

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY - PARTICULARS

This agreement is made on the 20 day of 6 2016

1. The Landlord: JOE DUNNE , Ashbrook Chalkhouse green
RG4 9AW (name and address)
2. The Tenant(s): Jamie Browne 14 Tavistock RG2
7SR (name and address)
3. The Premises: Broomant F6 24 Baker St
4. Tenancy Start Date: 21/6/2016
5. Term of Tenancy: 12 month ongoing
6. Rent: £~~6500~~ per annum, ~~exclusive~~/inclusive of Council Tax and all other outgoings, clear of all deductions for the duration of the term.
£7800
7. Rent Payable In ~~advance/arrears~~ by payments ~~monthly/weekly~~ on the signing of this Agreement and every anniversary thereafter by standing order. Payments are to be made to the bank account detailed at section 9 below.
8. Bank Account Bank account name: Natwest
Bank: TBC
Branch:
Account no:
Sort code:

Or any account notified to the Tenant by the Landlord in writing
9. Deposit The deposit, £650, will be protected by NIL (name of scheme) in accordance with their Terms and Conditions. These Terms and Conditions and alternative dispute resolution rules governing the protection of the deposit including the repayment process can be found attached at Annex 1 to this Agreement. The deposit is repayable only on satisfactory vacation as defined in clause 4.4 of this Agreement. The Tenant hereby acknowledges that no interest is repayable on the deposit held.
10. Landlord's Agent: NA (name and address)
11. Notice under Section 48 Landlord and Tenant Act 1987 (landlord's address for service of notices): (address)
12. Fees The Tenant shall pay to the Landlord or his agent the costs incurred by the Landlord to rectify any breach of this Agreement by the Tenant including but not limited to legal fees, court fees and surveyor fees.

ASSURED SHORTHOLD TENANCY AGREEMENT

THIS IS AN ASSURED SHORTHOLD TENANCY AGREEMENT UNDER THE
HOUSING ACT 1988 (AS AMENDED BY THE HOUSING ACT 1996)

LANDLORD

MR JOE DUNNE

.....

and

TENANT

JAMIE BROWNE

.....

AGREEMENT FOR LETTING OF

Basement Room 6

24 Balcar Street RG1 7XX

ON AN ASSURED SHORTHOLD TENANCY

IMPORTANT

This agreement contains the terms and obligations of the tenancy. This agreement will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want it to contain and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Where the tenant requires permission from the landlord to do anything under this agreement this permission must be in writing.

On signing this agreement you will also be given a copy of the following documents: -

- How to Rent Guide produced by HM Government
- An Energy Performance Certificate for the Property
- A current Gas Safety Certificate for the Property - If there is a gas supply;
- Inventory/Schedule of Condition; and
- Details of the scheme with which your deposit (if you give one) will be registered and details relating to recovery of the deposit at the end of the tenancy.

DEFINITIONS

Below is a guide to definitions used within this agreement. This guide is not exhaustive and the parties should be aware that only a court can give a definitive meaning of any clause or part of this agreement.

The Premises

The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the property being let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

Binding Date

A tenancy agreement is not, technically, a legally binding contract until it has been "executed" by being dated after both parties, or their authorised representatives, have signed.

Landlord

A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.

Tenant

A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

Deposit

The Deposit means any single amount of money paid by the tenant or third party to the Landlord or its Agent under the Tenancy as security against the performance of the Tenant's obligations under this tenancy agreement, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent.

Joint and several liability

The expression 'joint and several liability' means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of this Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of this Agreement until all payments have been made in full. A maximum of four people can be such joint tenant.

Where the tenancy is granted to joint tenants this Agreement cannot be ended by one of those tenants alone and all tenants must agree to end the Agreement simultaneously.

Head or Superior lease

Means a Lease (if any) under which the Landlord itself holds, or owns the premises and which contains the obligations of which the Landlord, or its tenant in turn, may be bound.

Fixtures and fittings

References to fixtures and fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

The term of the tenancy

References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the initial term of the tenancy stated in the Particulars.

Water charges

This includes charges, rates or costs relating to water, sewerage/drainage and environmental services

Utilities

This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

Inventory and Schedule of Condition

This refers to any document prepared by the landlord, its agent or an inventory clerk and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or its agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

Guarantor Person/Company who has guaranteed the actions of the Tenant and completed the Guarantee document at Annex 2 to this Agreement

Working day any day other than a Saturday, Sunday or bank /public holiday.

This agreement is made:

BETWEEN:

- (1) The Landlord (which expression where the context so admits includes the persons for the time being entitled in reversion expectant on the tenancy hereby created) of the one part
and
- (2) The Tenant(s) of the other part

WHEREBY IT IS AGREED as follows:

1 THE PREMISES

The Landlord shall let and the Tenant shall take on an Assured Shorthold Tenancy of the Premises together with the Landlord's fittings fixtures equipment and furnishings as mentioned in the Inventory and Schedule of Condition ("The Contents").

EXCEPT AND RESERVED unto the Landlord for the benefit of the adjoining and adjacent land owned by the Landlord the right to use all existing services passing through the Premises with the right to enter the Premises upon prior notice (or forthwith in emergency) to inspect maintain or replace such services and to carry out repairs to the Landlord's adjoining and adjacent Premises.

2 TERM AND RENT

TO HOLD the Premises for the term of the tenancy and continuing thereafter from month to month ("the Term") until the tenancy shall be determined in accordance with this Agreement, while paying the Rent without any deduction and in advance by equal instalments on the rent days during the tenancy hereby created.

The Tenant shall pay on the signing hereof a Deposit (if any) to the Landlord to be dealt with in accordance with clause 4.4 hereof,

3 TENANT'S OBLIGATIONS

If the tenant fails to comply with any of these obligations, the Landlord may be entitled to claim damages or compensation. The Landlord may seek other legal remedies against the Tenant including the possibility of eviction.

THE TENANT AGREES with the Landlord as follows:

3.1 Rent

3.1.1 To pay the said rent on the days and in the manner aforesaid

3.1.2 Any person other than the Tenant who pays the Rent or any part of the Rent shall be deemed to have made payment for and on behalf of the Tenant and not on his/her own behalf

3.2 Outgoings

Outgoings ~~include/exclude~~ payments for water, sewerage/drainage, gas, electricity, heating oil.

3.2.1 To pay all existing and future taxes assessments and outgoings payable in respect of the Premises either by the owner or occupier thereof including Council Tax or any similar charge which may replace it).

3.2.2 To pay all charges in relation to the supply and use of gas, electricity, drainage, oil and telephone supplied to the Premises during the tenancy, and not to cause or permit any such services to be disconnected altered or removed and to pay for any reinstatement should this be necessary at the end of the tenancy. To arrange forthwith for all accounts to be addressed to the Tenant in his own name.

- 3.2.3 To notify the relevant authorities at the commencement of the tenancy of the Tenant's liability for their charges and to have all accounts transferred into the Tenant's name for the duration of the tenancy.
- 3.2.4 Where the Tenant allows utility or other services to be cut off, for whatever reason, to pay or be liable to pay the costs associated with reconnecting or resuming those services.
- 3.2.5 To notify the Landlord, or the Landlord's agent, of the utility suppliers together with account numbers at the end of the tenancy and to provide receipted final accounts.
- 3.2.6 On closing accounts with utility suppliers to provide the last date of responsibility as agreed with the Landlord and to provide the Landlord's name (not the Agent) as the person subsequently responsible.
- 3.2.7 Not to tamper or interfere with or add to gas, water or electrical installations or meters serving the Property.
- 3.2.8 The Tenant shall not have a key meter installed at the premises or any other meter which is operational by the insertion of a pre-paid card without the Landlord's prior written consent.

3.3 Maintenance and Repair

- 3.3.1 To keep the interior of the Premises (including decorations) and preserve the Fixtures and Fittings during the tenancy in as good repair and condition as they were in at the beginning of the tenancy as evidenced by the Inventory and Schedule of Condition (reasonable wear and tear excepted). To make good all damage to the interior and make good, pay for repair or replace with articles of a similar kind and of at least equal quality such of the Fixtures and Fittings as shall be destroyed lost broken or damaged during the tenancy. To replace all broken glass defective tap washers electric light bulbs and fuses. To keep the Premises throughout the term and at vacation clean tidy and free of rubbish.
- 3.3.2 Not to drill holes into any walls or hang pictures or brackets on walls without the Landlord's express written permission. In the event that such permission is given the Tenant is to make good any damage at the end of this Agreement.
- 3.3.3 Not to change the colour scheme or the decoration of the Premises, either internally or externally, without consent of the Landlord.
- 3.3.4 To arrange for each chimney in the Premises, if any, to be swept every year of the Term and if required to produce to the Landlord or his agents a certificate as evidence that they have been swept.
- 3.3.5 To arrange for the septic tank, if any, serving the Premises to be emptied at least once a year during the tenancy and to provide evidence of so doing.
- 3.3.6 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy have them filled to the level at the start of the Tenancy and provide proof of the same by way of an invoice from a service provider.
- 3.3.7 To pay for the washing, (including ironing and pressing), of all linens and for the cleaning of all counterpanes, blankets, toilet covers, upholstery, carpets, curtains and similar articles which shall have been soiled during the tenancy. All upholstery, carpets and curtains (other than net curtains) to be professionally cleaned immediately prior to the determination of this tenancy unless such requirement is waived in writing by the Landlord.
- 3.3.8 To keep clean and clear of all obstructions all gutters down pipes and drains serving the Premises.

- 3.3.9 To test all smoke detectors and carbon monoxide alarms located in the Premises weekly and replace batteries as necessary at the Tenant's expense and report any faults to the Landlord or Landlord's Agent without delay.
- 3.3.10 Where fire and burglar alarms and fire extinguishers are fitted to keep them maintained to report any failures to the Landlord or Landlord's Agent without delay.
- 3.3.11 To clean the inside and outside of the windows of the Premises as and when required. To replace immediately any cracked or broken window or door glass to the Premises during the tenancy where the damage is caused by the Tenant.
- 3.3.12 To report promptly to the Landlord or Landlord's Agent all defects or wants of repair in the Premises for which it is the duty of the Landlord to repair.
- 3.3.13 Not to interfere with, modify or add to any electrical wiring without the permission of the Landlord in writing. And to notify the Landlord or Landlord's Agent promptly of any electrical problems with wiring, plugs or appliances.
- 3.3.14 To keep all electric lights in good working order and in particular to replace all fuses and bulbs as and when necessary.
- 3.3.15 To take the necessary measures to deal with and control vermin and pests during the term and to keep waste stored in vermin proof containers.
- 3.3.16 To ensure that the interior of the Premises is adequately ventilated and at all times to avoid the build-up of condensation and mould resulting from poor ventilation.
- 3.3.17 Not to overload, block or damage any of the drains or pipes at the Premises and to clear any stoppages or blockages if they occur.

3.4 Gardens

To cultivate the garden of the Premises and keep the same with all hedges, trees, shrubs, bushes, paths, driveways, parking areas, and surrounds properly weeded, free of debris, leaf fall and trimmed and in clean tidy and good order and to keep the lawns regularly mown and not to alter the layout of any part of the garden.

3.5 Shrubs and Trees

Not to prune lop or fell any trees shrubs or bushes on the Premises except such as shall be necessary in the proper course of management or to prevent nuisance or danger to the buildings on the Premises or to third parties.

3.6 Boundaries

To maintain and keep in good substantial repair and condition all boundary walls, fences and hedges of the Premises.

3.7 Alterations and Additions

- 3.7.1 Not to pull down alter add or in any way interfere with the construction or arrangement of the Premises.
- 3.7.2 Not to make alterations or additions to the premises internally or externally and not to cut, puncture or cause damage to the walls, partitions or timbers of the Premises without the Landlord's prior consent.

3.8 Business Use

3.8.1 Not to carry on or permit to be carried on upon the Premises any profession trade or business and only use the Premises as a private residence for the occupation of the Tenant and his immediate family.

3.8.2 Not to register a Company at the Property or allow any sale by auction at the Property.

3.9 Illegal Use

Not to use the Premises for illegal or immoral purposes nor to do or permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the Landlord or to the neighbours or which may contravene any insurance of the Premises or otherwise increase the ordinary premium thereof.

3.10 Alienation

Not to assign, underlet, part with the possession of or charge as security the Premises or any part thereof or take in any lodgers or share occupation of the whole or any part thereof with any person save that the Tenant may permit their immediate family to reside in the Premises.

3.11 Insurance

For the avoidance of doubt the Tenant's furnishings, belongings or equipment within the premises ~~are~~/are not covered by any insurance policy maintained by the Landlord.

3.11.1 Not to do or permit or suffer to be done anything whereby the policy or policies of insurance effected by the Landlord on the Premises or the Fixtures and Fittings may become void or voidable or whereby the premium thereon may be increased.

3.11.2 To maintain tenants' contents insurance which incorporates cover for accidental damage to the Landlord's Premises or Fixtures and Fittings.

3.11.3 The Tenant will promptly notify and give written details to the Landlord or Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other cause (whether or not caused by an act of the Tenant) of which the Tenant becomes aware.

3.12 Animals

3.12.1 Not to keep any animals on the Premises without the express consent in writing of the Landlord or Landlord's Agent and in the event of the Landlord's or Landlord's Agent's written consent being given for the keeping of any animals such consent may be withdrawn anytime without prior notice or justification. If such consent is given the Tenant will accept full responsibility for all and any damage done by the animals, either internally or externally during the Tenancy and will ensure that the animals do not cause a nuisance to the Landlord or to any neighbouring occupiers.

3.12.2 The Tenant will bear the Landlord's costs in having to rectify the Premises and Fixtures and Fittings if any damage has been caused by an animal at the Premises that is deemed above usual wear and tear.

3.12.3 In the event of the Landlord agreeing to accept that animals may be kept on the Premises the Deposit will be increased (the precise amount will depend on the specific circumstances); any increase must be paid before animals are allowed at the Premises.

3.13 Notices & Correspondence

3.13.1 Upon receipt of any notice order direction or other thing from a competent authority affecting or likely to affect the Premises to comply therewith at the Tenant's own expense so far as such notice order direction or other thing or the Act Regulations or other instruments under virtue of which it is issued or the provisions hereof require them to do so and forthwith to deliver to the Landlord a copy of such notice order direction or other thing.

3.13.2 To pay all reasonable expenses and costs (including solicitors' costs and surveyors' fees) incurred by the Landlord incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the court.

3.13.3 To promptly forward to the Landlord or Landlord's Agent any correspondence received at the Premises addressed to the Landlord.

3.13.4 The address for the Landlord at which to serve a notice is set out in the Particulars to this Agreement. If sent by First Class Post the notice shall be deemed as having been served two working days from the date on which it was posted.

3.14 Entry by Landlord

3.14.1 To permit the Landlord or Landlord's Agent with or without workmen at all reasonable times upon giving at least twenty-four hours written notice (except in cases of emergency) to enter upon and examine the condition of the Premises or the Fixtures and Fittings and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs redecorations or replacements necessary to be done by the Tenant and require the Tenant at once to execute the same and if the Tenant shall not within twenty-eight days (or sooner if necessary) after the service of such notice proceed diligently with the execution of such repairs redecorations or replacements then to permit the Landlord and Landlord's Agent with or without workmen or equipment to enter upon the Premises and execute the same and the cost thereof shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action.

3.14.2 To permit the Landlord and Landlord's Agent and those authorised by him with or without workmen and equipment and upon giving twenty-four hours written notice (except in cases of emergency) to enter upon the Premises to execute all repairs and any other works to the Premises or any part thereof for which the Landlord may be liable hereunder or to any adjoining or adjacent property.

3.14.3 To specifically permit access by the Landlord or Landlord's Agent or contractors for the purposes of an annual gas safety check (if required) and periodic electrical inspection.

3.14.4 Where entry is refused after prior appointment, to meet the Landlord's costs incurred in any abortive attendance.

3.15 Viewing

To permit the Landlord or Landlord's Agent during the eight weeks immediately preceding the determination of the tenancy to affix and maintain upon any part of the premises a notice that the Premises are to be let or sold and during the said period of eight weeks to permit any person to view the Premises, who is authorised in that behalf by the Landlord or Landlord's Agent at all reasonable times following notice of a minimum of 24 hours.

3.16 Leaving the Premises Unoccupied

3.16.1 Not to leave the Premises vacant or unoccupied for a period in excess of 28 consecutive days without first giving notice to the Landlord or Landlord's Agent.

3.16.2 When the Premises are left unattended to fasten securely all locks and bolts fitted to doors and windows in the Premises and activate any burglar alarm system fitted in the Premises and during the winter months to take adequate precautions to avoid damage by freezing.

3.16.3 To ensure that details of responsible keyholders are made readily available to the Landlord or Landlord's Agent.

3.17 Locks and Keys

3.17.1 Not to alter change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent (such consent not to be unreasonably withheld) of the Landlord or Landlord's Agent.

3.17.2 To deliver to the Landlord or Landlord's Agent at the end of the tenancy all keys whether original or additional and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged.

3.17.3 To inform the Landlord immediately on the discovery of missing keys or access/alarm codes or if security of the Property is compromised in any way. For the avoidance of doubt the Tenant is responsible for the costs of replacing any keys or codes and must provide the Landlord with a new set of keys and details of replacement codes.

3.18 Aerials and External Appearance

Not to erect or permit to project outside the Premises any wireless television aerial, satellite dish or other construction and not to do or permit to be done anything to the external parts of the Premises which will alter its appearance.

3.19 Advertisements

Not to affix or exhibit or permit to be affixed or exhibited on or from the Premises so as to be visible outside the same any placard, notice, flag, sign, poster or form of advertisement.

3.20 Washing

Not to hang or allow to be hung any clothes or other articles on the outside of the Premises, except in the areas (if any) designated for the purpose.

3.21 Vehicles

Not to bring or permit the bringing upon the Premises of any caravan, house on wheels, boat, lorry or other trailer nor to park any untaxed or unroadworthy road vehicles on the Premises or on the road adjacent.

3.22 Professional Costs

3.22.1 To pay the Landlord's or Landlord's Agent's reasonable costs in respect of any failure by the Tenant to fulfil his obligation contained in this Agreement, whether for the payment of rent or otherwise including any reasonable legal costs relating hereto.

3.23 Interest on payments in arrears

If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid on the day on which it became due the same shall be payable with interest of 3% above the base rate of Barclays Bank Plc from the date on which it became due until the date payment is received.

3.24 Housing Benefit

Not to claim Housing Benefit in respect of the Tenant's occupation of the Premises and the payment of rent without the written consent of the Landlord.

3.25 Gas Safety

To comply with the Gas Safety (Installation and Use) Regulations 1994 and any amendment thereof where they refer to 'the Responsible Person'.

3.26 Council Tax

Upon signing this Agreement the Tenant will be responsible for registering with the Local Authority for Council Tax purposes and for payment of the Council Tax in respect of the property for the duration of the tenancy and will indemnify the Landlord fully therefrom including and liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Premises as his sole or main residence.

3.27 Sale of Goods

If the Landlord takes possession of the Premises he shall be at liberty to remove store sell or otherwise dispose of anything left by the Tenant on the Premises including animals and the Tenant shall be liable for the Landlord's costs of so doing.

3.28 Rent Review

Should the tenancy continue beyond the term certain the Landlord reserves the right without notice to ask the Tenant for a new rent on the first and any subsequent anniversary of the starting date of the tenancy which new rent shall be the current open market rent.

3.29 Refuse/rubbish

To place all refuse in a proper vermin proof receptacle and use recycling bins where provided and ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Premises approved by the Landlord.

3.30 Deemed Surrender

3.30.1 That where the Premises are left unoccupied without prior notice in writing to the Landlord or Landlord's Agent for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Premises and re-let them.

3.30.2 The Landlord is entitled to seek from the Tenant any costs or losses arising from a deemed surrender.

3.31 End of Tenancy Matters

3.31.1 To return the Premises to the Landlord or the Landlord's Agent in a condition commensurate with the terms of this tenancy agreement and in no worse a state than shown in the Inventory and Schedule of Condition and to vacate at a time mutually agreed between the Parties.

3.31.2 To remove all of the Tenant's refuse and rubbish from within the Premises and not to leave anything behind (even in allocated bins).

3.31.3 To return all keys, fobs and any other security devices to the Landlord or Landlord's Agent on termination of the Agreement.

3.31.4 To provide to the Landlord or Landlord's Agent a postal forwarding address and other appropriate contact details as requested.

4 LANDLORD'S COVENANTS

THE LANDLORD AGREES with the Tenant as follows:

4.1 Quiet Enjoyment

That the Tenant, paying the rent hereby reserved and performing all the obligations by the Tenant herein contained, may quietly possess and enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

4.2 Insurance

To effect and maintain insurance of the Premises against loss or damage by fire, explosion, aircraft and impact or such other risks as the Landlord may from time to time deem to be reasonably necessary to full reinstatement value thereof.

4.3 Repairs and Maintenance

- 4.3.1 To keep in repair the structure and exterior of the Premises (including the drains, gutters and external down pipes).
- 4.3.2 To keep in repair and proper working order the installations in the Premises for the supply of water gas and electricity and for sanitation (including basins sinks baths and sanitary conveniences but not except as aforesaid fixtures fittings and appliances for making use of the supply of water gas or electricity) and for space heating or water heating.
- 4.3.3 This clause 4.3 shall not be construed as requiring the Landlord to carry out any works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant like manner nor to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest flood or other inevitable accident.
- 4.3.4 In determining the standard of repair required by this clause 4.3 regard shall be had to the age character and prospective life of the Premises and the locality in which they are situated.
- 4.3.5 This clause 4.3 shall not be construed as requiring the Landlord to keep in repair or maintain anything which the Tenant is entitled to remove from the dwelling house.

4.4 Deposit

- 4.4.1 The Deposit is paid as security for compliance by the Tenant with its obligations under this Agreement.
- 4.4.2 If recourse shall be had to the Deposit during the term the Tenant shall immediately on demand by way of additional rent pay to the Landlord such amount as shall be required to restore the amount of the Deposit to the sum specified in the Particulars (together with any sum added pursuant to clause 3.12.3).
- 4.4.3 As soon as practicable after the determination of this Agreement (howsoever the same may be determined) the Landlord shall retain such part of the Deposit as the Landlord shall deem necessary to make good any breach or non-compliance by the Tenant with his obligations hereunder including rent arrears and shall account to the Tenant for any balance of such sum without interest and if the Deposit shall be insufficient for this purpose the Tenant shall pay to the Landlord immediately on demand such further sum as shall be necessary to remedy the breach or non-compliance.
- 4.4.4 The Deposit cannot at any time during the tenancy be treated or regarded by the Tenant as payment of Rent or other sums payable under this Agreement.
- 4.4.5 Prescribed Information in respect of the Scheme in which the Deposit is held is contained within Annex 1 to this Agreement.

4.5 Forfeiture

- 4.5.1 **PROVIDED ALWAYS** and it is hereby agreed that if the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or any of the Tenant's obligations in his Agreement shall not be performed and in particular relating to Grounds 2 and 8 in Part 1 Schedule 2 of the Housing Act 1988 (as amended) the Landlord or Landlord's Agent on his behalf may at any time thereafter re-enter upon the Premises and resume possession of the Premises and Fixtures and Fittings and thereupon this tenancy shall determine but without prejudice to any right of action or remedy to the Landlord on respect of any antecedent breach of the Tenant's obligations herein contained subject to any statutory provisions.

NOTE: the Landlord cannot recover possession without an order of the court under the Housing Act 1988. This does not affect the Tenant's right under the Protection from Eviction Act 1977.

- 4.5.2 The acceptance of rent after the Tenant has breached any of his obligations contained within the Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement other than by way of forfeiture.

4.6 Termination

4.6.1 The Tenant may terminate this Agreement at any time on or after the expiration of the term set out in the Particulars on having given the Landlord or Landlord's Agent one months' prior written notice, provided that at the expiration of such notice the Tenant:

- (i) has paid all rent due under this Agreement
- (ii) is not in breach of any of his other obligations contained in this Agreement
- (iii) gives back the Premises with vacant possession and with no personal belongings remaining

4.6.2 Subject to compliance with clause 4.6.1 the tenancy shall thereupon cease and determine but without prejudice to any outstanding claim by either party against the other.

4.7 Disputes

At the option of either party any dispute not settled within 60 days of its notification in writing to the other party may be referred to and for determination by a sole arbitrator to be agreed between them or, in default of agreement, appointed by the President or Vice-President of the Royal Institution of Chartered Surveyors

4.8 Rent Rebate

The Landlord will return to the Tenant any rent payable for any period during which the Premises may have been rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors.

5 GENERAL

5.1 In this Agreement where the context so admits the masculine gender shall include the feminine and the singular number shall include the plural number and where there are two or more persons included in the expressions "the Landlord" and "the Tenant" covenants expressed to be made by the Landlord and by the Tenant shall be deemed to be by such persons jointly and severally.

5.2 It is hereby agreed and declared that no rights or benefits are to be created or implied in favour of any third party (not being a party to this Lease) under or by virtue of the Contracts (Rights of Third Parties) Act 1999 and to the maximum extent permitted by law all such rights and benefits are hereby excluded.

5.3 Whenever there is more than one person comprising the Tenant(s) all covenants and obligations can be enforced against all of those persons jointly and against each individually. This means that any one of those persons can be held responsible for the full rent and other obligations under this Agreement if the others do not fulfil their obligations.

5.4 This Agreement will be subject to the Jurisdiction of the Courts of England and Wales.

5.5 The Tenant acknowledges receipt of the documents listed at page 1 of this Agreement and the two annexes to this Agreement.

AS WITNESS the hands of the parties the day and year first before written

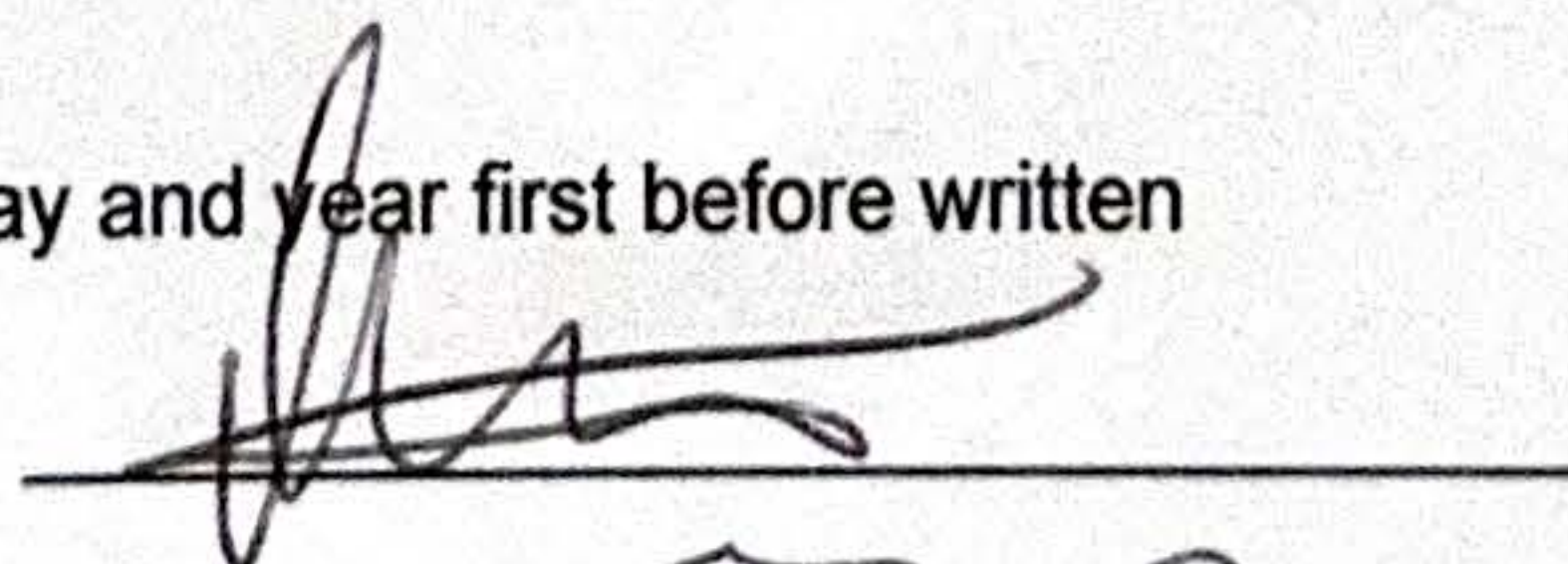
SIGNED Landlord

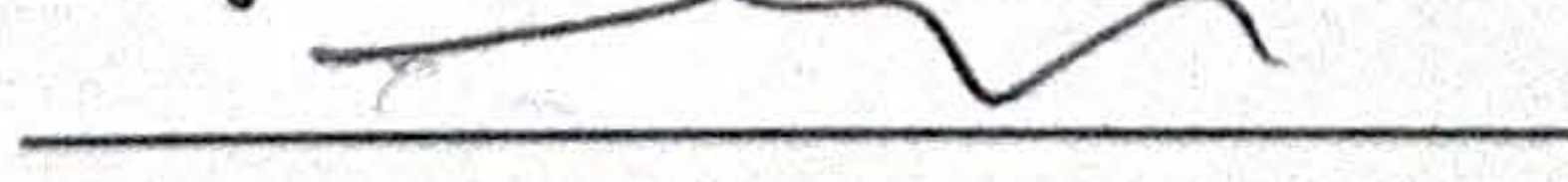
WITNESS (sign)

Witness's Name

Witness's Address

Witness Occupation





SIGNED Tenant

J. Brown

WITNESS (sign)

Witness's Name

Witness's Address

Witness Occupation

ANNEX 1 – DEPOSIT PRESCRIBED INFORMATION