

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996). Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the Landlord and Tenant. You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.

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

In this Agreement the clauses are written in plain English and once signed and completed it becomes a contract between you and your Landlord.

The Main Terms of the Tenancy:

DATE	[DATE]
LANDLORD	Mr and Mrs xxxxx of [address] The term 'Landlord' may also include the Landlord's Agent meaning any persons authorised by the Landlord to act on the Landlord's behalf from time to time in relation to the tenancy; a letting agent or a solicitor, for example.
TENANTS	xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx (together and each the 'Tenant') If the Tenant is more than one person their obligations under this agreement is joint and several. This means they are each individually liable for all of the Tenant's obligations as well as individually
AGENT	Danvers Estate Agents, 37 Western Boulevard, Leicester LE2 7HN
PROPERTY	[address]
INVENTORY	The inventory to be signed by the parties upon commencement of tenancy
TERM	The Landlord lets to the Tenant the Property for a period of 12 months. The Tenancy shall start on and include the [date] and shall end on and include the [date] but subject to the terms herein.
RENT	The Tenant shall pay to the Landlord/Agent the Rent as set out below: 01/07/20XX £000 (Summer Retainer and September) 10/10/20XX £000 (October, November and December) 11/01/20XX £000 (January, February and March) 30/04/20XX £000 (April, May and June) To be paid by standing order, set up directly by the tenant(s) with the property address as reference as failure to do so may result in your payment not being allocated against your Tenancy.
DEPOSIT	The Tenant shall pay or procure the payment to the Landlord, upon entry, £[] (the " Deposit ") held in accordance with the terms hereof. Alternatively, the tenants have opted for a zero-deposit policy. If the landlord has a let only service with Danvers Estate Agents, your landlord will provide you will the relevant information regarding your deposit.
GUARANTOR	[insert name and address] OR Not Applicable OR refer to the Guarantor Form
FIXTURES AND FITTINGS	The Tenancy shall include OR exclude the Fixtures and Fittings in the Property including all matters specified in the Inventory which shall be completed on the term commencement date.
HOLDING DEPOSIT	Holding deposit: one full weeks rent. Following commencement of the tenancy you have chosen for this amount will be allocated to the first month's rent.

1. Retainer

The Tenants agree to pay half the Rent as retainer for the month of July and August for non-occupation. If occupation is required during this period, full rent is payable from first day of the month of move in and up to and including 31st August when the retainer period ends. Permission to live in the Property during July and August will not be unreasonably withheld by the Landlord nor can early occupation be guaranteed. Should early occupation be required during the retainer period, you must notify the agent in writing during the month of May.

2. Deposit

The following clauses set out:

- what the Landlord will do with the Deposit monies paid by or behalf of the Tenant(s).
- what the Tenant can expect of the Landlord, when the Landlord deals with the Deposit.
- the circumstance in which the Tenant may receive less than the sum paid to the Landlord, as a Deposit at the conclusion of the Tenancy and
- the circumstances in which other monies may be requested from the Tenant.

The Landlord shall place the Deposit in a Tenancy Deposit Scheme as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent.

2.1. After the Tenancy the Landlord is entitled to deduct from the sum held as the Deposit any monies referred to in clause 2.3 of this Agreement.

2.2. The Landlord or the Agent shall notify the Tenant of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.

2.3. The Landlord may for the avoidance of doubt deduct monies from the Deposit (as set out in clause 2.2) to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant.
- cleaning required to the Property at the end of the Tenancy.
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in clause 13.1).
- any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, by the local authority.
- any other breach by the Tenant of the Terms of this Agreement.
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy or during the term of the Tenancy.
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property.
- any unpaid council tax.
- any unpaid telephone or broadband charges.

2.4. Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Tenancy Deposit Scheme holds the Deposit or any part of it.

2.5. Danvers Estate Agents uses the below Tenancy Deposit Scheme: -

Full name:	The Deposit Protection Service
Current address:	The Pavilions Bridgwater Road Bristol BS99 6AA
Telephone number:	08444 727 000
Email address:	enquiries@depositprotection.com
See www.depositprotection.com for full terms & conditions.	

2.6. If your landlord has agreed a let only service with the agent, your landlord will provide you with the relevant information in due course.

Obligations of the Tenant

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

3. General

Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the definition of the Tenant.

4. Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the premises.

5. Paying Rent

To pay the Rent whether or not it has been formally demanded without any deductions or set-off (save to the extent law permits this contractual obligation not to set off or deduct). The Rent shall be paid by the Tenant by **Standing Order** to:

Account holder: Danvers Estate Agents

Account Bank: Barclays bank

Sort Code: 20-49-17

Account number: 73387771

6. Further Charges to be paid by the Tenant

6.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the Council, or by paying that sum to the Landlord, where the Landlord, has paid that sum to the Council (whether legally required to do so or not) within 5 days of receiving a written request for such monies.

6.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force (or meant to be in force):

- gas
- water (including sewerage and other environmental services)
- electricity
- any other fuel charges
- telecommunications and broadband
- council tax
- other outgoings

6.3. To pay to the Landlord, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:

- recovering or attempting to recover any Rent or other monies in arrears.
- the enforcement of any obligation of the Tenant under this Agreement.
- the service of any notice relating to any breach of this Agreement whether or not court proceedings are brought.

6.4. To pay £30.00 inclusive of VAT or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

6.5. The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

6.6. To pay for a television licence if required.

6.7. To pay for a professional clean at the end of the Term if required in accordance with the inventory and schedule of condition

6.8. To pay the agent £50.00 inclusive of VAT for any change of Tenant during the Term. Any change of Tenant may be subject to proper references.

6.9. To pay £20 inclusive of VAT should you request a reference.

7. The Condition of the Property: Repair, Maintenance and Cleaning

7.1. To take all steps to keep the interior of the Property and the Fixtures and Fittings in full repair and condition, clean decorative order and condition throughout the Term (unless expressly excluded in the Inventory and Schedule of Condition).

7.2. To inform the Landlord immediately of any repairs or other. To keep the Property and Fixtures and Fittings in a clean and tidy condition.

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

- 7.4. To clean the inside and outside of the windows regularly and at the end of the Tenancy.
- 7.5. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 7.6. To keep all smoke alarms and detectors and carbon monoxide alarms and detectors in good working order and to test them all at least once each week and replace batteries where necessary and to immediately report any fault to the Landlord.
- 7.7. To keep all emergency lighting if present in good working order and to test them all at least once each month and replace batteries where necessary and to immediately report any fault to the Landlord.
- 7.8. All solid fuel appliances are non functional and for decorative use only.
- 7.9. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 7.10. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 7.11. To replace all electric light bulbs, fluorescent tubes and fuses.
- 7.12. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 7.13. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within 2 days of being notified or to authorise the Landlord to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours' notice) with workmen, to carry out any repairs or other works. The cost of any repairs or work will be charged to and paid for by the Tenant.
- 7.14. To take all required precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 7.15. To keep all taps, washbasins, baths, water closets, showers, waste disposal units, domestic water heaters, sewers, overflows, waste and other internal pipes in or connected with the Property free from obstruction, clean, free from frost and in good working order and to keep in good working order all wires conduits, fittings and other apparatus within and exclusively serving the Property. The Tenant will make good all damage occasioned to the Property or to part of the building of which the Property form part through any breach of this Agreement or through improper use by or negligence of the Tenant, agents, visitors and other authorised by the Tenant through the stopping up, bursting, overflowing or leakages of any kind of the said taps, washbasins, baths, water closets, showers, waste disposal units, domestic water heaters, sewers, overflows and waste and other internal pipes in or connected with the Property provided that this sub-clause shall not impose any liability upon the Tenant which is cast upon the Landlord by Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by Housing Act 1988) providing the Tenant has notified the Landlord as provided by such acts.
- 7.16. To promptly replace all broken fuses, tap washers, light bulbs, batteries and glazing.
- 7.17. To keep the items of inventory in a full state of repair and condition and to replace with identical items where possible or similar articles of at least equal value (or if the Landlord so requires to pay to the Landlord the value thereof) all items as may be destroyed or so damaged as being incapable of being restored to their former condition and not to permit or suffer any items of the inventory or any items substituted as aforesaid to be removed from the Property otherwise than for necessary repair (whereupon written notice shall be given to the Landlord) without the consent of the Landlord.
- 7.18. To take all precautions to prevent condensation and damp by keeping the Property adequately ventilated and heated.
- 7.19. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property.
- 7.20. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 7.21. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.
- 7.22. To deliver up the Property and the items of inventory at the end of the Term (or if determined earlier) in full repair, clean and tidy.

8. Insurance

- 8.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 8.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 10 of this Agreement.

- 8.3. To inform the Landlord of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 8.4. To provide the Landlord with details of any loss or damage, under clause 6.2 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 8.5. **The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

9. Access and Inspection

- 9.1. To allow the Landlord, any Superior Landlord, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord will give the Tenant not less than 24 hours notice. The Tenant is required to allow access, inter alia, when:
 - the Tenant has not complied with terms of this Agreement and the Landlord wishes to enter the Property in accordance with the terms under this Agreement.
 - the Landlord, or an appointed contractor seeks to carry out work for which the Landlord is responsible.
 - a professional adviser has been appointed by or authorised by the Landlord visit or inspect the Property.
 - the safety check of the gas, gas appliances or electrics is due to take place.
 - the Landlord wishes to inspect the Property.
- 9.2. To allow the Property to be viewed upon the Tenant being given reasonable notice, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property. If the Tenant is not available at the time of the appointment, the Landlord or the Agent has the right to enter the Property with a set of keys to the Property.
- 9.3. Where a Property has individual bedroom door locks, these must be left open for the viewing period and in the event that the rooms remain locked and access is denied for the purposing of re-letting, the Tenant shall be pay for all costs and damages incurred for a contractor to gain entry to the room and replace the lock if required. A new key will be available from the Landlord/Agent.
- 9.4. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" or "sold" signs at the Property during the Tenancy.

10. Assignment

- 10.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's prior written consent.
- 10.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Property unless the Landlord has given prior written consent.

11. Use of the Property

- 11.1. To use the Property only as a private residence for the occupation of the Tenant.
- 11.2. If there is anyone other than the Tenants residing in the Property without the Landlord's written consent then the Landlord will be entitled to seek a Court Order for possession of the Property whether or not the Landlord may be in breach of his statutory obligations.
- 11.3. Not to register a company at the address of the Property.
- 11.4. Not to run a business solely from the Property.
- 11.5. Not to use the Property for any illegal purpose.
- 11.6. Not to hold or allow any sale by auction at the Property.
- 11.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law. Not to use or consume or allow to be used or consumed any legal highs. Not to use the Property or allow others to use the Property in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 11.8. Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord.
- 11.9. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 11.10. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord which will not be unreasonably withheld.
- 11.11. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 11.10 above.

- 11.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- 11.13. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 11.14. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

12. Utilities

- 12.1. To notify the suppliers of gas, water, electricity, other fuel, telephone and broadband services to the Property that this Tenancy has started.
- 12.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.
- 12.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 12.4. To inform the Landlord, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 12.5. To inform the Landlord within a reasonable time of a utility being transferred to a new supplier.
- 12.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 12.7. To pay any costs incurred by the Landlord in transferring the account back to the original supplier at the end of the Tenancy if applicable.
- 12.8. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 12.2 or by anything done or not done by the Tenant.
- 12.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- 12.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy save as for if the utility payments are included in the rent.
- 12.11. To permit the Landlord at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 6.2 and to the local authority.

13. Animals and Pets

- 13.1. Not to keep any animals or birds (whether domestic or otherwise) in the Property without the prior consent of the Landlord.

14. Leaving the Property Empty

- 14.1. To notify the Landlord before leaving the Property vacant for any continuous period of 14 days or more during the Tenancy.
- 14.2. To comply with any conditions set out in the Landlord's Policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 14.1 of this Agreement.

15. Locks and Alarms

- 15.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.
- 15.2. To set the burglar alarm (if applicable) when the Property is vacant.
- 15.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar or fire alarm.
- 15.4. Not to install or change any locks in the Property without the prior consent of the Landlord, which will not be unreasonably withheld, except in an emergency.
- 15.5. Not to have any further keys cut for the locks to the Property without notifying the Landlord of the number of additional keys cut.
- 15.6. To return all keys, including any additional keys, remote controls, security devices or tags to the Landlord at the end of the Tenancy (whether before or after the Term of this Agreement).
- 15.7. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.
- 15.8. To instruct a contractor to replace locks or gain entry should the Tenant be locked out and requiring entry back into the Property. The tenant is required to provide the Agent and Landlord with replacement keys within 24 hours.

16. Garden etc.

- 16.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 16.2. To keep the window boxes borders, paths, and patios, if any, weeded.
- 16.3. To cut the grass regularly during the growing season.
- 16.4. To allow any person(s) authorised by the Landlord if applicable access to the Property for the purpose of attending to the garden.
- 16.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord which will not be unreasonably withheld.

17. House Plants

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

18. Car Parking

- 18.1. To park private vehicle(s) only at permitted parts of the Property.
- 18.2. To park in the space allocated to the Property, if the Tenant is allocated a car parking space.
- 18.3. To park in the garage or the driveway to the Property if applicable.
- 18.4. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 18.5. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 18.6. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

19. Refuse

- 19.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- 19.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 19.3. To dispose of all refuse through the services provided by the Local Authority.

20. Notices

- 20.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord within a reasonable time of receipt of any notice, order, or proposal.
- 20.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

21. Inventory and Checkout

- 21.1. To return to the landlord a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, and within 5 days of the Inventory and Schedule of Condition being signed any written amendments or notes.
- 21.2. To agree that the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 21.1 above is not returned to the Landlord.
- 21.3. To allow access for the check of the Inventory and Schedule of Condition at the termination or sooner ending of the Tenancy following receipt of reasonable notice from the Landlord.
- 21.4. To accept that if the Tenant does not attend an appointment for the check out if this has been agreed, a report will be prepared at that time which the Tenant will be bound to accept.

22. Head Lease

- 22.1. To comply with the obligations of the Head Lease (if applicable).

Conditions to be kept by the Landlord

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

23. Quiet Enjoyment

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

24. Consents

24.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

Interrupting or Ending this Agreement

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

It is agreed between the Landlord and Tenant as follows:

25. Ending the Tenancy and Re-entry

25.1. If at any time:

- the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- if any agreement or obligation of the Tenant is not complied with; or
- if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended);

The Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

26. Early Termination

26.1. If the Tenant vacates the Property during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Property is re-let whichever is earlier. The tenant will be liable for all cost incurred to the Landlord and Agent.

26.2. If there is more than one party comprising the Tenant, if one party wishes to leave and the Landlord agrees to the same in writing ("Outgoing tenant"), the Outgoing Tenant and the new Tenant replacing him/her ("Incoming Tenant") must sign a Novation Agreement and the Outgoing Tenant must pay a Novation fee of £50.00 inclusive of VAT per Tenant.

26.3. The Outgoing tenant's deposit (or a proportion of the same as determined by the Landlord) will be repaid once the original Tenancy has concluded and the Property has been returned with all keys in its original state of condition.

27. Removal of Goods

27.1. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored and the Landlord removes them from the Property and stores them for a maximum of one month of vacating the property. Charges will be incurred where the items have not been cleared and the Tenant has failed to collect the items promptly. If the items are not collected within one month of vacating the property the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal. The costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

27.2. The Tenant will remain liable for Rent and other monies due under this Agreement where the Property is left with bulky furniture, or a large amount of other bulky or heavy items belonging to the Tenant which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed from the Property or the Landlord or the Agent remove, store, or dispose of the items. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges. The costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

28. Data Protection Act 1998

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

29. Notices

- 29.1. the tenant is required to provide the agent or landlord written confirmation of their intent to vacate, this is required one full month in advance prior to the end of the tenancy.
- 29.2. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- 29.2.1. sent by post to the Landlord's address given in schedule 1 (or such subsequent address the Tenant is informed of);
 - 29.2.2. sent to the Landlord's e-mail address stated in schedule 1.
- The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is as set out above.
- 29.3. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- 29.3.1. sent by post to the Property;
 - 29.3.2. left at the Property; or
 - 29.3.3. sent to the e-mail address stated in the Parties clause.
- 29.4. Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- 29.4.1. sent by post to the Guarantor's address stated in the Parties clause;
 - 29.4.2. left at the Guarantor's address stated in the Parties clause or Guarantors Form;
 - 29.4.3. sent to the Guarantor's fax number or e-mail address stated in the Parties clause.
- 29.5. The Tenant shall as soon as reasonably possible (and in any event 3 days) deliver or post on to the address set out in this Agreement , any notice or other communication which is delivered or posted to the Property.
- 29.6. The provisions for the service of notices are that if the Landlord delivers by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary post addressed to the Tenant at the Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 29.7. The provisions for the service of notices are that if the Tenant deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in this Agreement the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary post addressed to the Landlord at the address specified in this Agreement or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holiday

30. Counterpart

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31. Guarantee

- 31.1. The Guarantor guarantees payment by the Tenant to the Landlord of the rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of this Agreement.
- 31.2. If the Tenant is jointly and severally liable with other(s) to pay the rent and otherwise comply with the terms and provisions of the Agreement the Guarantor acknowledges liability is for the payment of the full rent or any breach of the terms and provisions of the Agreement by any of the other Tenants.
- 31.3. If the Tenant shall default in the payment of the rent or any other monies payable under the Agreement the Guarantor will upon written demand by the Landlord agrees and/or Agent pay the Landlord the rent or other monies which shall be so in arrears.
- 31.4. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in this Agreement the Guarantor will on demand pay to the Landlord all losses damages expenses

and costs which you may be entitled to recover by reason of such default. The Guarantor's liability under this Clause is unlimited.

- 31.5. This guarantee (contained in this Agreement which may be referred to as "Guarantee") shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death of bankruptcy of the Tenant (or any other person who is a party to the Agreement)
- 31.6. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of this Agreement with or without the Guarantor's consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and the Landlord under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.
- 31.7. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party.
- 31.8. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
- 31.9. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and the Landlord with or without the Guarantor's consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of this Agreement or failure or neglect on the Landlord's part whether as to payment time performance enforcing this Agreement or otherwise or any refusal by you to accept rent or other monies following any breach of the terms and provisions of the tenancy.
- 31.10. This Guarantee shall constitute the Guarantor as principal debtor(s).
- 31.11. Any demand shall be valid if sent by post or left at Guarantor's address specified above or such other address as the Guarantor may notify to the Landlord in writing as to whether any such demand should be sent so long as a receipt for such notification of such alternative address is issued by the Guarantor.
- 31.12. Where more than one person is a party to this Agreement as Guarantor the obligations of them shall be joint and individual.
- 31.13. All payments which the Guarantor is obliged to make to the Landlord under the terms of this Guarantee shall be made without set-off (whether legal or equitable) lien or counterclaim.

32. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 32.1. "Landlord(s)" includes the Agent or anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 32.2. "Tenant" includes anyone entitled to possession of the Property under this Agreement.
- 32.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
- 32.4. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 32.5. "Agent" is Danvers Estate Agents or anyone who subsequently takes over the rights and obligations of the Agent.
- 32.6. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- 32.7. "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- 32.8. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 32.9. "Term" or "Tenancy" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 32.10. "Deposit" is the money in the Tenancy Deposit Scheme (or Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

- 32.11. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 32.12. "Outgoing tenant" is the tenant that is leaving the Property before the end of the agreement date
- 32.13. "Remaining tenants" are the tenants the will continue residing at the Property up to the end of the agreement date
- 32.14. "Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.
- 32.15. "Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 32.16. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 32.17. "Water charges" include references to water sewerage and environmental service charges.
- 32.18. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 32.19. "Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 32.20. "the Policy" means any insurance policy held by the Landlord for the Property or the Fixtures and Fittings.
- 32.21. References to the singular include the plural and references to the masculine include the feminine.
- 32.22. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

Schedule 1 - Parties Contact Details

Landlord:	Full name	Mr & Mrs xxxxx
	Current address	c/o Danvers Estate Agents 37 Western Boulevard Leicester Leicestershire LE2 7HN
	Email	info@danversestates.com
	Phone number	01162758888

Tenant: Full name
Current address
Mobile number
Email address
Home number

Tenant:- Full name
Current address
Mobile number
Email address
Home number

Tenant:- Full name
Current address
Mobile number
Email address
Home number

Tenant:- Full name
Current address
Mobile number
Email address
Home number

Tenant:- Full name
Current address
Mobile number
Email address
Home number

Danvers Estate Agents Sample Tenancy Agreement

By signing this Agreement The Tenant confirms he/she has received a copy of the Energy Performance Certificate, Gas Safety Certificate and a copy of the How to Rent Guide once Tenancy commences.

Signatures to the Agreement

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

Tenant Name:

Signed

Tenant Name:

Signed

Tenant Name:

Signed

Tenant Name:

Signed

Tenant Name:

Signed

For and on behalf of the Landlord:

Signed

Witness Name:

Signed

Witness address: 37 Western Boulevard, Leicester, LE2 7HN

Witness occupation: Letting Agent