administration of the application & preparation of this Agreement.

3.7. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

3.8. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

4. The Condition of the Premises: Repair, Maintenance and Cleaning

4.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
- repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
- damage covered by the Landlord's insurance policy.

4.2. To inform the Landlord, or the Agent, immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises.

4.3. To keep the Premises and Fixtures and Fittings in a clean and tidy condition.

4.4. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.

4.5. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.

4.6. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary

4.7. To inform the Landlord promptly if the smoke alarm requires maintenance or repair..

4.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.

4.9. 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.

4.10. To replace all electric light bulbs, fluorescent tubes and fuses.

4.11. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.

4.12. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

4.13. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.

4.14. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.

4.15. 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, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

4.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors.

4.17. 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 given to the Tenant at the start of the Tenancy.

5. Insurance

5.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the

policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

5.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement.

5.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.

5.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

5.5. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.

6. Access and Inspection

6.1. To allow the Landlord, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:

6.1.1. the Tenant has not complied with a written notice under clause 4.2 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;

6.1.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);

6.1.3. a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;

6.1.4. the safety check of the gas appliances is due to take place;

6.1.5. the Landlord or the Agent wishes to inspect the Premises

6.1.6. to comply with statute.

6.2. To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.

6.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises.

7. Assignment

7.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.

7.2. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given written consent, which will not be unreasonably withheld.

8. Use of the Premises

8.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.

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

8.3. Not to run a business from the Premises.

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

8.5. Not to hold or allow any sale by auction at the Premises.

8.6. 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 other than according to any conditions required for the legal use of such restricted substances.

8.7. Not to use the Premises or allow others to use the Premises in a way which causes noise which can be heard outside the Premises between 10pm and 8am or a nuisance

annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.

8.8. Not to decorate or make any alterations or additions to or in the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.

8.9. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

8.10. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

8.11. To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.11 of Schedule 1 above.

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

8.13. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails, adhesive, or their equivalents.

8.14. To hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks.

8.15. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

8.16. Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.

8.17. To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant for any period of seven days or more.

9. Utilities and Council Tax

9.1. To notify the suppliers of gas, water including sewerage and environmental charges, electricity, other fuel and telephone services to the Premises and the local authority that this Tenancy has started.

9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.

9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

9.4. Not to change the telephone number without the consent of the Landlord or the Agent.

9.5. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.

9.6. Not to change an account for any utility to a new supplier without the consent of the Landlord or the Agent.

9.7. To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.

9.8. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.

9.9. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.1 of Schedule 1 or by anything done or not done by the Tenant.

9.10. To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.

10. Animals and Pets

10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Premises Empty

11.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **28 days** or more during the Tenancy.

11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

12. Locks and Alarms

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

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

12.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

12.4. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.

12.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.

13. Garden

13.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.

13.2. To keep the window boxes borders, paths, and patios, if any, in good order and weeded.

13.3. To cut the grass regularly during the growing season.

13.4. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord or the Agent which will not be unreasonably withheld.

13.5. To allow any person authorised by the Landlord or the Agent if applicable access to the Premises for the purpose of attending to the garden.

14. House Plants

14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

15. Cars and Parking

15.1. To park a private vehicle only at the Premises.

15.2. To park in the car parking space, garage or driveway allocated to the Premises, if applicable.

15.3. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

15.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

15.5. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

16. Refuse

16.1. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.

16.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

16.3. To dispose of all refuse through the services provided by the local authority.

17. Notices

17.1. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant.

17.2. To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent promptly.

18. Inventory and Checkout

18.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within seven days of the commencement date of the Tenancy with any written amendments or notes.

18.2. To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 18.1 of Schedule 1 above is not returned to the Landlord or the Agent.

18.3. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

19. Head Lease

19.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule 6.

20. Energy Performance Certificates

20.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. End of the Tenancy

21.1. To clean to a good standard, or pay for the professional cleaning of the Premises and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

21.2. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

21.3. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9.1 of Schedule 1 and to the local authority.

21.4. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

21.5. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

21.6. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

21.7. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

21.8. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared by the inventory clerk, landlord or agent at that time, although the Tenant is not bound to accept the report.

21.9. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

21.10. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Premises at the end of the Tenancy.

21.11. To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.

21.12. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

21.13. To provide a copy of the final account for water including sewerage and environmental charges to the Landlord or the Agent together with proof of payment.

- 21.14.** To pay all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 21.15.** To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

Schedule 2

Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

1. Quiet Enjoyment

1.1. 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.

2. Consents

2.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

3.1. 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 and keep in good order:

- 3.1.1. the structure of the Premises and exterior (including drains, gutters and pipes);
- 3.1.2. certain installations for the supply of water, electricity and gas;
- 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
- 3.1.4. space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.2 of Schedule 1 of this Agreement.

3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

4. Insurance

4.1. To insure the Premises and the Fixtures and Fittings under a general household policy with a reputable insurer.

4.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

5. Other Repairs

5.1. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

6. Safety Regulations

6.1. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

6.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.

6.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

6.4. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

7. Head Lease

7.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.

7.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.

7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

8. Other Taxes

8.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

9. Inventory and Check Out

9.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

9.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.

9.3. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

10. Possessions and Refuse

10.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Schedule 3

1.

General Conditions

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1. If at any time:

1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

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 his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Premises will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

2. Early Termination

2.1. If the Tenant vacates the Premises during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier.

3. Interruptions to the Tenancy

3.1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

3.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection Act 1998

4.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

5. Notices

5.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **21/23 Clemens Street Leamington Spa CV31 2DW**

5.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 5.1 of schedule 3 of the Agreement, any notice or other communication which is delivered or posted to the Premises.

5.3. The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

5.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 5.1 of Schedule 3 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by

ordinary first class post addressed to the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

6. Rent Increase

6.1. The Landlord can increase the Rent every twelve months on the anniversary of the date on which the Tenancy began ("the Rent Increase Date"). To avoid doubt if the Landlord does not increase the rent in any year this will not affect the Landlord's rights to increase the Rent in subsequent years.

7. Acceptance of Rent

7.1. Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

Schedule 4**2.****3. Dealing with the Deposit**

The following clauses set out:

- ***what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 of the Particulars;***
- ***what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;***
- ***the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and***
- ***the circumstances in which other monies may be requested from the Tenant.***

1. Deposit

1.1. The Deposit will be given to the Agent who is a member of the mydeposits Tenancy Deposit Protection Scheme. The Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and Deposit Protection Certificate of mydeposits. The Tenant should contact mydeposits after the thirty days to check the Deposit has been registered with mydeposits. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of mydeposits. The website address is www.mydeposits.co.uk.

1.2. The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known as the lead tenant ("Lead Tenant") for mydeposits will be provided to the Landlord within fourteen days of the Tenancy starting or the Deposit being taken whichever is earlier. The Tenant agrees that the Lead Tenant is authorised to accept service of all mydeposits documents on behalf each person forming the Tenant.

1.3. The Landlord or agent shall notify the Tenant in writing of any deductions to be made from the Deposit within thirty days of the end of the Tenancy. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

1.4. The Deposit will be returned to the Tenant within ten days of all deductions being agreed between the Landlord and the Tenant or within ten days of a written request from the Tenant except in case of dispute.

1.5. Any dispute regarding deductions from the Deposit can be referred to the Alternative Dispute Resolution service of mydeposits.

1.6. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.

1.7. The Landlord or the Agent with the written consent of the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, or the Agent by the local authority;
- any other breach by the Tenant of the obligations of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;

- any unpaid account or charge for water including sewerage and environmental charges, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone, cable and broadband charges.

1.8. 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 mydeposits holds the Deposit or any part of it.

1.9. Protection of the Deposit

The Deposit is safeguarded by mydeposits, which is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator):

Tenancy Deposit Solutions Limited trading as mydeposits

Third Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Telephone 0333 321 9401
Fax 0845 634 3403
info@mydeposits.co.uk

1.10. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.3 to 1.9 above.

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT


SIGNED


DocuSigned by:

709EFA61438A4CD...
Landlord please sign here

By, or for and on
behalf of, the
LANDLORD

SIGNED

DocuSigned by:

96BD4B7176AD450...
Tenant please sign here

DocuSigned by:

28E5E0B5D3824DC...
cotenant sign here

TENANT

Dear students

Thank you for reserving a property with Studenthomes.

All correspondence relating to your booking should be sent to **leamington@studenthomes.net**

Attached to this email is a copy of your tenancy agreement which you will need to sign via DocuSign, the worlds leading E-signature provider. Please ensure that you have read the agreement thoroughly before signing. You can contact Warwick Student's Advice Centre on advice@warwicksu.com and the number is 02476 572824 who are familiar with the Tara and Co contract terms, and if you have any further questions about it please email us and put your reserved property address and "contract question" in the subject line.

The contract contains all information about payment schedules so please read carefully.

PLEASE ENSURE THAT ALL TENANTS IN YOUR GROUP DO THE FOLLOWING WITHIN 7 DAYS OF THIS EMAIL:

- **SIGN USING DOCUSIGN**
- **EMAIL A COPY OF YOUR STUDENT ID CARD**
- **TRANSFER YOUR DEPOSIT (USUALLY 1 MONTH RENT EQUIVALENT, BUT PLEASE CHECK YOUR CONTRACT) TO TARA AND CO using the below bank details**

PLEASE NOTE: IF YOU MISS THE 7 DAY DEADLINE THE RESERVED PROPERTY WILL BE PUT BACK ON THE MARKET.

Tara and Co Property Ltd
Sort code: 20-48-08
Acc No: 70736139
Use reference on attached sheet

Payments can be made by debit card also over the phone. Credit card payments will incur an additional 2% charge

If your property is a rent collection or fully managed property you will find attached a copy of the bank details you require in order to set up your rent payments. If someone else is paying your rent please forward the relevant details to them to set up on your behalf. If you are signing for a Let Only property your landlords details are attached, and they can be contacted directly for banking details.

Please now all read and sign the agreement, and also send a student ID copy and deposit over to Studenthomes to complete your booking.

Thanks!

Studenthomes

Studenthomes details form 2018-19

Deposit

This needs to be paid within 7 days of your reservation to finalise your booking of the house. This can be paid to Tara and Co using ref: **000003716F1**

Tara and Co Property Ltd

Sort code: 20-48-08

Acc No: 70736139

Paying Rent

Please make sure you use reference **000003716F1** when making payments for your rent. Your first payment **MUST** hit your landlords account before keys are available to be collected. **You can set up a standing order in accordance with the terms of your contract using the above details, directly with your bank.**

Service Level: Managed

The property you have booked is on a **Managed** service, therefore all maintenance queries should be directed to Tara and Co.

Tara and Co Property Limited (Studenthomes)

Telephone number: 01926 422077

Email: leamington@studenthomes.net

Please note: any changes to the contract or assignments of tenancy will be charged at £85 per assignment.

RIGHT TO RENT - IMPORTANT

As you may be aware as per UK Law the agents must now check that a tenant can legally rent a property in England and before the start of a new tenancy, we must make checks for all tenants.

For this you need to physically bring your passport in our office that proves the tenant can live in the UK.

We need to make copies of your passport for our records to check your right to rent status.

Conditions for UK/EU residents

If you are UK resident then your passport will be sufficient. If for some reason you don't have passport then the combination of your driving license and birth certificate. An expired passport can also be acceptable.

Conditions for International students

If you are a non UK/EU resident then your valid passport and Visa/residency permit is required, and needs to be valid on the start date of your tenancy.

Please ensure this is completed as soon as possible after reserving your property as this needs to be completed prior to your move in, failure to this will effect/delay your move in.

