

# Your Company

# Tenancy Agreement

*an agreement between*

A Landlord

and

B Tenant

at

Property address

## **This tenancy agreement contains hyperlinks**

If you're reading on a computer, tablet or smart phone you can click on the links, which are all coloured and underlined. If you're reading a paper copy, you can use a search engine to find the information.

Please bear in mind any other websites will have their own privacy policies, so please don't assume Savills rules are their rules. Please take a look at their privacy statements as soon as you enter their sites.

# What's in this tenancy agreement?

## Contents

## Section

➤ Why have a tenancy agreement	
➤ Definitions and interpretations	
▪ words with special meanings	
➤ The main conditions and Tenancy Particulars	A
➤ Costs and other Charges	B
▪ Tenant obligations	
➤ Before the start of the tenancy, and where relevant during	C
▪ Shared obligations	
▪ Tenant obligations	D
▪ Landlord obligations	E
▪ Guarantor obligations	F
➤ During the Tenancy	G
▪ Tenant obligations	
▪ To do and not to do	H
▪ Landlord obligations	I
▪ Specially negotiated clauses	
▪ Provisions for re-entry	J
➤ At the end of the Tenancy	K
▪ Shared obligations	
▪ Tenant obligations	L
▪ Landlord obligations	M
➤ Storing, handling and sharing personal data	N
➤ Signing	

**This tenancy agreement defines the Landlord and Tenant's roles, responsibilities and liabilities before the start and throughout the whole of this Tenancy**

**Your first step is to Agree and Accept all the terms, conditions and obligations set out within this agreement.**

Once you've read everything within this tenancy agreement, along with any other documents referred to, and are satisfied that you understand and are happy with the content please sign this document as your confirmation that you'd like to go ahead with and be legally bound by the terms of the Tenancy.

If any clause refers to something that is not at/or in the Property, for example, clean chimneys where there are none, the clause is not applicable, but will remain in this agreement.

If there is anything you don't understand you should get independent legal advice from a solicitor or any other advice agency before you sign. You can also visit [www.direct.gov.uk](http://www.direct.gov.uk) for more information.

This agreement will be legally binding only once references are approved, the Agent has confirmation of Cleared Funds, the Tenancy Agreement has been signed by both Parties and dated, and the Property is vacant and ready to be moved into.

The Tenant is responsible for any breach to this tenancy agreement caused by themselves, any Other Occupier, licensee or Visitor to the Property.

It's agreed and accepted that any amendments to the standard clauses of this agreement (whether noted by hand, electronically, or by any other means) by any party, will not be binding unless included, by the Agent, as specially negotiated clauses in section I of this tenancy agreement or any clauses that correct an error or are specially negotiated and confirmed in writing subsequently.

Where this tenancy agreement states that consent is needed, the Tenant must always get the consent in writing (email or letter) from the Landlord or their Agent.

**This tenancy agreement falls under the laws of England and Wales**

The laws of England and Wales apply to this tenancy agreement, and the courts of England and Wales have exclusive jurisdiction.

## Definitions and interpretations

**Because this tenancy agreement is a legal contract, some of the words used have a particular or 'extended' meaning. We've explained these below. Each of these words will be started with a capital letter throughout this contract, and you can refer to this page to remind you of the meanings.**

**If anything about these definitions isn't clear, or you'd like to discuss them in more detail, please contact Savills.**

**Additional Clauses:** Specially negotiated by Savills between all Parties named within this tenancy agreement to record the variations or 'special' agreements that have been agreed by the Parties and are detailed in section I of this tenancy agreement. These clauses can't be classed as unfair unless unlawful or they contradict statute.

**Agent:** Will be Savills (UK) Limited or any other Agent appointed by the Landlord from time to time to manage the Property. If there is a change of Agent the Landlord will notify the Tenant in writing.

**Agree and Accept:** Once this tenancy agreement is legally binding, any named Parties will be in breach of their conditions if they don't comply with all of the obligations agreed and accepted.

**Appliance:** These are generally devices or equipment designed to perform a specific task for example, a cooker, washing machine and electrical items. This does not include a television or integrated sound system

**Cleared Funds:** Any monies that have cleared through the bank and are available for use.

**Client Account:** Is a bank account where Savills (UK) Limited acting as the Agent holds any funds to the credit of either the Landlord or the Tenant. Funds held in this account are protected in line with the Client Money Protection rules. Savills (UK) Limited are a member of an approved Client Money Protection Scheme provided by RICS (Royal Institute of Chartered Surveyors).

**Common Parts (flats and/or apartments):** External walls and load bearing walls, foundations, columns, beams and other structural supports. Walls enclosing passageways, corridors and staircases. Any chimneys, roof, gables, gutters, lightning conductors, satellite dishes and associated equipment, aerials and aerial cables.

**Costs, Charges, Expenses, Payments:** Money, which is due or becomes due for payment by either the Landlord or the Tenant and will be Reasonable to the sum of money charged.

**Deposit:** A Deposit payment paid usually by the Tenant, which the Landlord or their Agent hold for the duration of the Tenancy in line with section C clause 5.

**Fair Wear and Tear:** Considered to be Reasonable use of the Property by the Tenant and the ordinary operation of natural forces. When any damage is noted on the check-out report it will have taken into account the length of the Tenancy, the number and ages of the Tenants, the number and breed of any pets, the quality, condition and age of an item when the Tenant moved in along with its average expected life span.

**Flammable:** Also means inflammable and combustible. This covers anything that is capable of being set fire to or anything that is easy to set fire to.

**Fixtures and Fittings:** Includes any: Fixtures (generally any item that is fixed for example to floors, walls or ceilings), Fittings (generally any free standing item or hung by a nail or hook), furniture, effects, floor, ceiling or wall coverings, and equipment and appliances belonging to the Landlord.

**Guarantor:** Is the person who agrees to pay the Rent in full if the Tenant does not, and also agrees to indemnify the Landlord or their Agent for any default or breach of this tenancy agreement by the Tenant including any damage, non-payment of bills and so on.

**Head Lease:** The Lease under which a Landlord owns a Property where they don't own the freehold. This is also known as or referred to as a superior lease.

**Inventory and Schedule of Condition:** A document created by the Landlord or independent inventory clerk, which records the Property, Fixtures and Fittings and any contents. The condition and cleanliness may also be commented upon. It should be checked at the start of the Tenancy and again at the end and any check-in and check-out reports will summarise the key findings including conditions and cleanliness. The Tenant should tell the Landlord or their Agent immediately if there is anything in either report that they do not agree with. Otherwise, the Tenant should sign and return a copy of the check-in report to the Landlord's Agent as soon as possible. Some inventory clerks will complete the Inventory and Schedule of Condition and check-in report at the same time.

**Joint and Several Liability:** Where there are two or more named Tenants, Guarantors or Landlords they will be 'jointly and severally liable' for their respective obligations. That means for example, the Landlord can take legal action against any, or all, of the Tenants and/or Guarantor for any breach of the agreement by any of them. Each Tenant and any Guarantor is also responsible for their fellow Tenants' share of the Rent and other obligations.

**Landlord:** Any individual owning an interest in the Property, whether freehold or leasehold, including any owner, person, party, firm, company (including a limited liability partnership) or entity who is entitled to the immediate possession after the end of the Tenancy.

**Notices:** If the Landlord wants to serve any Notice in line with the terms of this Tenancy Agreement or in line with any legislation and/or regulations relating to this Tenancy they will do so in line with the rules set out by the Law of Property Act 1925. Notice can be posted, hand delivered or emailed.

**By post:** when a Notice is sent by ordinary first class post to the Tenant at the Property, or their last known address it'll be deemed delivered two working days (which excludes Saturdays, Sundays and Bank Holidays) after the day of posting. It'll be deemed served the next working day and this is when the term of the Notice for possession can begin.

**By post example:**

If posted on a Tuesday it will be deemed delivered on Thursday and the term of any Notice for possession can begin from the Friday (the next working day) when it'll be deemed served.

**By hand:** when a Notice is delivered by hand and left at the Property (addressed to the Tenant) it'll be deemed delivered on the same working day as it's delivered as long as it's left at the Property before 5pm (UK time) on that day (excluding Saturdays, Sundays and Bank Holidays). It'll be deemed served the next working day and this is when the term of the Notice for possession can begin.

**By hand examples:**

If delivered through the door of the Property or into the letter box for the Property before 5pm on a Tuesday it'll be deemed delivered that day and the term of any Notice for possession can begin on the Wednesday (the next working day) when it'll be deemed served.

If it was delivered through the door of the Property or into the letter box for the Property after 5pm on a Tuesday it'll be deemed delivered the next working day (Wednesday) and the term of any Notice for possession can begin on the Thursday (the next working day) when it'll be deemed served.

**By email:** Provided that neither the Landlord or their Agent nor the Tenant has stated in writing that they will not accept service of documents by email the Parties agree that documents may be served by email. Any Notice served by email will be deemed delivered (provided that it is sent to the last email address provided by any party and it doesn't get rejected or 'bounce back') on the same working day as sent. Providing it is sent before 5pm on that day (excluding Saturdays, Sundays and Bank Holidays). The term of any Notice for possession can begin the next working day when it'll be deemed served.

**By email examples:**

If emailed before 5pm on a Tuesday it will be deemed delivered on that day and the term for any Notice for possession can begin on the Wednesday (the next working day) when it'll be deemed served.

If emailed after 5pm on a Tuesday it will be deemed delivered the next working day, Wednesday, and the term for any Notice can begin on the Thursday (the next working day) when it'll be deemed served.

If emailed after 5pm on a Friday it will be deemed delivered the next working day, Monday, and the term for any Notice can begin from the Tuesday (the next working day) when it'll be deemed served.

**Other Occupiers:** These are other people that may be allowed to live in the Property during the Tenancy, if this has been agreed with the Landlord and detailed in this tenancy agreement, such as the Tenant's children or other dependants and any staff. These types of people don't need their full names on the tenancy agreement but they must be noted, for example as housekeeper, or chef, or three children under the age of 18. Anyone else, who'll be aged 18 or over whilst living at the Property, falls into the category of permitted occupier, their full names must be included on the tenancy agreement. Any person over the age of 18 must have their Right to Rent in the UK checked.

The Landlords needs to agree before any additional people move in.

The Tenant cannot grant exclusive possession of part of the Property to another person, as this would be classed as subletting and a breach of this agreement.

**Parties:** The Landlord and/or the Tenant and/or any Guarantors.

**Periodic Tenancy:** A Tenancy that runs normally from month to month, but can be from week to week or quarter to quarter or longer, that arises by implied or express agreement upon the expiry of the fixed Tenancy term created by this Tenant Agreement if the Tenant remains in occupation of the Property.

**Plural References:** This also means singular, any singular references also cover plural.

**Professional Standard:** A high standard of work, which would be expected from a good competent contractor.

**Property:** The building together with any annexes, land, outbuildings, boundaries, fences, gardens belonging to the Landlord; unless they have been specifically excluded from the Tenancy. When the Property is part of a larger building, the Property includes Reasonable use of Common Parts, access ways and facilities.

**Quiet Enjoyment:** Means that the Tenant has the right to live in the Property, as their home, without interference from the Landlord or anybody else.

**Reasonable:** Fair, proper, moderate and appropriate under the circumstances. For example, this may take into account factors such as weather conditions, age of an item, bank holidays and/or length of the Tenancy and so on.

**Rent:** A Tenant's advance payment to a Landlord for the use of the Property as specified on the 'Tenancy Particulars' page.

**Right to Rent:** Before a Landlord can allow anyone over the age of 18 to rent and live in their Property in England the Tenant must check they have a valid immigration status and are permitted to live in the UK. (See: Government short guide on [Right to Rent](#)).

**Singular References:** These also means plural, any plural references also cover singular.

**Stakeholder:** Where the Agent or another person or body holds the Deposit as an independent third party on the terms set out in the Deposit clauses in this tenancy agreement. No deductions can be made from the Deposit without consent from both Parties, or from the court, or an adjudication decision by HF Resolution Ltd.

**Superior Landlord:** The person (if any) who owns the interest in the Property which gives them the right to possession of the Property at the end of the Landlord's lease of the Property.

**Telecom/s:** Telephone (landline and/or mobile), satellite, cable and broadband services.

**Tenancy Particulars:** Important notes about this tenancy agreement.

**Tenant:** The person/people to whom the Landlord grants a temporary and exclusive use of the Property in exchange for Rent.

**Tenant-Like Manner:** There is a legal duty on Tenants to avoid, or repair, wilful or negligent damage caused by them, their family members or guests and to do the things necessary to keep the Property in a Reasonable state. This includes jobs such as changing light-bulbs, unblocking sinks (where the blockage has been caused by the Tenant's waste), taking Reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation, disposing of all rubbish correctly, as well as doing other jobs around the Property that, a Reasonable Tenant would do. The Tenant must take Reasonable care of the Property, any items listed in the Inventory and Schedule of Condition and the Common Parts (if any).

**The “Term” or the “Tenancy”:** The period for which this Tenancy is granted together with any extension, roll on, holding over or continuation of the Tenancy, including any Periodic Tenancy arising after the expiry of the original Term.

**Utility, Utilities or Utility Supplier:** This includes the suppliers/providers and collectors of gas, electricity, water (including sewerage & wastewater) and all fuels.

**Vacant Possession:** To leave the Property empty and free of people, rubbish, and furniture and contents not belonging to the Landlord as well as leaving it cleaned to a Professional Standard and in a state fit to be occupied.

**Visitor:** Anyone other than the Tenant or Other Occupiers who enters the Property.

**Water Charges:** Includes water as well as sewerage and environmental service Charges.

DRAFT

## The main conditions

**This section of the agreement sets out the conditions which are particular to this tenancy agreement.**

**Whilst the whole tenancy agreement is important, it's essential that all Parties listed below understand, and are content, with the terms, conditions and obligations agreed in this section. By signing the tenancy agreement all Parties Agree and Accept them.**

### A. Tenancy Particulars

**Date:**

**1. This Company Tenancy agreement is between the following Parties:**

**“The Landlord”:** insert names Landlord/Joint Landlord/Company/Trust

**Of** insert address:

**and**

**“The Tenant”:** insert names  
Limited whose registered office is at  
Address:

**and**

**“The Guarantor”:** insert names  
Limited whose registered office is at  
Address:

All Parties named as the Tenant or the Guarantor will be held jointly and severally liable under this agreement.

**2. Other Occupiers**

The Landlord Agrees to, and Accepts the following persons (who are not classed as Tenants) may live at the Property with and as invited by the Tenant:

- a. **Permitted occupiers (if any):** (insert any permitted occupier names).
- b. **The Permitted occupiers children or other dependents who are under 18 years of age at the start of the Tenancy.**
- c. **Staff:** Any full time employed ‘live-in’ domestic staff (insert their title e.g. au pair, housekeeper).

**3. The Property and Common Parts:**

Address:

Post Code:

**4. The Property includes:**

Parking:

Garage:

Outhouses:

Outside space, gardens or grounds:

**5. The following areas or facilities are not included in this Tenancy:**

Excluded areas:

**6. Term and expiry of the fixed Term:**

The Tenancy created by this agreement,

**Starting from and including:** [insert dates], this is the first day of this Tenancy

and

**Ending on and including:** [insert dates], this is the last day of this Tenancy.

Unless terminated early as detailed in section J regarding the Landlord's reasons for possession during the fixed Term or as detailed in section I of this agreement.

If the Tenant continues to live in the Property after the expiry of the fixed Term with the Landlord's agreement and no further Tenancy has been agreed by the Parties, then from the expiry of the fixed Term the Tenant shall occupy the Property under a Periodic Tenancy.

**Break Clause:** Yes, and as detailed in section I of this tenancy agreement \*This is to be an intuitive field and to come out if no break clause)

**7. Address for Tenant serving Notice:**

To comply with sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord must tell the Tenant the address at which Notices, including Notices of proceedings, may be served upon the Landlord:

- (1) if Savills are managing the Property the address is: Savills (UK) Ltd, Tenancy Terminations Team, One Church Road, Richmond-Upon-Thames, TW9 2QE, or
- (2) if there is no managing Agent then the address of the Landlord on the 'Tenancy Particulars' page or as subsequently notified in writing to the Tenant.

**8. The Rent:** £[Rent Numeric] (& write Rent in words) per calendar month.

The payment period of this Tenancy is monthly.

**9. (#Standard rent payment.....Payment of the Rent by the Tenant:**

{#Monthly/Three Monthly /Six Monthly/Annually#} in advance in the sum of £{#Rent Numeric#} {(#Rent in words#)}, the first payment to be cleared funds on or before the {#insert#} day of {#insert month & year#} and thereafter payment is to be cleared funds by {#due date#} of each {#month/three months/six months/year.#}

If payment is received from a third party appointed by the Tenant, they pay as 'Agent on behalf of the Tenant' with no rights to this tenancy agreement.

Rental payment or other monies payable under this tenancy agreement can't be withheld even if a Deposit or any part of it is being held. This means the Tenant must pay the Rent for every month of the Tenancy, including the last month, and not defer to the Deposit held.}

**{#If shortfall to pass references Payment of the Rent by the Tenant:}**

As the Tenant references did not quite meet affordability a portion of rent will be paid in advance. This will mean that the first payment will be £[Rent Numeric] (Rent in words) to be paid on the (insert) day of (month) (year).

Thereafter, from the (insert) day of (month) (year), the Rent payments will be £[Rent Numeric] (& write Rent in words) per calendar month payable in advance on the (insert) day of the ((month/or on the (insert) day of every third/sixth month calculated from the first day of the Tenancy)).

If payment is received from a third party appointed by the Tenant, they pay as 'Agent on behalf of the Tenant' with no rights to this tenancy agreement.

Rental payment or other monies payable under this tenancy agreement can't be withheld even if a Deposit or any part of it is being held. This means the Tenant must pay the Rent for every month of the Tenancy, including the last month, and not defer to the Deposit held. #}

**{#6-4-6 Payment of the Rent by the Tenant:}**

£[Rent Numeric] (Rent in words) in advance on the (insert) day of ((month) (year)) for the period (day/month/year to day/month/year). Thereafter payments shall be due as follows:

Payable in advance on (day/month/year) for the period (day/month/year to day/month/year).

Payable in advance on (day/month/year) for the period (day/month/year to day/month/year). #}

10. **Method of payment:** By online banking, bank transfer or standing order.
11. **Deposit:** The Deposit of £[Deposit Numeric] (Deposit in words) is paid by the Tenant to the Agent to be held by Savills as Stakeholder. Savills is a member of and subject to the requirements of the RICS Client Money Protection Scheme (CMPS).

**12. Tenant Initial payment of Rent and Tenancy Deposit**

Barclays Bank plc  
Sort Code: 20-79-41  
Account Number: 13235653  
Account Name: Savills (UK) Ltd Client Account

Savills bank details will not change, you must contact Savills immediately if you receive a notification to pay anywhere else.

**13. Deposit return:**

At the end of the tenancy the Deposit, less any agreed deductions, will be paid to the bank account it was received from (even if that bank account is in the name of a third party) unless otherwise detailed in Section I of the Agreement.

**14. Agent:** Savills (UK) Limited of [Office Address] ("Savills")

## Costs and other Charges

### B. The Tenant Agrees and Accepts the following Costs and other Charges as part of the terms, conditions and obligations.

1. Any Charge made, whether detailed specifically at this stage or not, will be Reasonable and will have been calculated to cover (indemnify) the Landlord or their Agent. Where detailed they are all shown including VAT.
  - 1.1 To pay £300 towards the costs of preparation of this Agreement.
  - 1.2 To pay £120 per reference for a company reference check and to pay £45 for each guarantor reference check.
  - 1.3 If the Tenant requests any specially negotiated clauses that the Landlord agrees to after the tenancy agreement has been signed, the Agent will charge the Tenant £180 each time a change is requested. No section of the tenancy agreement will have any clauses removed, changed or added.
  - 1.4 If any Rent Payments are late, returned or not paid the Landlord can charge the Tenant interest on the late Rent, this will be charged from the first day the payment was late at 3% above the base rate of Bank of England per year, calculated daily on the late Rent.
  - 1.5 To pay the Agent a fee of £60 should any Rent be more than 14 days late and the Agent has chased this Payment and/or pay to the Agent a fee of £60 should the standing order of the Tenant not be paid or is recalled.
  - 1.6 To pay the Landlord or their Agent for any loss incurred resulting from the dishonouring of any cheque paid by the Tenant or a third party on their behalf or for any loss arising from the cancellation or non-payment of a standing order payment by the Tenant or their bankers.
  - 1.7 To pay the Agent £30 per payment if you ask us to pay monies to an overseas bank account instead of a UK bank account.
  - 1.8 To pay the additional costs of the Agent of £60 for time taken if the Tenant alters the mutually agreed time of the check-in or check-out at the end of the Tenancy provided that if either the Tenant or their Agent does not attend a second appointment a check-out report will be prepared by the inventory clerk at that time.
  - 1.9 To pay a reasonable sum for the "check-out" of the Inventory and Schedule of Condition at the end of the Tenancy.
  - 1.10 To pay the additional "check-out" costs of the inventory clerk caused by any default of the Tenant occasioning a further "check-out" visit.
  - 1.11 To pay £180 to Agent towards the renewal paperwork costs for each and every extension of the Tenancy.
  - 1.12 To pay a fee of £60 to the Agent to facilitate arranging contractors to rectify or remedy any breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings, replacing any items damaged or broken and reinstating any Fixtures and Fittings to its original position as reflected in the check-in inventory.
  - 1.13 If the Tenant cancels a mutually agreed visit with less than 48 hours' notice, or if the Agent can't gain access to the Property for a mutually agreed appointment then the Tenant will pay to the Landlord or the Agent a cancellation fee of £60 plus, if applicable, travel expenses at 40p per mile travelled from the local office to the Property and back.
  - 1.14 To pay the Landlord the cost of any repairs to any appliance or equipment, or Fixture or Fitting at the Property that becomes necessary because of misuse or negligence by the Tenant. The Tenant shall tell the Landlord or the Agent immediately of any need for repair, and will not employ a contractor to carry out the repair without the consent of the Landlord.

- 1.15 The Tenant will pay the Landlord for all Reasonable Costs and/or Expenses incurred by the Landlord, their Agent or other professional advisors for the service of any Notice for obtaining, or enforcing the recovery of any Rent or any other money owed; or obtaining possession of the Property; or relating to any breach of the Tenant's obligations within this tenancy agreement.
- 1.16 If any obligations are breached within this Tenancy Agreement by the Tenant, Other Occupier or any Visitors the Tenant will pay the Landlord for damages and rectifying the breach. This includes call out services (including out of hours) and pre-agreed contractor visits where the contractor is unable to gain access and they make a cancellation Charge.
- 1.17 To protect the Landlord or their Agent from loss arising from any claim as a consequence of any breach by the Tenant of any of their terms, conditions and obligations in this tenancy agreement.
- 1.18 To pay the Landlord, in accordance with any Order of the Court, for damages in respect of any legal Costs and Expenses incurred in enforcing this Agreement or any part of it and which arises from a breach of its terms by the Tenant.

## 2. Stamp Duty Land Tax (SDLT):

- 2.1 Pay to HM Revenue & Customs if the calculated Net Present Value of Rent paid over the whole Tenancy period including any extension is such that Stamp Duty Land Tax is payable on the grant or continuation of the tenancy. The figure used is cumulative meaning it may be two or three years into the Tenancy that the Tenant may be liable for payment. Failure to pay could result in a fine to the Tenant.
- 2.2 The Tenant should visit [the Government's SDLT](#) page for further information, there is also a [SDLT calculator facility](#) (you must follow the process as if you were buying a leasehold property).

## Landlord and Tenant responsibilities before the Tenancy starts

### C. Before the start of the Tenancy the Landlord and Tenant Agree and Accept all of the following terms, conditions and obligations.

#### 1. Type of Tenancy:

The Tenancy will be a Contractual tenancy, which means it is outside the provisions of the Housing Act 1988 when letting to a corporate or statutory body or association. A company let is when a company takes on a residential tenancy agreement as the Tenant, rather than an individual. The Tenancy will be in the company name. The company employee will live in the property

#### 2. Property and the period of Tenancy:

The Landlord will let the Property to the Tenant for the Term of the Tenancy period as specified on the main conditions page of this tenancy agreement, section A Tenancy Particulars and at the Rent stated.

#### 3. Fixtures and Fittings:

The Tenancy shall include the Fixtures and Fittings in the Property and all items specified in the Inventory and Schedule of Condition.

#### 4. The Rent:

##### 4.1

The Tenant will pay the Rent to the Landlord or their Agent as Cleared Funds in advance whether legally demanded or not.

##### 4.2

The Landlord or their Agent will not send any rental invoices or payment reminders, the Tenant must set up their Rent Payments to arrive as Cleared Funds on or before every Rent due date.

##### 4.3

The first payment to be received by the Agent as Cleared Funds before the **{#date#}** day of **{#month and year#}**. Thereafter, payments shall be made to be Cleared Funds on the **{#date#}** of each **{#Month/three months/six months/year#}**. The Tenant shall pay the Rent to the Agent to Barclays Bank plc, Sort Code: 20-79-41, Account Number: 13235653, Account Name: Savills (UK) Ltd Client Account. **{#If you receive a notification that the Agent or Landlord has changed bank details, you must make contact immediately to confirm.#}**

##### 4.4

Any payment or consideration accepted relating to the Property from anyone else will be treated as payment on behalf of the Tenant and does not give any other person any Tenant rights, even if paid by a third party or an Other Occupier.

##### 4.5

If the total Cleared Funds are not received by the Tenancy start date the Tenant or any Other Occupiers will not be able to move into the Property. If five working days after the start date, any such Funds are still outstanding the Landlord may give written notice to immediately cancel the Tenancy without being liable for any loss the Tenant or anyone else may suffer and may claim any losses the Landlord has suffered by the Tenant not completing.

#### 5. The Deposit:

##### 5.1

The Tenant will pay the Deposit stated on the main conditions pages under 'Tenancy Particulars' £(**insert the Deposit amount**) to the Agent as Cleared Funds on or before the **(insert)** day of **(insert month & year)** which the Agent will hold as Stakeholders, as per the terms of this tenancy agreement.

##### 5.2

The Deposit will be held in an instant access account: Savills (UK) Limited Client Account Re Tenant Deposits at Barclays Bank plc, PO Box 612, Ocean Way, Southampton, SO14 2ZP. Any interest earned will be kept by the Agent and used to cover their Costs.

##### 5.3

Any maintenance or other issues during the Tenancy can't be offset against Rent or the Deposit.

##### 5.4

The Deposit will be returned in line with the provisions of clause A13 to the bank account it was received from, following the termination of the Tenancy and in line with section K.

## 6. The Deposit has been taken for:

- 6.1 Any fees or other monies that the Agent is entitled to recover from the Tenant.
- 6.2 Any damage or compensation for damage to the Property, its Fixtures and Fittings, or for any missing items that the Tenant may be liable. Fair Wear and Tear, the age and condition of the item at the start of the Tenancy and insured risks and repairs that are the responsibility of the Landlord will be taken into consideration.
- 6.3 The Reasonable Costs and/or Expenses incurred in compensating the Landlord for, or rectifying or remedying, any breach by the Tenant of their obligations under the tenancy agreement including:
  - Those relating to all cleaning.
  - Those relating to call out services (including out of hours) and pre-arranged contractor visits when any contractor is unable to gain access and the Landlord incurs a cancellation Charge.
  - Anything the Tenant, Other Occupiers or any Visitors have or have not done which results in the Landlord incurring loss or Costs.
  - Any penalty Charge incurred by the Landlord due to a Tenant breach.
  - Any Rent or other money due or payable by the Tenant under the tenancy agreement where the Tenant has been made aware and which remains unpaid.
  - Any unpaid bills for any Utilities, Telecoms, Water Charges, environmental services (and any other similar services) or council tax for which the Tenant is liable.

## 7. Planning Applications:

- 7.1 The Tenant has taken all necessary steps to satisfy themselves that there are no works to either adjoining or nearby properties, buildings or outside space in hand or planned and no planning applications pending or refused that if undertaken or granted would affect their decision to take the Tenancy.
- 7.2 The Landlord or their Agent cannot be held responsible once the tenancy agreement has been signed if subsequently becomes apparent that works to adjoining or nearby properties, buildings or outside space are to be undertaken.
- 8. **Inventory and Schedule of Condition, check-in and check-out appointments:** If appointments are made for the Tenant or any representative to attend an inventory check-in and they don't attend the inventory clerk can proceed without them and will provide a copy of the report to the Landlord and/or their Agent. The Landlord or their Agent will forward the report to the Tenant who should immediately tell them if there is anything included that they don't agree with.
- 9. Building safety for flats, apartments or properties with communal areas: The Tenant and Landlord Agree and Accept to independently inform the Building Manager of the names of all Tenants and Other Occupants who will be living in the property.

## Tenant responsibilities before the start of the Tenancy, and where relevant, during the Tenancy

### D. The Tenant Agrees and Accepts all of the following terms, conditions and obligations.

1. **They have told the Landlord anything that might affect the Landlords decision to rent to them:** If something comes to light, such as any false or misleading information, not given in error, or something not shared for example previous missed or late Rent Payments, the Landlord can decide they no longer wish to let their Property to the Tenant. The Tenant must tell the Landlord or their Agent if they've ever had or currently have a County Court Judgement (CCJ) served against them. Failing to do so could affect the return of any Pre Tenancy Application Charge (PTAC) they've paid.
2. **They have the Right to Rent and,**
  - 2.1 Have told the Landlord of all adult Other Occupiers who'll use the Property as their only or main home.
  - 2.2 The Tenant will ensure any Other Occupiers have the Right to Rent and they'll carry out Right to Rent checks on all adult occupiers prior to the Tenancy start date in accordance with the Immigration Act 2014. Should the occupier(s) change during the Term of the Tenancy they'll carry out Right to Rent checks in line with the Immigration Act 2014. They further Agree and Accept to carry out Right to Rent follow up checks on all Occupiers before the time limited statutory excuse expires in accordance with the Immigration Act 2014, and where appropriate, make the relevant report to the Home Office.
  - 2.3 All adult Other Occupiers who'll use the Property as their only or main home are named in this tenancy agreement.
  - 2.4 All adult Other Occupiers will at all times have a valid Right to Rent in the UK in line with the Immigration Act 2014 and other immigration laws.
  - 2.5 If they breach this clause they'll reimburse the Landlord and/ or the Agent for any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.
  - 2.6 Understand that Other Occupiers are those aged 18 years or over and include but are not limited to: family members, relatives, nanny, au pair and other household staff.
3. **Tenancy documentation. Before moving into the Property they've received:**
  - 3.1 An Energy Performance Certificate (unless exempt), before signing this tenancy agreement.
  - 3.2 Gas Safety Record (if there is a gas supply to the Property) before accepting the keys.
  - 3.3 Electrical Installation Condition Report (EICR) before accepting the keys.
4. **Rent Payments:** They'll pay interest, if any Rent is paid late, from the Rent due date until the date funds are received by the Agent, at the rate of 3% above Bank of England base rate per year calculated daily.
5. **Pre Tenancy works:** Where any pre-agreed works (such as decoration, delivery of or removal of furniture and so on), as detailed in section I of this tenancy agreement, are not completed before the Tenancy start date, providing, in the Reasonable opinion of the Agent, the Property is deemed habitable, the Tenancy will still start and Rent will be due in full from the start date.
6. **Utilities, Telecoms and council tax:**
  - 6.1 The Landlord is not required to provide a working telephone line or connection.

- 6.2 Not to change the telephone number without the written agreement of the Landlord or their Agent which will not be unreasonably withheld.
- 6.3 The Landlord or their Agent may provide their name and contact details to any Utility, local authority or Telecom supplier.
- 6.4 Not to alter or extend any Telecom installation or wiring.
- 6.5 Check the Telecom provision would meet the needs of anyone living in the Property.

**7. *Property Licensing:*** To tell the Landlord or their Agent immediately if they become or are made aware that the Property falls into an area of licensing (of any type) whether existing at the Tenancy start or introduced throughout the Tenancy.

**8. *Storing an E-bike or E-scooter at the property:***

- 8.1 Give the Landlord or their Agent five days advance written notice if at any point they wish to store an e-bike or e-scooter at the Property to enable the Landlord to alert their insurer.
- 8.2 They understand that the e-bike or e-scooter is kept at the Property at their risk and any damage caused by its presence must be remedied by them either through their insurance or personally.
- 8.3 Take all Reasonable steps to mitigate the risk of damage to the Property by:
  - Buying any such product from a reputable company and maintaining it in line with the manufacturers instructions
  - Renting any such product from an approved company in one of the designated government trial areas as listed on the gov.uk website [here](#).
  - Making sure:
    - batteries and chargers meet official safety standard.
    - chargers are used in the official correct charger for the battery concerned.
    - batteries are allowed to cool before charging.
    - batteries are not tampered with or modified.
    - batteries are checked over before charging to make sure that they have not been damaged (for example, by being dropped) and that there are no cracks, dents, or leaks in the battery casings.
    - batteries are kept clean to avoid the build-up of dust or dirt which causes a higher risk of them overheating.
    - batteries are not left unattended during charging and are unplugged as soon as charging has been finished.
    - batteries are disconnected when not in use and kept in a battery case or fireproof bag.
  - Follow the manufacturer's instructions at all times including but not limited to only charging to the maximum charge and temperature thresholds.

## Landlord responsibilities before the start of the Tenancy, and where relevant during the Tenancy

### E. The Landlord Agrees and Accepts all of the following terms, conditions and obligations.

1. **Cleaning:** Organise and pay for the Property and any Fixtures and Fittings (including but not limited to: carpets, curtains, kitchen and bathroom fittings, appliances, windows as well as any linen, upholstery and soft furnishings where provided) to be cleaned to a Professional Standard.
2. **Consent to let:** Have obtained all necessary consents to allow the Landlord to let the Property.
3. **Energy Performance Certificate (EPC):** Provide a copy of the EPC, when one is required, to any prospective Tenants before the Tenancy starts and to keep it current as required.
4. **Established their Non Resident Landlord status, if they live outside of the UK for more than 183 days in any tax year, and they'll either:**
  - Apply to HMRC for a Non Resident Landlord (NRL) approval number to receive Rent gross of income tax and tell the Tenant the number or,
  - Appoint a UK based Rent collection Agent who'll deduct the tax or,
  - Tell the Tenant any sums they must deduct from the Rent and pay to HM Revenue & Customs as per the Income Tax Act 2007.
5. **Cesspit, septic tank, sewerage treatment plant:** Arrange and pay for emptying any cesspit, septic tank or any sewerage treatment plant before the start of the Tenancy and provide a copy of the invoice if requested by the Tenant.
6. Health and Safety - everything in, or at, the Property complies with all health and safety regulations including:
  - 6.1 Any soft furniture and furnishings they leave at the Property will comply with the Furniture and Furnishings (Fire) (Safety) regulations 1988 as amended in 1993.
  - 6.2 Any gas appliances, installations or flue must comply with the Gas Safety (Installation and Use) Regulations 1998 as amended.
  - 6.3 Will give a copy of the Gas Safety Record to the Tenant before the start of this Tenancy and within 28 days of annual renewal.
  - 6.4 All electrical appliances will comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
  - 6.5 All electrical installations will comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
  - 6.6 Will give a copy of the Electrical Installation Condition Report (EICR) to the Tenant before the start of this Tenancy and within 28 days of the renewal.
  - 6.7 There'll be one smoke alarm on every floor where there is a room used wholly, or partly, as living accommodation and a carbon monoxide alarm fitted in any room which contains a fixed combustion appliance (excluding gas cookers).
  - 6.8 Any smoke and carbon monoxide alarms will be tested on the first day of the Tenancy to comply with the [Smoke & Carbon Monoxide Alarm \(England\) Regulations 2015](#).
  - 6.9 Making sure any contractor installing blinds or curtains with cord pulls complies with the safety requirements of the European Union 2014 directives by ensuring that any cords have a safety lock and the installation complies with the manufacturer's instructions.

- 6.10 Checked with the local authority before the Tenancy starts to see if their Property falls into an area of licensing (of any type) and will continue to check the local authority website regularly to see if new schemes have been introduced throughout the Tenancy.
- 6.10.1 Any HMO Property will comply with the HMO Management Regulations 2006 and have the relevant local authority licence throughout the whole period of the Tenancy or from the start date of any new licensing scheme (or as soon as reasonably possible) if one is introduced after the Tenancy starts.
- 6.10.2 Any Property that falls into a licensing area will have the relevant licence and will comply with all obligations for the whole period of the Tenancy or from the start date of any new licensing scheme (or as soon as is reasonably possible after) if one is introduced after the Tenancy starts.

7. **Pre Tenancy works:** Make sure any pre-agreed works (such as decoration, removal of furniture and so on) as detailed in section I of this tenancy agreement, are completed before the Tenancy start date.
8. **Head Lease:** To provide details of any covenants, relating to the Property, with which the Tenant must comply.

## Guarantor responsibilities during the Tenancy

### F. The Guarantor Agrees and Accepts the following terms, conditions and obligations.

1. They will indemnify the Landlord for any:
  - 1.1 Loss, damage, Costs or other Expenses arising either directly or indirectly from any non-payment of Rent (including any Rent increase provided that the Guarantor is notified of the Rent increase by the Landlord or the Agent) or any other breach of the Tenancy.
  - 1.2 Loss, damage, Costs, Expenses, claims, liabilities or any other Tenant breaches of the Tenancy agreement if the Tenant is declared bankrupt notwithstanding the Tenant's Trustee in Bankruptcy disclaiming the Tenancy.
2. They are jointly and individually liable with the Tenant for all Tenant obligations within the Tenancy agreement. This means the Landlord can take legal action against either the Guarantor, Tenant or both for any breach of the tenancy agreement by any of them.
3. This guarantee will continue beyond the Guarantor's death or bankruptcy or if the Guarantor is a company or other organisation if the Guarantor changes ownership, alters the name of the Guarantor, or is amalgamated with any other company.
4. These obligations will not be discharged or affected by any act, neglect, and leniency or giving of time by the Landlord in trying to obtain payment or in enforcing the Tenant's covenants.
5. They indemnify the Landlord for damages in respect of any legal Costs and Expenses incurred in enforcing the terms of the tenancy agreement.
6. This guarantee is not limited to the Term specified in the tenancy agreement but to the whole period the Tenants live in the Property including any renewal, extension or continuation of the Tenancy.

## Tenant responsibilities during the Tenancy

### G. The Tenant Agrees and Accepts all of the following terms, conditions and obligations.

*If the Tenants prefer to employ the services of a third party, they will be responsible for any associated Costs. If using a third party provider they must provide receipts and certificates and/or reports when asked.*

#### 1. Access:

- 1.1 **Emergencies:** Give the Landlord, his Agent, or anyone acting on their behalf, immediate access to the Property in the event of an emergency at the Property.
- 1.2 **Periods of absence more than 21 consecutive days:** Give the Landlord access for the purpose of complying with any insurance policy conditions and taking any Reasonable necessary steps to mitigate the risk of damage to the Property however, the Landlord is not obliged to visit.
- 1.3 **Selling or reletting the Property:**
  - 1.3.1 Give access to the Property at Reasonable times and during the last two months of the Tenancy for viewings by estate and/or letting Agents, prospective tenants or purchasers as long as the Landlord or their Agent has given the Tenant at least 24 hours' prior notice in writing, which will include notice by email.
  - 1.3.2 Allow up to two signs ("for sale", "sold", "to let", "let by") to be put up during the last two months of the Tenancy.
  - 1.3.3 Allow photographs of the Property both internal and external to be taken, retained and used for marketing material when re-letting or selling.
- 1.4 **Routine purposes:** Give access to the Property at Reasonable times to the Landlord or their Agent or any person acting on their behalf (including any workmen with any necessary equipment) for the following purposes as long as the Landlord or their Agent have given the Tenant at least 24 hours' prior notice in writing, which will include notice by email:
  - 1.4.1 Valuation purposes and inspections of the condition and state of repair at the Property and allow the taking of photographs during such visits and know they'll be kept by the Landlord, their Agent or the inventory clerk to prove the condition of the Property.
  - 1.4.2 To carry out the Landlord's repairing and statutory obligations and other obligations under this agreement including painting and examining the condition of the Property.
  - 1.4.3 To carry out any inspections required by law including (but not limited to) gas safety checks and safety checks. And to return as required to do any identified works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm).
  - 1.4.4 Give access on receipt of formal written notice to the owner of a neighbouring property or their authorised workmen or their professional advisors in order to carry out any works required to the Property or the neighbouring Property under the Party Walls etc. Act 1996.
  - 1.4.5 To reimburse the Landlord for any loss incurred by them as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Property.
  - 1.4.6 The Tenant will give a minimum of 48 hours written notice to rearrange or cancel a previously agreed appointment with a third party. If the Tenant breaches this clause they'll reimburse the Landlord for any loss incurred.

1.5 **Contact details:** The Landlord or their Agent can be provided with, and may share, the Tenant or Other Occupiers' contact details with anyone who reasonably requires such details for any of the above access, viewing or inspection purposes.

**2. Temporarily empty properties:**

2.1 Tell the Landlord, or their Agent, in writing, before leaving the Property vacant for any continuous period of 21 days or more during the Tenancy.

2.2 Run water through all taps and outlets (including inside and outside taps and showers) for no less than 5 minutes to clear the system of any stale water, immediately on the Tenant returning, if the Property is unoccupied for more than 14 continuous days to reduce the risk of legionella.

3. **Animals:** Not keep any animal, reptile, insect, bird or fish without first having written agreement from the Landlord. Any such agreement may be withdrawn by the Landlord at any time, providing they have given Reasonable notice, except in case of any emergency.

**4. Car parking space:**

4.1 Only park roadworthy and taxed private motor vehicles.

4.2 Only park in the allocated space.

4.3 Not sublet or share the car parking space.

4.4 Not to work on any vehicles parked in allocated spaces beyond normal day to day issues such as checking oil levels, refilling screen wash bottles.

5. **Health and safety:** Any claims or actions they may have related to section E clause 6 must be made against the Landlord.

6. **Head Lease:** Know and follow all covenants, restrictions and obligations imposed on the Landlord by any Head Lease as long as they've been provided a copy and relate to the Tenant's occupation and use of the Property and to indemnify the Landlord for any breach, of the Landlord's obligations under the Head Lease that doesn't relate to the payment of Rent or ground rent, service charges or other monies whether caused by the Tenant any Other Occupier or any Visitor.

7. **Inventory and Schedule of Condition:** Let the Landlord or their Agent know if they haven't received the Inventory and Schedule of Condition and check-in report within ten days of moving into the Property.

8. **General care:** Take all steps and do all minor things required to care and keep the Property and all its Fixtures and Fittings in a clean and tidy condition.

This includes jobs such as changing light-bulbs, unblocking sinks (where the blockage has been caused by the Tenant, any Other Occupiers or any Visitors waste) and doing other jobs around the Property that a Reasonable Tenant would do including, but not limited to, the below:

8.1 Manufacturer's instructions should be followed at all times.

8.2 They must behave in a Tenant-Like Manner to avoid wilful or negligent damage either by themselves, their family members, any Other Occupiers and/or any Visitors.

8.3 Prevent frost or other damage occurring to any pipes or other installation in or around the Property, including outside, such as outside taps, which might be caused by cold weather, provided the pipes and other installations were adequately insulated at the start of the Tenancy. And if leaving the Property unoccupied for any period of time in periods of cold weather to make sure there is adequate heating for the weather conditions.

8.4 Keep the Property adequately ventilated, heated and cleaned to prevent damage from condensation. To ensure that any dehumidifier is emptied as specified in the manufacturer's instructions and not to leave any clothing or soft furnishing on or near this equipment.

8.5 Prevent any infestation caused by negligence or default by the Tenant, any Other Occupiers or any Visitors. The Tenant must immediately inform the Landlord or their Agent if infestation occurs as well as take all necessary steps to eradicate the infestation.

8.6 Not to damage any flooring:

- 8.6.1 Shoes that may cause damage, punctures or scratches to any flooring such as high-heeled shoes, must be removed immediately upon anyone entering the Property.
- 8.6.2 Protectors (such as felt, silicone or rubber) must be fitted to the bottom of any furniture placed on hard flooring, and must be replaced during the Tenancy if they wear out, to ensure the flooring is not damaged by furniture being moved or dragged. This includes stools, wardrobes, bureaus, sofas and such like.

## **9. Cleaning:**

- 9.1 Keep the Property and its Fixtures and Fittings cleaned to a Reasonable standard including all linen, upholstery, soft furnishings, curtains, carpets or similar articles for the whole Tenancy.
- 9.2 Clean the inside and outside of all of the windows as required during, and at the end of the Tenancy.
- 9.3 Clean (and press if required) all window dressings such as curtains, net curtains, venetian blinds and so on when necessary following the manufacturer's guidelines or any instructions from the Landlord or their Agent.
- 9.4 Clean any chimneys before use at the start of the winter season and as a minimum once a year.
- 9.5 Read instructions on any cleaning products before use to make sure they are suitable for the purpose they will be used. For example, lime-scale removers can damage certain materials (such as marble tiles and chrome Fixtures and Fittings); bleach will irreversibly stain wood surfaces.

## **10. Drains & Vents and similar:**

- 10.1 Keep clear all gutters, sewers or cesspits drains, sanitary apparatus, water and waste pipes free of obstruction.
- 10.2 Not to overload or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Property.
- 10.3 Take Reasonable precautions not to put or allow any oil, grease or other or corrosive substances to be put into any of the outlets including, the washbasins, toilets, sinks or drains as well as the cesspit, septic tank or any sewerage treatment plant.
- 10.4 To unblock any drains, gutters, down-pipes, sinks, toilets, macerators or similar, waste pipes or cesspits/septic tanks or any sewerage treatment plants which serve the Property and become blocked and the blockage is caused by the negligence or misuse by the Tenant, Other Occupiers or any Visitors.
- 10.5 Arrange and pay for emptying any cesspit, septic tank or any sewerage treatment plant as and when necessary, or in line with the manufacturers guidelines, and at the end of the Tenancy.
- 10.6 Follow the manufacturer's instructions to ensure any oil or gas tank does not run empty at any time. If this does happen the Tenant will be responsible for returning the system to full working order.
- 10.7 Ensure all air vents and/or ventilation ducts are kept free from obstruction and blockages and at all times kept clear and not covered.

## **11. Locks, alarms and manuals:**

- 11.1 Fasten all locks and bolts on the doors and windows when the Property is empty and at night.
- 11.2 Set any burglar alarm or security system when the Property is empty.
- 11.3 Take all necessary steps not to accidentally set off or damage the burglar alarm or any security system.
- 11.4 Not to install, change or re-programme any locks or alarm codes in the Property without the prior consent of the Landlord or their Agent except in the case of an emergency. The Landlord or their Agent must be given a new set of keys, fob and any new alarm, combination or other code promptly. In the event there is any change, the Tenant will be responsible for returning them to as they were at the start of the Tenancy if the Landlord requests them to.

- 11.5 Not to have any keys cut for the locks to the Property without notifying the Landlord or their Agent in writing of the number of additional keys cut and return all key sets to the Landlord or his Agent at the end of the Tenancy.
- 11.6 Any call out Charges for replacement of keys, fobs or security devices and/or any requested additional keys, fobs or security devices will be the Tenant's responsibility..
- 11.7 Where any key, fob, security device or associated item is damaged by the Tenant or any other Occupier by any act or default, the Tenant will be responsible for replacing the keys, fobs, security devices or associated items.
- 11.8 Where a porter or concierge holds a set of the Landlord's keys/fobs or Savills management key/fob set, the Tenant must have the Landlord or their Agents written permission before borrowing and/or using them. If the keys are removed without permission, or lost, the Tenant will be responsible for replacing all keys, fobs or security devices.
- 11.9 Take over and pay for any telephone line linked to a burglar alarm or security system at the Property and to leave it connected at the end of the Tenancy.

**12. Maintenance, redecoration, repair and good working order of everything at the Property including Fixtures and Fittings along with furniture and appliances**

- 12.1 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.
- 12.2 To tell the Landlord or their Agent as soon as reasonably possible, and confirm in writing, if any smoke alarms and carbon monoxide alarms are faulty or stop working and are in need of repair or maintenance.
- 12.3 Promptly replace any broken glass at the Property with the same quality glass where the Tenant, any Other Occupiers or any Visitors cause the breakage.
- 12.4 Replace or have replaced all electric light bulbs, fluorescent tubes and fuses, when necessary.
- 12.5 Make sure any water softeners that require salt are filled and kept filled with salt as and when necessary and as per any online or written instructions.
- 12.6 Not to act negligently or misuse or allow any Other Occupiers or any Visitors to act negligently or misuse any appliances or equipment.
- 12.7 To tell the Landlord or their Agent as soon as reasonably possible, and confirm in writing, of any repair or maintenance, or item needing attention as well as other matters which fall under the Landlord's obligation.
- 12.8 Take Reasonable care of the Property throughout the whole Tenancy keeping the interior, Fixtures and Fittings and decoration in the same condition as stated on the Inventory and Schedule of Condition.

**13. Refuse:** Separate and place for collection all rubbish both in the correct containers provided as well as correct bag where stipulated, in line with the local authority recycling and waste disposal scheme rules. Remove any rubbish at the end of the Tenancy before you hand back the keys.

**14. Water hygiene and safety:** Maintain good water hygiene and reduce the risk of legionella from any water outlets, including everything located both inside and outside the Property, including, but not limited to, taps and showers.

- 14.1 On the day of move in run water through all water outlets (including taps and showers) for five minutes.
- 14.2 At least once every two weeks for every room that isn't used regularly run water through all water outlets (including taps and showers) for five minutes.
- 14.3 If the Property is left empty for 14 days or more run water through all water outlets (including taps and showers) for five minutes.
- 14.4 Clean and de-scale any showerheads at least once a quarter.
- 14.5 Make sure any boiler remains set between 50 and 60 degrees Celsius.

- 14.6 Ensure children or any vulnerable people are supervised when they use the hot water taps in the Property.
- 14.7 Not adjust or remove any thermostatic mixing valve provided at the Property.
- 14.8 To inform the Landlord or their Agent immediately if the hot water is not heating properly or there are any other problems with the system.
- 14.9 The Tenant will visit the website: [hse.gov.uk/water hygiene](https://hse.gov.uk/water_hygiene) where they can see the full legionella guidance. They accept all of their roles and responsibilities detailed in the above as well as in this guidance. They will also immediately inform the Landlord or their Agent if any of the above actions are not undertaken.

**15. Garden and/or any outdoor space where included:**

- 15.1 Keep the garden neat and tidy and in the same condition and style as at the Tenancy start, including cutting the grass when necessary and keeping all parts of the garden properly cultivated.
- 15.2 Keep all borders, flowerbeds, paths, driveways and patios weeded, swept and in good order.
- 15.3 Keep window boxes weeded and in Reasonable order.
- 15.4 Cut grass regularly throughout the year and according to the season.
- 15.5 Water the garden with a Reasonable amount of water during the hotter summer months.
- 15.6 Secure in the containers provided all garden waste and remove, or arrange for its removal, in a Reasonable time during the Tenancy and at the end of the Tenancy. Follow any local authority recycling and waste disposal scheme where there is one.
- 15.7 Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or their Agent, the Landlord cannot unreasonably withhold their consent.
- 15.8 Allow access to the Landlord's gardener if gardening services are provided.
- 15.9 Remove promptly from all areas any pet waste.
- 15.10 Remove any oil, grease, tar or other such spillages (whether coming from a vehicle or other) from any driveway, patio, decking, including all outdoor spaces.

**16. House plants and annual garden plants:** Not to be under any obligation to pay for or to replace any houseplant or annual (perennial) garden plant belonging to the Landlord, which has died.

**17. Notices and correspondence:**

- 17.1 Forward any Notice, order or proposal affecting the Property or its boundaries to the Landlord, or his Agent if they're managing the Tenancy, as soon as received.
- 17.2 Forward all correspondence addressed to the Landlord to either the Landlord, or his Agent if they're managing the Tenancy, as soon as received.

**18. Right to Rent:**

- 18.1 Immediately tell the Landlord if anyone else moves into the Property.
- 18.2 Comply with the Right to Rent checks of any adult Other Occupiers who move into the Property.
- 18.3 Tell the Landlord or their Agent if any adult Other Occupier over the age of 18 have a time limited Right to Rent and they receive any communication from a relevant government department and provide copies if requested.
- 18.4 However, if there is no Right to Rent when the follow up check is completed or anyone living in the Property as their main home doesn't have the Right to Rent:
- 18.4.1 The Tenant will make a report to the Home Office, which will include submitting all adult occupiers personal information and contact details including all addresses, email addresses and telephone numbers.

**19. Insurance:**

- 19.1 The Landlord's insurance policy will not cover the Tenant's belongings. The Tenant is strongly advised to take out insurance with a reputable insurer for their own belongings, which should include both accidental damage and cover for alternative accommodation if the Property becomes uninhabitable.
- 19.2 Not to do anything which might cause the Landlord's policy of insurance on the Property (or it could be referred to as the Premises in the policy) (or on the Fixtures and Fittings to become void or voidable or cause the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all Reasonable Expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision.
- 19.3 Tell the Landlord in writing of any defect to the Property (or its Fixtures and Fittings) for example in the event of any loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) as soon as they become aware. Any delay could prevent the Landlord from making a claim.
- 19.4 If the Property becomes uninhabitable because of something the Tenant has done which they should not, or have not done which they should, they will still be liable to continue to pay Rent and cover all outgoings as set out in this agreement.
- 19.5 Be aware that if any of the Property is still uninhabitable after one month either party may end this agreement by giving immediate written notice to the other to that effect.
- 19.6 However, if any damage is caused by the Tenant's negligence or non-compliance of their obligations the Landlord or his insurance company can pursue the Tenant for all damage, remedy and associated Costs.

**20. Use of the Property:**

- 20.1 To live in the Property as their main or principal home.
- 20.2 Not to register a company or operate a business at the Property address.
- 20.3 Not to use the Property for any illegal, immoral, disorderly or anti-social purposes or hold any public meeting.
- 20.4 Not to damage any Fixtures and Fittings or other equipment including appliances by misuse or negligence.

**21. Utilities, Telecoms and council tax**

- 21.1 Pay for all Utilities and all Telecoms services supplied or used for the Tenancy.
- 21.2 If any Green Deal is in place, the Utility bill will include the Green Deal Payments and the Tenant will be liable for those Payments.
- 21.3 To contact the providers and arrange, as soon as the Tenancy has started, for all accounts to be put in the name of the Tenant.
- 21.4 Not to tamper, alter, add to or interfere with any installations or meters.
- 21.5 Not to install any pre-payment meter without the written agreement of the Landlord or their Agent.
- 21.6 Not to cause or allow the disconnection of any Utilities or Telecom providers' services and indemnify the Landlord for all Costs incurred for any Utility or Telecom reconnection due to any non-payment, act or error on their part.
- 21.7 Pay any television licence fee at the Property.
- 21.8 Pay any council tax due.

**22. The Tenant Agrees and Accepts that during the Tenancy they cannot:**

- 22.1 Instruct any contractor to repair or replace anything in the Property, which forms part of the Fixtures and Fittings without having the Landlord's written consent in advance.
- 22.2 Allow anybody at (or in the area of) the Property, to consume, or consume themselves, any drugs or any other controlled substances which are, or become, prohibited or restricted by law.
- 22.3 Do anything at (or in the area of) the Property, or in any Common Parts, which may be considered a nuisance or annoyance (including noise) to occupiers of neighbouring properties.
- 22.4 Play any musical instrument or use any sound producing or reproduction equipment so as to cause a disturbance. Nor to play any instrument or use any such equipment so as to be audible outside the Property between the hours of 10pm and 9am.
- 22.5 Redecorate, make any alterations, or additions to the Property or any part of it including installing any meter, including water meters, damaging any walls or other parts of the structure of the Property.
- 22.6 Remove or store any of the Fixtures and Fittings at the Property without the Landlords' written permission. If permission is given, they must be stored in a place that won't lead to damage or deterioration to the items. If any damage is caused, they'll be responsible for the Charges to make good or replace them.
- 22.7 Place or put up any aerial, satellite dish, cable equipment, advertisement, notice, sign or board upon the Property without the prior written consent of the Landlord.
- 22.8 Keep or store any dangerous or Flammable goods, materials or substances in, at or on the Property including any balcony or roof terrace area, apart from those required for general household use.
- 22.9 Keep or use any paraffin heater, liquefied petroleum gas heater, portable gas heater or external gas heater in, at or on the Property.
- 22.10 Hold any barbecue on any roof terrace or balcony or hold a barbecue in any communal gardens (other than in designated places on the Property which do not cause a nuisance to adjoining properties).
- 22.11 Hang any posters, pictures or other items in the Property using nails, blu-tac, sellotape or their equivalents. And, only to hang a Reasonable number (unless otherwise agreed a maximum of four per room) using picture hooks having had the Landlord's prior written consent which will not be unreasonably withheld.
- 22.12 Alter or extend the electric installation or wiring in, at or on the Property.

**23. The Tenant also Agrees and Accepts they can't assign, transfer to another person, share or sub-let either the whole or part of the Property or this tenancy agreement without having first obtained the Landlord's written consent. In addition they can't:**

- 23.1 Take in any lodgers or paying guests.
- 23.2 Advertise, feature, use any photographs of the Property or mention the Property on sites such as, but not limited to, Airbnb.
- 23.3 Advertise, feature, use any photographs of the Property or mention the Property on any form of social media.
- 23.4 Allow anyone other than the named Tenants, Other Occupiers or their immediate family to live in the Property.
- 23.5 Allow any more than the appropriate number of persons (as detailed in section A) to live at the Property and make sure the Property will not be classed as an HMO. The Tenant must immediately tell the Landlord or their Agent if there will be a change in the number of people living at the Property. The Tenant should visit [gov.uk/private-renting/houses-in-multiple-occupation](http://gov.uk/private-renting/houses-in-multiple-occupation) to learn how this affects them.
- 24 **Building Safety when the property is a flat or apartment or has any communal areas the Tenant must:**

- 24.1 Know and follow all responsibilities, restrictions and obligations imposed on them as Tenant or Other Occupier by the Building Safety Manager (BSM) which includes but is not limited to not creating risk or interfering with any equipment at the property or within the building.
- 24.2 Immediately inform the building manager of any change to occupiers and provide the new occupiers full name.

DRAFT

## Landlord responsibilities during the Tenancy

### H. The Landlord Agrees and Accepts all of the following terms, conditions and obligations.

1. **Garden, and/or any outdoor space, where included:** Maintain any boundaries, hedges, shrubs and trees at the Property, including cutting and trimming when necessary.
2. **Head Lease**
  - 2.1 If the Property is held under a superior lease (the Head Lease) where it could be referred to as the Premises or the Property, to comply with all the obligations imposed upon the Landlord by a Superior Landlord.
  - 2.2 To take all Reasonable steps to ensure that the Superior Landlord complies with their obligations under the Head Lease.
3. **Inventory and Schedule of Condition:** They'll provide and pay for a full comprehensive professional Inventory and Schedule of Condition and pay for the check-in at the start of the Tenancy.
4. **Insurance, the Landlord will:**
  - 4.1 From the Tenancy start date insure the buildings, along with any contents left by them and provide the Tenant with a copy of the policy before the Tenancy start date (or as soon as one is available), as well as any update during the Tenancy, if any new policy is taken or any changes made.
  - 4.2 Be aware that where the Property is uninhabitable because of damage caused to the Property (unless such damage is caused by the Tenant, any Other Occupiers or any Visitors) then Rent will not be due until the Property is again fit for occupation and use. The Tenant will have to find and pay for alternative accommodation. The cessation of the Rent shall be the limit of the Landlord's obligation to the Tenant, and the Landlord will not be responsible for any other losses suffered by the Tenant including the Cost of alternative accommodation.
  - 4.3 However, if any damage is caused by the Tenant's negligence or non-compliance of their obligations the Landlord or their insurance company can pursue the Tenant for all damage, remedy and associated Costs.
5. **Statutory repairing obligations**
  - 5.1 All let properties must provide a safe and healthy environment for Tenants, Other Occupiers and any Visitors. The Landlord must comply with sections 11 to 16 of the [Landlord and Tenant Act 1985 \(as amended by the Housing Act 1988\)](#) and the [Homes \(Fitness for Human Habitation\) Act 2018](#).
  - 5.2 This means the Landlord will be responsible for:
    - 5.2.1 The general good condition and maintenance of the Property, contents, Fixtures and Fittings.
    - 5.2.2 Repairing (but not improving) the structure and the exterior of the Property including but not limited to: the walls, roof, steps, windows, drains and gutters.
    - 5.2.3 The installations for the supply of gas, electricity and water.
    - 5.2.4 Sanitation, heating and hot water, including installations such as water and gas pipes, electrical wiring, boilers, water tanks, radiators, sinks, baths and toilets subject to the season and the availability of parts and/or labour. Repairs must be carried out within a Reasonable time of the Landlord being notified in writing of or becoming aware of the need for repair.
  - 5.3 The Landlord's obligation doesn't extend to re-building the Property if it is destroyed or for any repairs for which the Tenant is responsible because the Tenant any Other Occupiers or any Visitors have failed to take Reasonable care of the Property. Section 11 also specifies that when deciding the standard of repair required, the age, character, prospective life of the Property and its location must be taken into account.

However, if the Tenant, any Other Occupiers or their Visitors have damaged the Property or installations the Tenant will be held liable.

6. **The Tenant's right to live in the Property, as their home, without interference from the Landlord or anybody acting on their behalf:** They'll respect the Tenant's right to Quiet Enjoyment, won't make unannounced visits, and will comply with the terms of this agreement, and the law, in all dealings with the Tenant. Any visits must be made for good reason.
7. **Appliances:** Will be kept in Reasonable repair, with manufacturer's guidelines followed for any maintenance requirements, and they will be kept in working order. Any broken appliances will be replaced with like-for-like.

DRAFT

## Specially negotiated clauses

### I. The following are Additional Clauses for this tenancy agreement.

**They've been specially negotiated between the Landlord and the Tenant who both Agree and Accept the following terms conditions and obligations.**

#### 1. Council Tax

If this Tenancy continues and is extended following the end of the fixed Term by way of either a further fixed Term Tenancy, a Periodic Tenancy or holding over of the Tenancy, the Tenant agrees to continue to pay (or reimburse the Landlord) the council tax until the end of the Tenancy whether they are still living at the Property or have moved out.

#### 2. No Smoking

The Tenant is not to smoke: cigarettes (including electronic cigarettes), pipes, tobacco or any other substances, or permit any Other Occupier or Visitor to smoke upon or in the immediate vicinity of the Property including any balcony or roof terrace area.

Whilst the Landlord is not allowing smoking of any kind by anyone, in any form, at the Property, if there is an odour, or other evidence of smoking, the Tenant agrees to return the Property to the same condition as it was at the start of the Tenancy. The Tenant Agrees and Accepts that complete redecoration of the affected areas, additional cleaning (or replacement) of all soft furnishings, carpets or other flooring to a Professional Standard may be necessary.

**{#NB: YOU MUST SELECT ONE OF THE TWO CLAUSES**

#### 3. No animals and pets

The Tenant and any Other Occupier agree not to keep any animal, for instance horse, dog, cat, reptile, bird, fish, or insect at the Property without the prior written consent of the Landlord or their Agent. They understand that the Landlord may withdraw their consent as long as they've given written notice, or in an emergency.

Whether or not agreed that the Tenant can keep an animal at the Property they Agree and Accept they'll be responsible for:

- Taking all necessary steps to keep the Property free of fleas and ticks throughout the Tenancy.
- Returning the Property to the same standard of cleanliness and condition at it was recorded at the start of the Tenancy. This includes making any repairs, replacements and doing any re-decoration and clearing-up (including soft furnishings, carpets, flooring, outside spaces) resulting from the animal. Any animal damage would not be considered Fair Wear and Tear.

They'll be held liable for up to and including six weeks after the end of the Tenancy in case an issue becomes apparent after they move-out, such as an infestation of fleas.

**OR**

#### Animals and pets – requested by TT and agreed by LL

The Tenant has specifically requested and the Landlord has Agreed the Tenant can keep at the Property a (type of pet, Breed of pet, Name of pet, Age of pet)

The Tenant Agrees and Accepts:

- They'll take all Reasonable steps not to allow the pet to cause nuisance to the neighbouring Properties.
- If nuisance is reported the Tenant will take Reasonable steps such as keeping the pet inside the Property to avoid disturbing the quiet enjoyment of their neighbours.

- If nuisance continues the Landlord may withdraw their consent as long as they've given four weeks written notice or if in the event of an emergency for example any harm to any persons, the Tenant must immediately remove the pet from the Property.
- They'll take all necessary steps to keep the Property free of fleas and ticks throughout the Tenancy.
- Return the Property and Fixtures and Fittings to the same standard of cleanliness and condition as recorded at the start of the Tenancy. This includes making any repairs, replacements and doing any re-decoration and clearing-up (including soft furnishings, carpets, flooring, outside spaces) and fumigation resulting from the animal. Any animal damage would not be considered Fair Wear and Tear.
- They'll be held liable for up to and including six weeks after the end of the Tenancy in case an issue becomes apparent after they move-out, such as an infestation of fleas.<sup>#}</sup>
- In the event that the Tenant should at any time during the Tenancy either not have a pet or have a lesser number of animals for whatever reason at the Property the Rent shall remain as per this tenancy agreement

#### 4. Pre Tenancy Clean

Before the Tenancy start date the Landlord will arrange for the Property to be cleaned throughout to a Professional Standard to include all floorings (for example, carpet, laminate, wood, tile, vinyl), kitchens, bathrooms, and windows as shown by the Inventory and Schedule of Condition. The Tenant agrees to ensure the Property is returned cleaned to the same Professional Standard as shown by the check-in report.

There must be coding to include any agreed break clause.

Any other specially negotiated clauses that are agreed and inserted here must refer to the right clause in this TA. They should always say the section followed by the clause number for example, As per section J, clause 1.2.

**During the Tenancy, there are provisions for re-entry. These are the ways a Landlord may evict a Tenant during the fixed Term.**

**J. During this Tenancy, and at any time, both the Landlord and Tenant Agree and Accept that if the Tenant doesn't adhere to any of the terms, conditions and obligations contained in this tenancy agreement, the Landlord may give written notice to the Tenant to seek possession of the Property.**

### **The Landlord may seek possession at any time if:**

1. The Rent has not been paid within 14 days of being due whether or not a demand has been sent.
2. The Tenant breaches their agreements, obligations and conditions in this tenancy agreement.
3. If the Tenant doesn't vacate the Landlord can obtain a court order to gain Vacant Possession. The Landlord can still pursue the Tenant for all Rent arrears and any damages.
4. The Tenant abandons (or appears to abandon) any part or the whole of the Property the Landlord may, by any means, after 21 days enter and take possession of the Property without risk of prosecution or being held liable to the Tenant for damages or any kind of payment. The Landlord as Agent for the Tenant may:
  - 4.1 Let, collect and receive Rent for some or all of the Property for some or all of the unexpired Term (but he doesn't have to).
  - 4.2 Hold the Tenant liable for any difference between the Rent payable under this tenancy agreement and the Rent collected from any new letting to make up any shortfall.
  - 4.3 Dispose of, in any manner, any items left in or upon the Property and will not be held liable by the Tenant for their actions.
5. The Tenant is declared bankrupt under the Insolvency Act 1986

## Landlord and Tenant responsibilities at the end of the Tenancy

### K. At the end of the Tenancy both the Landlord and Tenant Agree and Accept the following terms, conditions and obligations.

1. **Inventory and Schedule of Condition, check-out appointments**, if appointments are made for the Inventory check-out and the Property is not ready (for example the Tenant hasn't removed all of their items, and cleaned the Property to the standard stated in this tenancy agreement) or access cannot be gained, the Tenant will be in breach of this tenancy agreement.
2. The Landlord or their Agent must tell the Tenant as soon as reasonably possible after the end of the Tenancy (our aim is 10 working days) if they propose to claim any money from the Deposit.
3. If the Tenant doesn't tell the Landlord or their Agent within 20 days after they've been notified of any proposed claim that they'll be disputing it, and the Landlord or their Agent have tried to contact them through all means and they don't respond, the Landlord or their Agent may (but are not obliged to) distribute the Deposit in accordance with section C clause 6 of this tenancy agreement or release the Deposit in full and the Tenant will not be able to raise any dispute.
4. Any maintenance or other issues during the Tenancy can't be offset against the Deposit.
5. If there is no dispute the Landlord or their Agent will keep or repay the Deposit to the Tenant, according to the agreed deductions and the conditions of this tenancy agreement. Payment must be made within a Reasonable time (our aim is 10 working days) of the Deposit allocation being agreed.
6. If, after 10 working days following notification of a dispute to the Landlord or their Agent, and Reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit, the dispute will (subject to the next sub-clause below) be submitted to HF Resolution Ltd (nodeposit@hamiltonfraser.co.uk), a company who offer government authorised alternative dispute resolution for the property industry to undertake an adjudication. The decision of the adjudicator appointed by HF Resolution shall be final and binding on both parties. The cost of such an adjudication is £480 and is to be paid equally by both parties or at the direction of the adjudicator. All Parties agree to co-operate with the adjudication.
7. The Landlord and Tenant's legal rights to take court action won't change if they decide to submit the Deposit dispute for adjudication.
8. If the Landlord and Tenant cannot or do not agree on the Deposit deductions for any Deposit money held by the Landlord's Agent, after six years the Landlord's Agent may, acting reasonably, give the Deposit money to a charity of their choice. The Landlord and Tenant will have no further claim on this money.
9. If a dispute is not submitted to an adjudicator in accordance with clause 7 above, the Parties will need to mutually agree or obtain a court order specifically stating how the Deposit can be released by the Stakeholder of the Deposit.

## Tenant responsibilities at the end of the Tenancy

### L. The Tenant Agrees and Accepts the following terms, conditions and/or obligations.

1. Give up the Property with Vacant Possession to the Landlord in a good condition as per the terms of this Tenancy.
- 1.1 Make sure before check-out all of their goods and personal possessions are removed and all rubbish including garden waste is removed and disposed of (following the local authority recycling and waste disposal scheme as well as using their services where available).
2. Make sure that if any posters, pictures or any other items have been attached to, by any means, any part of the Property by any method, they'll return the surface to the same condition (for example filling any holes and painting, using the same make and colour of paint) as detailed on the Inventory and Schedule of Condition and/or check-in report.
3. Any belongings they leave will be disposed of; the Landlord will get rid of any perishable items immediately but will wait for seven days after the termination date having given notice either in writing by text, email, letter (to the Tenant's last known number or address) or social media before disposing of anything else. The items may be destroyed and the Landlord will not be liable for any loss the Tenant suffers as a result and the Tenant will reimburse the Landlord for any third party claims on any of the items.
4. Have the electricity, gas and water meters read and to close, and pay, outstanding accounts but leave all services connected (where possible).
5. Transfer all Telecom accounts from the Tenant's name and pay outstanding accounts but leave them connected (where possible).
6. Tell the Landlord or their Agent the name and contact details of the Utility and Telecoms suppliers at the end of the Tenancy.
7. To clean the Property and the Fixtures and Fittings to the same Professional Standard of cleanliness in which they were provided at the start of the Tenancy. This includes any linen, upholstery, soft furnishings, curtains, carpets or similar articles, which may have been used or become soiled during the Tenancy. Before any cleaning is started, they'll take instructions from the Landlord as to how the cleaning should be done to ensure no damage is caused. Any damage above Fair Wear and Tear will be the Tenants responsibility to return it to the condition it was at the start of the Tenancy.
8. To provide a forwarding address (which will be used for administrative, including any Deposit return or debt collection purposes) as soon as reasonably possible, but no later than the end of the Tenancy. It will be needed in every case, irrelevant of how the Tenancy ended to deal with the return of the Deposit and end of Tenancy matters.
  - 8.1 The Tenant must give the Landlord or their Agent UK bank details.
  - 8.2 If the Tenant requests any monies to be paid to an overseas account they will pay a fee of £30 per payment to the Agent. The Landlord and their Agent reserve the right to return any Deposit by cheque.
9. Immediately return or provide all keys, fobs, alarm codes, remote controls, or other security devices to the Landlord or their Agent.
10. Replace any keys, fobs, remote controls, or other security devices at the end of the tenancy in the same condition as they were at the start of the tenancy taking wear and tear into account
11. Any remote controls or other security devices that have been damaged, lost, or not returned which are noted on the Inventory and Schedule of Condition or check-in report but missing from the check-out report this will be a breach of the Tenancy Agreement and the Tenant must either replace them with like-for-like or a claim can be made from the Deposit to replace them at the end of the Tenancy.
12. The Property folder and all of its contents belong to the Property and must remain in the Property. If it is noted on the Inventory and Schedule of Condition or check-in report but missing from the check-out

report or there is evidence that an item replaced or provided during the tenancy is missing the Tenant will replace them with like-for-like.

13. Remove any aerial, satellite dish, cable equipment, advertisement, notice, sign or board, they have put up during the Tenancy, and make good to the Landlord's Reasonable satisfaction as required by the Landlord or their Agent.
14. Leave all Utilities and supplies connected and ready to use as they were at the start of the Tenancy.
15. To ensure that if the Property is heated by oil or LPG that the tank is filled to the same level as at the start of the Tenancy.
16. Tell each Utility Supplier and Telecom provider this Tenancy has ended, provide meter readings, forwarding address and pay any outstanding monies to close the account.
17. Repay to the Landlord any council tax Charge relating to the Term of the Tenancy, which the Tenant has not paid.

DRAFT

## Landlord responsibilities at the end of the Tenancy

### M. At the end of the Tenancy the Landlord Agrees to, and Accepts the following terms, conditions and obligations.

1. To review the Inventory and Schedule of Condition check-out report and provide a list of proposed deductions.
2. Take back possession of the Property and the responsibility for its maintenance, safety and security and Payment of outgoings.

DRAFT

## N. Storing, handling and sharing personal data

1. The Landlord and 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").
2. The Landlord and Agent will securely hold, process and, where required to do so, destroy any personal data held in relation to this Tenancy and in accordance with the Data Protection Laws.
3. The Landlord and Agent will only share the personal data, including current and future addresses of the Tenant or any Guarantors and any Other Occupiers, in the following manner:
  - 3.1 The Tenant Agrees that the Agent may pass their full details, including email and contact numbers, to the Landlord;
  - 3.2 With Utility and other suppliers, including block managing agents where communal utilities are provided
  - 3.2 With block managing agents for the purpose of them ensuring compliance with both resident and building safety obligations.
  - 3.4 With contractors for the purpose of arranging access to enter the Property to estimate for works, or for maintenance and/or repairs and any statutory obligations to which the Landlord must comply;
  - 3.5 With the local authority, credit or reference providers;
  - 3.6 With debt collection companies or to the Landlords legal advisers for any legal proceedings; and
  - 3.7 With any third parties when it is reasonably required for the operation, provision and maintenance of this tenancy agreement.
4. 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.
- 4.1 The Tenant Agrees that the Agent may contact the Tenant to offer similar products or services, provided each communication allows the Tenant the opportunity to opt out of receiving such communications.
5. Savills privacy policy is available online at <https://www.savills.co.uk/footer/privacy-policy.aspx>.

## Signing pages

The Electronic Communications Act 2000, section 7, states that digital signatures are valid and admissible in evidence. You agree to the use of digital signatures.

DRAFT