

DATED _____.

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**ASSURED SHORTHOLD TENANCY
AGREEMENT**

-relating to -

ASSURED SHORTHOLD TENANCY AGREEMENT

NOTE

This Tenancy Agreement, when signed and dated, will form a binding contract between the parties to it. Before signing it you should ensure that it contains everything which you want it to include and no terms with which you cannot agree.

Where possible the agreement has been drafted in plain English. However because of the legal nature of this document it does contain some technical terms. If there is anything within this agreement which you do not understand you should contact a solicitor, Law Centre or citizen's advice bureau for professional advice before signing.

THIS AGREEMENT is made the
BETWEEN:

Of
("the Landlord") of the one part; and

of
("the Tenant") of the other part

IT IS AGREED as follows:-

Premises

1. The Landlord lets and the Tenant takes all those residential premises known as ("the Premises").

The Term

2. The tenancy shall be for the period of --- months from and including the day of ("the Commencement Date") to and including the day of ("the Expiration Date").

The Rent

3. The Tenant shall pay rent to the Landlord at the rate of £ per calendar month without prior deduction or set off against the Deposit and exclusive of Council Tax and exclusive of water charges payable in advance on the day of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

Type of Tenancy and Termination

4. 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 recovery of possession provided for by virtue of Section 21 and Schedule 2 of that Act.

Fixtures and Fittings

5. The tenancy shall include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

Deposit - Custodial Scheme

6. Upon the signing of this Agreement the Tenant shall pay to the Landlord's Agent £ _____ by way of a deposit ("the Deposit") which shall be transferred in to the (Deposit Protection Service) Custodial Scheme within 14 days of receipt and the Landlord shall give to the tenant details of the Custodial Scheme under which the deposit is being held (prescribed information).
- 6.1 The deposit is to be held in respect of:-
 - 6.1.1 Any instalment of rent or any other monies payable under this Agreement which may be due but which remain unpaid at the end of the tenancy.
 2. Any damage to or cleaning of the Premises or to the Fixtures and Fittings and effects for which the Tenant may be liable.
 - 6.1.3 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 6.1.4 Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority.
 5. Any damage caused or cleaning/fumigation required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 6. Any costs expenses charges or other monies payable by the Tenant to the Landlord under this Agreement.
- 6.2 The Tenant will not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the grounds that a deposit has been paid.
- 6.3 The Landlord or the Landlord's Agent will arrange for the Premises to be inspected upon the termination of the tenancy for the purpose of comparing the condition of the Premises and the Fixtures and Fittings with that specified in the Inventory and Schedule of Condition that shall have been prepared prior to the commencement of the tenancy.
- 6.4 In the event of an unresolved dispute between the parties over the deposit the landlord and/or tenant will notify the Managing Agent as soon as possible (and in accordance with the rules of the Custodial Scheme) for the matter to be referred to the Custodial Scheme Administrators for referral to an Alternative Dispute Resolution ('ADR') arbitration which both Landlord and Tenant agree too and both agree to proffer all reasonable assistance to the Arbitrator or to his/her appointed representative.
- 6.5 Should either of the parties disagree with the adjudication findings, either party may refer the matter to the County Court for a determination.
- 6.6 Subject to there being no dispute and subject to clauses 6.1 and 6.3 hereof the Managing Agent shall in accordance with the Custodial Scheme rules notify the Custodial Scheme Administrators for the return of any undisputed amount (plus interest) to the relevant party/ies

- 6.7 Where more than one person is comprised for the time being in the expression "the Tenant" the return of any undisputed amount (plus interest) of the Deposit by the Custodial Scheme Administrators to any one or more of such persons to the exclusion of the remaining Tenant or Tenants shall discharge the Landlord or the Landlord's Agent from any further liability in respect of the Deposit provisions contained herein.
- 6.8 If the quantum of deposit is insufficient to pay to the landlord the amount agreed or awarded following an adjudication by ADR or determination by the County Court, the tenant will pay the shortfall to the landlord's managing agent within seven days of the ADR adjudication and/or County Court determination or within the time limits imposed by the Arbitrator and/or Court.
- 6.9 If the Landlord shall sell or transfer the reversionary interest immediately expectant upon determination of the tenancy the Landlord shall transfer the amount of the Deposit to the person(s) then entitled to the reversionary interest to the property.
- 6.10 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which remain in the Premises within 14 days after the expiry or sooner termination of the tenancy hereby created shall be deemed to have been abandoned and thereafter the Landlord or the Landlord's Agent can dispose of such goods having regard to the value of any of the items and the Tenant shall:-
1. pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord or the Landlord's Agent shall have all such items removed from the Premises and the Tenant shall pay all reasonable costs incurred in respect of the removal of such items.
 2. pay to the Landlord any additional reasonable expenses incurred by the Landlord or Landlord's Agent in checking the said Inventory and Schedule of Condition which can not be finalised until all goods belonging to the Tenant or members of his household have been removed.

7. THE TENANT AGREES WITH THE LANDLORD as follows:-

Payment

- 7.1 To pay the rent according to the terms of this Agreement whether formally demanded or not.
- 7.2 In the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition thereto pay to the Landlord interest at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.

Condition of Premises Repair and Cleaning

- 7.3 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire and other insurable risks excepted unless the same shall result from any act or omission

on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

- 7.4 To use the Premises in a tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the term. To deliver up the Premises and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord or Landlord's Agent.
6. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with clause 7.4.
7. To pay for the reasonable replacement or repair of any fittings as shall be broken lost stolen damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) or at the option of the Landlord to compensate for the same.
- 7.7 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
9. To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
10. To immediately replace all broken glass in the Premises with the same quality glass.
- 7.10 To notify the Landlord or Landlord's Agent promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.
- 7.11 Upon the Landlord or the Landlord's agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or Landlord's Agent may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 7.12 To keep the windows of the Premises clean internally and externally.
- 7.13 To clean all net curtains (if any) and all other curtains throughout the tenancy.
- 7.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary.
15. To take all appropriate precautions including any such as may be required from time to time by the Landlord or Landlord's Agent to prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat.

Access and Inspection

- 16. To permit any Superior Landlord the Landlord or the Landlord’s Agent and all others authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days’ notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect maintain repair alter improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.
- 17. To permit the Premises to be viewed during the last two months of the tenancy at all reasonable times by prior appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord’s Agent to view the Premises and to erect for sale or to let boards at their discretion.

Insurance

- 7.18 Not to do anything whereby the Landlord’s policy of insurance in respect of the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all reasonably incurred expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by breach of this provision. The Tenant’s belongings within the Premises are his responsibility to insure and are not covered by any insurance policy maintained by the Landlord.
- 7.19 In the event of loss or damage by fire theft or impact or other causes immediately to inform the Landlord or Landlord’s Agent then to give full written details thereof within three days in order to enable the Landlord to make a claim to the Landlord’s insurance company.
- 20. In the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord’s Agent within three days.

Assignment

- 21. Not to assign underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord or Landlord’s Agent to occupy or reside in the Premises. Not to take in lodgers or paying guests without the Landlord’s or Landlord’s Agent written consent.

Illegal or Immoral Use

- 22. Not to use the Premises for any illegal immoral or improper use.
- 23. Not to use or consume in or about the Premises during the continuance of this tenancy any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted by law.

Inflammable substances and equipment

- 7.24 Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises. Not to store or bring upon the Premises any articles of an especially combustible inflammable or dangerous in nature.

Nuisance and Noise

- 7.25 Not to do upon or in connection with the Premises anything which shall be or tend to be nuisance annoyance or cause damage to the Landlord or to any neighbouring adjoining or adjacent property or the owners or occupiers thereof.
26. Not to hold or conduct any social gathering and not to play any musical instrument or use any gramophone stereo radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring adjoining or adjacent property.

Utilities

- 7.27 Not to tamper or interfere with or alter or add to the gas water or electrical installations or meters in or serving the Premises.
- 7.28 To pay all charges in respect of gas water oil and electricity consumed on the Premises together with all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 7.29 To notify each supplier of gas electricity water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 7.30 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key nor shall the Tenant change the supplier of the utilities to the Premises. If in breach of this clause the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord immediately or at the termination of the tenancy and will be responsible and liable for all reasonable transfer and reconnection costs.
- 7.31 In the event of any supply of water gas electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all reasonably incurred costs in connection with the reconnection of such service (including any arrears). Not to change the telephone number without the prior written consent of the Landlord or to procure the transfer of the telephone number to any other address.

Animals and Pets

- 7.32 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord which will not be withheld unreasonably. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises

professionally cleaned with de-infestation cleaner at the termination of the tenancy and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with this clause.

Use of the Premises

33. To use the Premises for the purpose of a private residence only in the occupation of the Tenancy and not for any business purposes.

Locks

- 7.34 Not to install or change any locks in the Premises without the Landlord's or the Landlord's Agent prior written consent except in the case of an emergency.
- 7.35 If in breach of this Agreement any such additional keys are made the Tenant shall deliver the same up to the Landlord or Landlord's Agent together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any such keys have been lost pay to the Landlord the reasonable costs incurred in replacing the locks to which the lost keys belong.

Fixtures and Fittings

- 7.36 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft basement or garage (if any) without obtaining the Landlord's or Landlord's Agent's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises to leave the same in the places in which they were on the Commencement Date.
- 7.37 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises.

Alterations and Redecoration

38. Not to decorate or to make any alterations in or additions to the Premises or the Fixtures and Fittings and not to cut maim puncture or injure any of the walls partitions or timbers of the same without the Landlord's or Landlord's Agent's prior written consent such consent not to be unreasonably withheld.
39. Not to permit any waste spoil or destruction to the Premises or the Fixtures and Fittings.

Empty Premises

- 7.40 Not to leave the Premises vacant or unoccupied for a period in excess of 28 consecutive days without the first giving written notice to the Landlord or Landlord's Agent of the intention to do so. Before leaving the Premises vacant for any period during the Term to take adequate steps to ensure that the property is protected against the risk of damage by frost by either draining down all water supplies in or serving the same and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises are vacant.
- 7.41 To ensure that at all times when the Premises are vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord or Landlord's Agent such consent not to be unreasonably withheld. In the event of the control number being changed the

Tenant shall immediately notify the Landlord or Landlord's Agent of the new number. In default of this clause the Tenant shall be responsible for all reasonable costs incurred by the Landlord or Landlord's Agent in respect of restoring the system to an operational condition.

Drains

- 7.42 Not to overload block up or damage any of the drains pipes wires cables or any apparatus or installation relating to the services serving the Premises.
- 7.43 Keep cleansed and in good working order and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts exclusively served to or forming part of the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing.
- 7.44 Not to permit oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

Affixation of Items

- 7.45 Not to place or exhibit any aerial satellite dish notice advertisement sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's or Landlord's Agent's written consent such consent not to be unreasonably withheld and where such consent is granted to meet all reasonable costs of installation removal and thereafter make good any resultant damage as required by the Landlord.
- 7.46 Not to affix any items to the walls of the Premises either internally or externally using glue nails screws picture hooks or sticky tape without the Landlord's or Landlord's Agent's prior written approval which shall not be withheld unreasonably.

Costs and Charges

47. To pay to the Landlord or his Agent all reasonable costs and expenses incurred by them (including but not limited to the costs and fees of the Landlord or Landlord's Agent's solicitors and other professional advisors) in respect of:-
- 47.1. the recovery from the Tenant of any rent or any other money which is in arrears;
 - 47.2. enforcement of any of the provisions of this Agreement;
 - 47.3. the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
- 7.48 To pay the costs of any bank or other charges reasonably incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant's bankers.

Refuse

- 7.49 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

Smoking

- 7.50 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or Landlord's Agent's prior written consent which shall not be unreasonably withheld.

Garden

- 7.51 To keep the garden (if any) in the same layout and character weed free and in good order throughout the Term and to cut the grass at least every 10 days during the growing season and to allow such person(s) as may be authorised by the Landlord or Landlord's Agent access to the Premises for the purpose of attending the garden and other purposes incidental thereto in accordance with clause 7.16.

Inventory and Checkout

- 7.52 To pay the reasonable costs of the check in Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition thereof at the commencement of the tenancy.
- 7.53 If the Tenant or any agent appointed by him shall fail to keep an agreed appointment with the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the reasonable additional costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his agent shall keep the second appointment the inventory check will be carried out in their absence by the Landlord or the Landlord's Agent.

Notices

54. To promptly forward to the Landlord or Landlord's Agent any notice of a legal nature delivered to the Premises touching or affecting the same its boundaries or neighbouring properties by recorded delivery post or/and in person to the landlord or agent but only upon receiving a written acknowledgment from them.
55. To allow onto the Premises any party that may reasonably require such access to affect work to a neighbouring property or any boundary divide.

2. THE LANDLORD AGREES WITH THE TENANT as follows:-

Quiet Enjoyment

- 8.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.
- 8.2 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with an insurance company of repute under a householder's comprehensive policy.

Cleaning

- 8.3 To have the Premises cleaned to a professional standard prior to the commencement of the tenancy.

Interest and Consents

- 8.4 The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable

him to enter into this Agreement (whether from superior landlords, mortgagees insurers or others) have been obtained.

Repair

- 8.5 To keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the said equipment and effects but not further or otherwise **PROVIDED** that this Agreement shall not be construed as requiring the Landlord or Landlord's Agent to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant like manner and **PROVIDED FURTHER** that the Tenant shall indemnify the Landlord or Landlord's Agent in respect of the cost of repairs to such installations or items resulting from misuse howsoever or by whomsoever caused.

Taxation

- 8.6 In the event that the Landlord's normal place of abode is not within the United Kingdom he will appoint a rent collection agent in the UK to whom the rent due under the terms of this Tenancy Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

Safety Regulations

- 8.7 That all the furniture and equipment within the Premises complies with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.
9. The gas appliances comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the safety check certificate will be given to the Tenant at the commencement of the tenancy.
10. The electrical appliances at the Premises comply with the **Electrical Equipment (Safety) Regulations 1994**.

9. **IT IS MUTUALLY AGREED** as follows:-

- 9.1 Any agreement or obligation on the part of the parties (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of that party not to permit or allow the same act on the part of any other person(s).

Exclusion

2. That the Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises of (if applicable) in the common part or any other part of the building of which the Premises form part due to any software or any operation system malfunction.

Repair

- 9.3 Whilst this Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the

supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for making use of the supply of water and electricity) the Landlord will not accept responsibility for charges incurred by the Tenant except in the case of any emergency.

Insurable Risks

- 9.4 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

Reimbursement

- 9.5 Where the Landlord or Landlord's Agent is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord or Landlord's Agent within 14 days of written demand.

Definitions

- 9.6 References to "the Premises" include referred to any part or parts of the Premises and the curtilage of the same.
- 9.7 References to the male gender shall include the female gender.
- 9.8 References to the singular shall include the plural.
- 9.9 References to "the Fixtures and Fittings" include reference to any of the fixtures and fittings furnishings or effects floor ceiling and wall coverings.
- 9.10 References to "the Term" or "the tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 9.11 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 9.12 The expression "Landlord(s)" shall include any person entitled to the reversion immediately expectant upon the termination or expiry of the tenancy hereby created.

Joint and Several Liability

- 9.13 Where the expression "the Tenant" comprises more than one person the Tenant's liability herein provided for shall be joint and several and liability upon all persons comprising the expression "the Tenant" shall continue regardless of payments and contributions made by that person until all liabilities falling upon "the Tenant" have been discharged in full.

Council Tax

10. The Tenant shall pay the Council Tax in respect of the said Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord or Landlord's Agent upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

NOTE

Clause 11 is a forfeiture clause which sets out the circumstances under which the Landlord can recover possession of the property during the course of the tenancy. If the Landlord wishes to recover possession he or she may only do so after obtaining a possession order from the Court.

11. Forfeiture/Breaches of this Agreement by the Tenant

If at any time during the tenancy:-

The tenant fails to pay the rent or any part of the rent more than 14 days after the payment falls due;

The tenant fails to observe or perform any agreement or obligation under this agreement;

The tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;

The tenant leaves the premises vacant or unoccupied for more than 14 days without the Landlord's consent;

If any of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) being grounds 1, 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the tenant and/or occupier by issuing proceedings for possession in the appropriate Court. In the event of the Landlord taking such action his other rights or obligations provided for in this agreement shall be unaffected unless the Court rules otherwise.

Notices

12 The Landlord hereby notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is :-

13 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the tenant at the tenanted property or the last known address of the tenant or left addressed to the tenant at the tenanted property. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

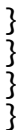
Stamp Duty

14 Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000.00 then under revised regulations introduced on 1/12/03 the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the Commencement Date. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000.00 figure then it is strongly recommended that they seek specialist professional advice and to visit the Inland Revenue Stamp Office. (www.inlandrevenue.gov.uk/so)

Leasehold Premises

15. Where the Premises is held by the Landlord under the terms of a lease and a copy of the same shall have been provided to the Tenant prior to the signing of this Agreement the Tenant hereby agrees to observe and perform all of the lessee's covenants contained within the lease so far as the same relate to the occupier of the Premises.

SIGNED by the Landlord
(Full name and address)



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Witness:
(Full name and address)



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SIGNED by the Tenant
(Full name and address)

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Witness:
(Full name and address)

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