



Urban Caves

Property Management

ASSURED SHORTHOLD TENANCY AGREEMENT

This document is intended to create an assured shorthold tenancy under Part I of the Housing Act 1988.

THE TENANT IS STRONGLY ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO IT.

IF THE TENANT DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS ADVICE BUREAU OR A HOUSING ADVICE CENTRE

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This Agreement is made between the Parties on the Date of Signing.
The Landlord agrees to let and the Tenant agrees to take the Property and the Contents as an assured shorthold tenancy for the Term, at the Rent payable and on the Tenancy Terms. (If there is such) the Guarantor enters into this Agreement to guarantee the performance by the Tenant of its obligations under this Agreement.

A. PARTICULARS

The following words and phrases shall have the following meanings whenever used in this Agreement:

Property: _____

Landlord: Zingren Property Investments Limited
of Suite 16D, the McLaren Building, 46 The Priory Queensway, Birmingham. B4 7LR.

Tenant: _____
of _____

Guarantor: _____
of _____

Commencement Date: _____

Fixed Term: A period of _____ beginning on the Commencement Date, unless terminated prior to the expiry of that period in accordance with the provisions of this Agreement.

Rent Review Dates: every _____ months after the Commencement Date during the Term.

Rent: **£0,000.00** (_____ pounds sterling) per calendar month
or such higher amount as the Landlord and Tenant may agree in accordance with the Tenancy Terms.

Rent Payment Days: the _____ day of each month

First Rent Payment: **£0,000.00** (_____ pounds sterling)
to cover the period from the Commencement Date to the first Rent Payment Day

Deposit: **£0,000.00** (_____ pounds sterling)

Relevant Bank Account: Account Name: [_____] Sort Code: **[00-00-00]** Account Number: **[00000000]** or such other bank account as the Landlord or the Landlord’s Agent may nominate for the receipt of Rent.

Tenancy Terms: those terms and conditions set out in the Annexure (Clause C) to this agreement, headed Tenancy Terms, as may be amended by the landlord from time to time, including any additional terms under Clause 11.

B. SIGNATURES

Signed and executed as a deed by the Parties:

SIGNED by or on behalf of the LANDLORD Sign: Print: Date:

SIGNED by TENANT 1 Sign: Print: Date:

SIGNED by Guarantor of TENANT 1 Sign: Print: Date:

SIGNED by TENANT 2 Sign: Print: Date:

SIGNED by Guarantor of TENANT 2 Sign: Print: Date:

ANNEXURE

C. TENANCY TERMS

1 DEFINITIONS

- 1.1 The following words and phrases shall have the following meanings whenever used in this Agreement.
- a) **Agreement:** this Agreement, including these Tenancy Terms,
 - b) **Date of Signing:** the date on which this agreement is signed by the last of the party to sign it.
 - c) **Common Areas:** any entrance hall, stairs, lifts, corridors, pathways and areas giving access to or egress from the Property and other properties,
 - d) **Contents:** the furniture, furnishings, equipment, chattels and other goods listed in the Inventory/Schedule of Condition (where applicable) or added to the Inventory/Schedule of Condition (where applicable) during the Term, including any item which replaces an item listed in the Inventory/Schedule of Condition (where applicable).
 - e) **Inventory/Schedule of Condition:** the list of items and/or description of the condition of the Property in a document entitled "Inventory/Schedule of Condition" which, if carried out, has either;
 - i. been signed by one or more of the Tenants and by or on behalf of the Landlord, or
 - ii. been signed only by or on behalf of the Landlord in accordance with the provisions for finalising the Inventory/Schedule of Condition,
 - f) **Landlord's Agent:** Urban Caves,
 - g) **Landlord's Agent Email Address:** tenants@urbancaves.co.uk
 - h) **Parties:** the Landlord, the Tenant and (if there is such) the Guarantor,
 - i) **Relevant Rate:** 3% above the base lending rate of HSBC Bank plc (or such other bank as the Landlord, or the Landlord's Agent may nominate for this purpose) in force from time to time,
 - j) **Term:** The Fixed Term plus any period beyond the expiry or termination of the Fixed Term until both: - (i) notice to terminate the Tenancy has been given under the provisions of this Agreement and expired and (ii) vacant possession of the Property has been given to the Landlord by the Tenant,
 - k) **Urban Caves:** ADPE Ltd, trading as "Urban Caves" of Suite 16D, the McLaren Building, 46 The Priory Queensway, Birmingham. B4 7LR.

2 INTERPRETATION

- 2.1 WHERE the context permits in this Agreement:
- a) a reference to; (i) an Annexure refers to an annexure to this Agreement and (ii) a clause is to a clause of this Agreement
 - b) "the Landlord" includes a reference to the person who is entitled to the immediate reversion to the Tenancy and to anyone who becomes entitled by law to receive the rent payable under the Tenancy
 - c) "the Tenant" includes the successors in title to the original tenant
 - d) If there is more than one person described as the Tenant or the Guarantor, (i) the obligations of the Tenant or the Guarantor (as the case may be) apply to all those people together and to each of them separately, and (ii) each person described as a Tenant or Guarantor shall have full power and authority to bind all other persons so described when performing any action or signing any document under, or related to this Agreement.
 - e) each reference to 'Costs and Expenses' includes all reasonable costs and expenses of the Landlord, his agent, solicitor and other professional advisers and VAT thereon.
 - f) all references to the Property apply to every part of it and to all of the Contents (where applicable)
 - g) a reference to the "Tenancy" is to the tenancy created by this Agreement.
 - h) if a word is in the singular it will also include the plural and vice versa and if the masculine gender is used it will also include the feminine gender.
 - i) any consent required from the Landlord may be given by the Landlord's Agent and any notice required to be given by or to the Landlord will be accepted as given or served if given by or to the Landlord's Agent.
 - j) the headings are only for convenience and are not part of the Agreement.
 - k) if any clause is held invalid or is otherwise unenforceable the remainder of this Agreement shall not thereby be invalidated.
 - l) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment of the law concerned.
 - m) the laws of England and Wales apply to this Agreement and in the event of a dispute if either the Landlord or the Tenant wants to take Court proceedings they must do so within England and Wales.
- 2.2 Where the name and address of a legal entity has been entered as the "Landlord's Agent" in the Particulars, the Landlord has appointed that entity as its agent with full authority to carry out the Landlord's obligations, perform the Landlord's rights and accept the Landlord's benefits under this Agreement. The Tenant (a) fully accepts and acknowledges that any or all of the obligations or rights of the Landlord under this Agreement may be performed by the Landlord's Agent and (b) covenants with the Landlord that he will pay any sums due under this Agreement to the Landlord's Agent.
- 2.3 All obligations on the Tenant not to do something include an obligation to:-
- a) take all reasonable steps to prevent that thing being done and
 - b) prevent that thing being done by anyone whom the Tenant invites onto the Property. The Tenant fully accepts and acknowledges that he is fully responsible for the acts or omissions of all such invitees.

3 GRANT OF TENANCY

- 3.1 Provided the Landlord or the Landlord's Agent has received the First Rent Payment and Deposit in cleared funds on or before the Commencement Date the Landlord, on the terms of this Agreement, for the Term and at the Rent; (a) lets the Property and the Contents to the Tenant and (b) allows the Tenant to have non-exclusive use of the Common Areas.
- 3.2 This Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. The Tenant understands that when the Term expires or is terminated the Landlord will be able to recover possession of the Property
- 3.3 The Deposit will be held on the terms set out in Clause 10.
- 3.4 Where an Inventory/Schedule of Condition has been taken, the Property is let in the condition shown in that Inventory/Schedule of Condition
- 3.5 If during the Term the Property is damaged to such an extent that, in the Landlord's reasonable opinion, the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that, in the reasonable opinion of the Landlord, the Tenant could live there again, unless the cause of the damage is something which the Tenant did or failed to do.
- 3.6 The Tenant acknowledges that the Property may now, or at any time hereafter, be subject to a mortgage taken out by the Landlord.

4 TENANT'S OBLIGATIONS
The Tenant agrees with the Landlord:
Financial obligations and related matters

- 4.1 To pay the First Rent Payment and Deposit on or before the start of the Term and to pay the Rent on each Rent Payment Day
- 4.2 To pay by single standing order to the Relevant Bank Account the Rent to be received in cleared funds by the date due. If any party other than the Tenant pays all or part of the Rent, payment will be accepted as having been made as agent for and on behalf of the Tenant. If the Tenant pays by any other method than that stipulated, he will reimburse the Landlord for all Costs and Expenses incurred thereby.
- 4.3 To pay the Rent in full at the times and in the manner specified above whether demanded or not.
- 4.4 If the Tenant fails to pay by the date due any amount of Rent or other sum payable to the Landlord under this Agreement, on demand to pay to the Landlord interest on that amount at the Relevant Rate calculated from the date due until actual payment. In addition the Tenant will pay on demand any bank charges and administration costs incurred by the Landlord or Landlord's Agent as a result and any legal costs incurred by the Landlord as a result of the Tenant's failure so to pay.
- 4.5 To pay and indemnify fully the Landlord against all liability for all Costs and Expenses and any costs, fees, charges, disbursements and expenses incurred by the Landlord in connection with or in consequence of:-
- any application for the Landlord's consent (whether or not the consent is given or the application is withdrawn) where consent is required under this Agreement;
 - recovery of arrears of Rent or other sums due under this Agreement;
 - the enforcement of any covenant or obligation of the Tenant under this Agreement;
 - putting an end to a nuisance caused or permitted by the Tenant
- 4.6 Immediately after signing this Agreement to notify:
- the council tax department of the relevant local council that the Tenant is liable to pay council tax in respect of the Property from the Commencement Date.
 - the suppliers of utility and other services to the Property (including gas, electricity, water, sewerage, telephone, internet, cable or satellite television) that the Tenant is liable to pay for such services from the Commencement Date.
- 4.7 To pay:
- all council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act or any similar tax
 - to the Landlord, and fully reimburse the Landlord for, the amount of any council tax, the Landlord becomes obliged to pay under that Act or those regulations for any part of the Term, because the Tenant ceases to live at the Property.
- 4.8 To pay for all gas, electricity, water and sewerage services supplied to the Property during the Term and to pay all charges for the use of any telephone, broadband, satellite, cable or internet service at the Property during the Term. To pay all television licence fees due in respect of the Property during the Term. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
- 4.9 To pay for the cost of reconnecting any gas, electricity, water or sewerage services to the Property that have been or become disconnected by reason of the Tenant's failure to pay for them or to observe the provisions of this Agreement.

Obligations relating to utilities and services

- 4.10 Not to damage, tamper with or interfere in any way with any of the utility installations at or serving the Property.
- 4.11 Not to overload the electrical circuits at the Property
- 4.12 Not without the prior written consent of the Landlord to:
- install, or permit to be installed, a key or prepayment meter for the provision of gas, electricity or water services to the Property.
 - change the supplier of any utility services at the Property
 - change the telephone number of any landline serving the Property

Repairing obligations and related matters

- 4.13 To take all reasonable care of the Property.
- 4.14 Except insofar as it is a legal obligation of the Landlord, to keep drains, gutters and pipes of the Property clear and not to dispose of any harmful or noxious materials (such as fat, oil, grease or corrosive substances), or materials of a type or volume which a reasonable person may suspect would cause a blockage thereto, through the drains at the Property.
- 4.15 To take proper precautions to prevent the escape of water from the Property, to keep all sinks, baths, lavatories and pipes free from obstruction and properly cleaned and to report promptly any damage or blockage to the Landlord. In the event of damage being caused by the act or lack of action of the Tenant or his invitees to advise the Landlord or his Agent of the damage so that it can be repaired or replaced by the Landlord which will be at the Tenant's expense whether or not the Landlord or his Agent have been advised of the damage;
- 4.16 In periods of cold weather, to take all reasonable steps to prevent weather damage to the Property or to the pipes, fixtures and fittings at the Property. To be responsible for emptying, at appropriate intervals, any septic tanks or cesspits serving the Property.
- 4.17 To use the Property and the Contents properly and carefully and to do all small or routine jobs which a reasonable person would do to keep the Property and Contents in good repair and conditions. To keep the interior of the Property, internal decorations and the Contents in good repair and condition and to replace if necessary any of the Contents which have been damaged or destroyed. This clause does not oblige the Tenant to remedy any matters of disrepair identified in the Inventory/Schedule of Condition (where applicable)
- 4.18 That neither the Tenant nor his invitees will :
- alter or add to the Property internally or externally;
 - decorate the exterior of the Property;
 - change the décor or interior of the Property unless the Landlord or his Agent consents in writing prior to the decoration being carried out, and/or
 - do anything which causes damage or destruction to the interior or exterior of the Property
- If the Tenant or his invitees do any of the above the Tenant will pay for the cost of replacement or repair of the damage to the Property caused by any default of the Tenant or his invitees or of putting right the alterations or decorations undertaken in breach of this clause.
- 4.19 Except for any items of disrepair which are the Landlord's legal liability or which are identified on the Inventory/Schedule of Condition, where applicable, to remedy any disrepair at the Property
- 4.20 To maintain adequate heating and ventilation at the Property so as to prevent damage to the Property or the Contents and where condensation might occur to ensure that the interior surfaces in the Property are kept wiped down and clean.
- 4.21 Not to affix or hang on the walls or other interior surfaces of the Property any posters, pictures, photographs or similar items except by means of commercially made picture hooks; and at the end of the Term to make good any damage or marks left as a result of any items so affixed or hung.
- 4.22 That the Tenant and his invitees will:
- keep the inside of the Property clean;
 - only use the chimney, if any, with the Landlord's permission

- c) arrange for any chimney used by the Tenant for open fires, to be swept either at the end of the Term or, if the Term is for more than one year, every Autumn.
 - d) only store fuel in the place provided for that purpose;
 - e) not place any rubbish in corridors, stair wells, lifts or entrance halls serving the Property and properly dispose of all rubbish promptly;
 - f) in an emergency, take the appropriate minimum remedial action to prevent further damage to the Property and notify the Landlord or the Landlord's Agent immediately of the emergency and the steps taken but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself.
- 4.23 To promptly replace;
- a) any of the Contents which are damaged destroyed or lost during the Term and not to remove any of the Contents from the Property without first getting written consent from the Landlord and/or;
 - b) any components of gas, electrical heating or other appliances which become defective due to misuse by the Tenant.
- 4.24 To clean the interior and exterior of all windows at the Property whenever reasonably necessary.
- 4.25 Immediately to replace any broken glass windows at the Property
- 4.26 To replace light bulbs, fluorescent tubes and fuses at the Property whenever they need replacing as soon as reasonably practicable.
- 4.27 To ensure that all smoke and carbon monoxide alarms at the Property are in good working order at all times, and in the event of any failure of such devices to notify the Landlord as soon as reasonably practicable.
- 4.28 To notify the Landlord as soon as reasonably practicable of any defect, damage or disrepair at the Property which the Landlord is obliged to remedy and not to remedy or attempt to remedy it except in case of emergency or where there is immediate danger to human health.
- 4.29 To allow and facilitate the Landlord or anyone with the Landlord's written authority to enter the Property to inspect its condition and state of repair and to carry out any repairs which are necessary by virtue of the Landlord's responsibilities under this Agreement or by law or which are required to any adjoining property and can only be carried out by having access to the Property. Except in the case of an actual or potential emergency, the Landlord will endeavour to give the Tenant no less than 48 hours' notice of his intention to enter the Property for these purposes and will endeavour to enter at a reasonable time of day.
- 4.30 To allow the Landlord (and where necessary with workmen and others) at all reasonable times during the Term having been given at least 24 hours written notice (or without notice in emergency) to enter the Property and if necessary by use of the Landlord's keys for the purposes of: repairing or painting the outside of the Property or any neighbouring property or carrying out any structural or other necessary repairs to the Property or any neighbouring property;

Use of the Property

- 4.31 Not, without the Landlord's prior written consent, to allow any persons other than the Tenant to live at the Property
- 4.32 To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so (including receiving paying guests).
- 4.33 Not to use the Property for any illegal or immoral purpose or activity.
- 4.34 Not to alter or add to the Property or do anything on the Property which a reasonable person might foresee could increase the risk of fire or endanger human health. This means in particular that the Tenant must not bring or permit to be brought onto the Property or keep at the Property inflammable material or any gas appliances that have not been certified and connected by a suitably qualified Gas Safe registered engineer, but is not limited to those matters.
- 4.35 Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property.
- 4.36 Not to do anything, or fail to comply with any requirement, as a result of which any policy of insurance taken out by the Landlord may be invalidated partly or completely or by which the rate of premium on the policy may be increased.
- 4.37 Not to keep a domestic pet or other animals in the Property without obtaining the prior written consent from the Landlord,
- 4.38 To take all reasonable steps to prevent infestation to the Property by vermin, rodents, fleas, moths or other pests; and where such infestation occurs to be liable for the costs of any fumigation or cleaning services that are required.
- 4.39 Not to:
- a) leave the Property unoccupied for more than twenty-one consecutive days without, (i) first giving prior written notice to the Landlord and (ii) allowing the Landlord access to the Property during the period it is unoccupied for the purpose of mitigating the risk of damage during such period. If the Property is left unattended (even for a short time), the Tenant will ensure all external doors and windows are properly secured and any burglar alarm is properly set;
 - b) fix on the outside of the Property or on the inside so it may be seen from the outside any flag placard sign or poster or fix blinds to the windows inside or outside except with the Landlord's prior written consent;
 - c) play any audio equipment or musical instrument or otherwise make any sound in the Property so as to cause a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises;
 - d) change any of the locks of the Property or have any duplicate keys made without the prior written consent of the Landlord and if new keys are made promptly deliver a set of these keys to the Property to the Landlord and pay the Landlord any reasonable costs incurred by him in replacing locks to which the keys are lost or not returned;
 - e) use any television in the Property without holding a television licence which is to be paid for by the Tenant;

Garden and exterior

- 4.40 To maintain any garden or exterior area which forms part of the Property in a neat and tidy condition. This includes, but is not limited to, cutting the grass regularly, keeping paths, patios and flower beds free of weeds
- 4.41 Not to dig up, cut down, or cause damage to any trees, shrubs, or bushes upon the Property without the Landlord's prior written consent.
- 4.42 Not to place on or affix to the Property any aerial, satellite dish, noticeboard or advertising hoarding without the prior written consent of the Landlord; and where such consent is given to pay for all reasonable costs of installation and removal at the end of the Term and the costs of making good any damage caused and any redecorations made necessary by the installation or removal.
- 4.43 Not to keep any commercial vehicle, caravan or boat at the Property without the prior written consent of the Landlord.
- 4.44 Not to carry out repairs to cars, motorcycles, vans or other vehicles at the Property other than such maintenance of a motor vehicle as its registered keeper could reasonably be expected to carry out from time to time at a private dwelling house.

Security

- 4.45 Not to change the code or codes of any burglar alarm serving the Property without the prior written consent of the Landlord, and where such consent is given, promptly to notify the Landlord in writing of the new code or codes.

Notice to Repair

- 4.46 If the Landlord gives the Tenant notice requiring the Tenant to remedy any failure by the Tenant to comply with its obligations under this Agreement, to carry out the required remedial work within twenty-one days from being given the notice. If the Tenant does not do so the Tenant will having been given at least 48 hours written notice permit the Landlord and all persons authorised by the Landlord to enter the Property to carry out the work set out in the notice and to pay the Landlord the Costs and Expenses of any works

Assignment, subletting and parting with possession

- 4.47 Not, without the written consent of the Landlord, to assign or sublet all or part of the Property;
- 4.48 Save for occasional non-paying guests, not to sell, let, lend, charge or otherwise dispose of or part with or share possession of all or part of the Property or any of the Contents;
- 4.49 If the Tenant allows persons other than the Tenant to occupy the Property, without the prior written permission of the Landlord, to indemnify the Landlord for all of his Costs and Expenses, incurred; (i) in securing the eviction of occupants other than the Tenant and (ii) in the event of any action being taken against the Landlord by a third party by reason of such occupants. An example where such costs may be incurred by the Landlord (though not limited to only such example) would be if the Landlord were to be prosecuted under Section 72 of the Housing Act 2004.

Notices from third parties

- 4.50 To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996, or any other formal or legal notice relating to the Property or addressed to the owner of the Property or to the Landlord by name, within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.

Smoking

- 4.51 Not to smoke nor allow any person to smoke in or at the Property or the Common Areas at any time unless the Landlord has consented in writing.

Tenant's Negligence

- 4.52 To reimburse the Landlord in respect of death or injury to any person (including the Tenant) or loss or damage to his property caused by default or negligence of the Tenant and/or his invitees.

Superior Title and Lease Obligations

- 4.53 To comply with all provisions relating to the freehold title to the Property and with any terms of any superior lease of the Property (a copy of which has been provided to the Tenant) other than those for payment of rent and service charge unless compliance is the sole responsibility of the Landlord under the Agreement and to reimburse the Landlord for any reasonable claims and costs arising as a result of the Tenant's default.
- 4.54 Not to do anything which under such superior lease requires the consent of the superior Landlord without first obtaining such consent from the Landlord and the superior Landlord. The application to the superior Landlord will be at the Tenant's expense whether consent is given or not.

Common Areas

- 4.55 Not to cause any obstruction to the Common Areas or deposit, store or leave any item therein.
- 4.56 To use the Common Areas only for the purpose of gaining access to or egress from the Property and to comply with any reasonable regulations which the Landlord may publish during the Term to regulate the use of the Common Areas.

Sale of Superior Title and other obligations at the end of the Tenancy

- 4.57 To permit the Landlord to erect and display at the Property any for sale or to let board during the Term.
- 4.58 During the Term to allow the Landlord to enter and view the Property with agents, prospective tenants or purchasers at reasonable times of the day if the Landlord has given 24 hours' notice beforehand.
- 4.59 At the end of the Term to give vacant possession of the Property and to leave the Property in the condition it should be in if the Tenant has fully performed all the Tenant's obligations under this Agreement. This means in particular that the Tenant must:
- remove from the Property all rubbish and refuse;
 - remove from the Property all the Tenant's belongings, personal effects and equipment, furnishings and foodstuffs;
 - leave the Contents where they were at the beginning of the Term and not remove any of the Contents from the Property;
 - have professionally cleaned at the Tenant's expense and to a good standard the Property and any Contents
 - clean all windows in the Property inside and out.
 - to assist the Landlord in checking the Inventory and examining the condition of the Property and to comply with all obligations of the Tenant set out in the Inventory/Schedule of Condition (where applicable)
 - to return to the Landlord all keys to the Property (including any new keys cut during the Tenancy);
 - to provide to the Landlord a forwarding address to facilitate communications between the Parties about the return of the Deposit;
- 4.60 If any possessions of the Tenant or his invitees are left at the Property, the Tenant will be responsible for meeting the Landlord's removal, sale, disposal and storage charges therefor. The Landlord will remove and endeavour to store the possessions for fourteen days (other than any perishable items which will be sold or otherwise disposed of immediately). If any of the items, which have not been disposed of, are not collected within fourteen days, the Landlord may then sell or otherwise dispose of those items. The costs of removal, storage sale and disposal may be deducted from the Deposit and/or any sale proceeds.

Tenant's Homework

- 4.61 The Tenant acknowledges that it has read and understood the provisions of the Tenant's Homework and will observe and perform all the tenant's obligations therein.

5 LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- 5.1 For so long as the Tenant complies fully with the obligations of the Tenant under this Agreement, that the Tenant has the right to possess and enjoy the Property and the Contents during the Tenancy without any lawful interruption from the Landlord or any person claiming through or in trust for the Landlord together with the right (shared with others) to use the Common Areas but reserving to the Landlord the free and uninterrupted passage of all electricity, communications, signals, gas, water and soil through the wires, cables, pipes, flues and drains in or through the Property; However
- this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise; and
 - this clause does not prevent the Landlord from taking lawful steps to enforce the Landlord's rights against the Tenant if the Tenant breaks any of the terms of this Agreement.

Safety

- 5.2 To ensure that any gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate is available to the Tenant by the Commencement Date.
- 5.3 To ensure that all the furniture and equipment within the Property belonging to and supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 5.4 To supply working smoke and carbon monoxide alarms (where applicable and requested by the Tenant) which comply with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

Insurance

- 5.5 To insure the Property and the Contents (but not the Tenant's possessions) against fire, flooding and other risks the Landlord deems appropriate.

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- 5.6 To use reasonable efforts to arrange for damage to the Property or Contents caused by an insured risk to be remedied as soon as practicable, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.
- 5.7 The Landlord will not be obliged to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other accident. In such cases the Tenancy will end on the day the Property becomes unfit for occupancy.

Main repairs

- 5.8 To maintain in reasonable condition:
- The outside of the Property (except the glass);
 - The main structure of the Property and
 - The installations in the Property for the supply of water, electricity, gas, space heating and water heating and sanitation in addition to the maintenance of all mechanical, electrical and gas appliances which form part of the Contents
- BUT** this does not include :- (a) remedying any damage (i) caused by the Tenant or his invitees or by misuse by the Tenant or his invitees or (ii) of which the Landlord has no knowledge or (iii) caused by the Tenant failing to take reasonable care of the Property or otherwise failing to observe his obligations under this Agreement, or (b) an obligation on the Landlord to carry out works for which the Tenant is liable under this Agreement;
- 5.9 The Landlord will pay the rent and other sums payable under any superior lease of the Property and will observe all obligations imposed on him by that lease except for those which are the Tenant's obligations under this Agreement.

6 ENDING THE TENANCY

Termination by notice

- 6.1 By the Landlord.
- During the Fixed Term, the Landlord may terminate the Tenancy by serving on the Tenant at least 2 months' notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.
 - The Tenancy may be terminated after expiry of the Fixed Term by the Landlord serving on the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) to expire at any time after the Fixed Term.
- 6.2 By the Tenant.
- During the Fixed Term, the Tenant may terminate the Tenancy by giving to the Landlord written notice of at least 2 months, expiring on the last day of the Fixed Term.
 - The Tenancy may be terminated after expiry of the Fixed Term by the Tenant giving to the Landlord written notice of at least four weeks which must expire on the last day of a rental period of the Tenancy.
- 6.3 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.

Termination

- 6.4 Without prejudice to any other rights or remedies the Landlord may have, the Landlord, in accordance with Section 8 of the Housing Act 1988 (as amended), may subject to the statutory provisions, re-enter the Property, recover possession of the Property and the Tenancy will come to an end, if at any time: -
- Any of the grounds set out in Clause 8, or set out as Grounds 2 or 8 or Grounds 10-15 (inclusive) and Ground 17 of the Housing Act 1988 and contained in Schedule 2 of the Housing Act 1988 (as amended) apply, or;
 - The Tenant is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded,
 - The Tenant has broken any of the terms of the Agreement,
 - The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors or if a company goes into liquidation or an interim receiver of his Property is appointed, or
 - The Tenant shall die or the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for twenty-one consecutive days or more.
- 6.5 For the avoidance of doubt, the acceptance of monies after the Tenant has breached any of his obligations contained in this Agreement will not prejudice the Landlord's right to enforce compliance with this Agreement and any such monies will be accepted as payment for use and occupation of the Property and not as rent.

Notices

- 6.6 Any notice required to be served upon the Tenant will be accepted to be properly given if it is left at the Property or if sent by post to the Tenant at the Property or the Tenant's last known address or e-mailed to the Tenant at the e-mail address supplied by the Tenant.
- 6.7 Any notice, which is required to be served on the Landlord hereunder, should be served by email at the Landlord's Agent Email Address or at such other email address of which the Landlord may notify the Tenant as its address for service. If it shall be impossible or impractical for the Tenant to serve notice by email, notice may be served in writing and sent by first-class prepaid post or delivered by hand to the registered office of the Landlord's Agent.
- 6.8 Immediately at the end of the notice period and provided vacant possession is given, the Tenant's right of occupation and the Tenancy will end, but it does not release the Tenant from any outstanding obligation or claim

Rent Review

- 6.9 The provisions of Clause 9 shall apply.

7 GUARANTEE

- 7.1 The Guarantor agrees and covenants with the Landlord that the Tenant will pay in full when due all Rent and other sums due to the Landlord hereunder and will observe and perform all the other obligations undertaken by the Tenant in this Agreement and that, if the Tenant fails to do so, the Guarantor will indemnify the Landlord against all losses, damages cost and expenses incurred by the Landlord as a result of that failure including all Costs and Expenses (and any concessions or forbearance by the Landlord to the Tenant will not release or reduce the Guarantor's obligations under this clause).

8 GROUNDS FOR RECOVERY OF POSSESSION

- 8.1 The Property was previously the Landlord's only or main home or the Landlord or their spouse require it to live in as his or her main home.
- 8.2 The Property is subject to a mortgage which was granted before the tenancy started and the lender, wants to sell it, to pay off mortgage arrears.
- 8.3 The tenancy is for a fixed term of not more than 12 months and at some time during the 12 months before the tenancy started, the Property was let to students by an educational establishment such as a university or college.
- 8.4 The Landlord intends to substantially redevelop the Property and cannot do so with the Tenant there.
- 8.5 The former tenant, who must have had a contractual periodic tenancy or statutory periodic tenancy, has died in the 12 months before possession proceedings started and there is no one living there who has a right to succeed to the tenancy.

8.6 The Tenant owed at least 2 months' rent if the tenancy is on a monthly basis or 8 weeks rent if it is on a weekly basis, both when the Landlord gave notice seeking possession and at the date of the court hearing.

9 RENT REVIEW PROVISIONS

9.1 If at any time the Landlord shall consider that the Rent then payable is less than the open market rent achievable for the Property, assuming the Tenant had fully complied with its obligations under this Agreement, the Landlord may serve on the Tenant a notice ("Rent Review Notice") requiring the Rent to be increased with effect from the next Rent Review Date to what the Landlord considers to be such open market rent at that time.

9.2 If the Landlord wishes to serve a Rent Review Notice, it shall do so not less than 14 (fourteen) days before the Rent Review Date from which the Landlord requires the increased rent to be payable.

9.3 Upon receipt of a Rent Review Notice the Landlord and Tenant shall discuss and attempt to agree what the increased rent (if any) shall be.

9.4 If the Landlord and Tenant shall agree on an increased rent, such increased rent shall become the Rent payable with effect from the Rent Review Date referred to in the Rent Review Notice or such later date as the Landlord and Tenant may agree. A record or memorandum of the increased Rent and the date from which the increased Rent is payable shall be made by the Landlord and signed by the Tenant.

9.5 If the Landlord and the Tenant shall not be able to agree what the increased rent shall be, then no increase shall be payable, but the Landlord shall have the right to bring the Term to an end by serving no less than two (2) months' notice on the Tenant to expire at any time after the Rent Review Date referred to in the Rent Review Notice.

10 DEPOSIT TERMS

The following are the contractual terms on which the Deposit is held:

10.1 In these clauses "the Agent" means; the Landlord's Agent (as defined in the Particulars)

The Tenancy Deposit

10.2 The Deposit shall be paid by the Tenant to the Agent.

10.3 The Deposit is held by the Agent as stakeholder. The Agent is a member of the Deposit Protection Service.

Interest

10.4 Any interest earned on the Deposit will belong to The Deposit Protection Service

Purpose of the Deposit

10.5 The Deposit has been taken for the following purposes:

- a) Any rent or other money due or payable by the Tenant under the Tenancy Agreement which remains unpaid after the end of the Tenancy;
- b) Unpaid costs to third parties incurred on the Tenant's behalf by the Landlord or his Agent;
- c) The Cost and Expenses, including but not limited to labour, materials, parking, congestion charge, or if greater any minimum charge, incurred in compensating the Landlord for, or rectifying or remedying any breach by the Tenant of the Tenant's obligations under this Agreement, including but not limited to, those relating to the cleaning of the Property, its fixtures and fittings and the Contents;
- d) Reasonable compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on or before the end of the Term;
- e) Any damage or compensation for damage for which the Tenant may be liable to the Property its fixtures and fittings or Contents or for missing items of the Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear. The condition of each and any such item at the commencement of the Term which is not in perfect condition is set out in the Inventory/Schedule of Condition (where applicable)
- f) Any unpaid accounts for utilities or water charges or environmental services or other services or Council Tax incurred at the Property for which the Tenant is liable; and/or
- g) all Costs and Expenses incurred in connection with dealing with the above including reasonable legal costs and Agent's costs.

End of Term

10.6 At the end of the Term:

- a) The Agent/or Landlord must inform the Tenant in writing within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- b) If there is no dispute the Agent/Landlord will keep or repay the Deposit in whole or part, according to the agreement between the Tenant and Agent or Landlord. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- c) The Tenant shall inform the Agent or Landlord in writing if the Tenant intends to dispute any of the deductions proposed by the Landlord or Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy or the Tenant vacating the Property (whichever is the sooner).
- d) If the Deposit is insufficient to pay all the monies due to the Landlord under Clause 10.5 above the Tenant will pay the Landlord promptly on demand any further money (by cleared funds) needed to pay the shortfall. If cleared funds are not received within seven days of being demanded interest will be added to the amount at the Relevant Interest Rate calculated from the date demanded until the date paid.
- e) If there remains an unresolved dispute between the Agent or Landlord and Tenant after 10 working days after notification of a dispute, the dispute may be submitted to the tenancy deposit scheme's Independent Case Examiner.
- f) The statutory rights of the Landlord and the Tenant to take legal action through the county court remain unaffected by these provisions.

Protecting your Deposit

10.7 The Landlord is obliged, within 30 days from the date of payment, to give the Tenant and any person who has paid the Deposit on the Tenant's behalf certain written information about the way the Deposit is protected. The information to be given (called "the prescribed information") is set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (S.I. 2007 No.797).

- a) The holder of the Deposit will register the Deposit with and provide other required information to the Deposit Protection Service within 30 days of the commencement of the tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
- b) The Deposit will be released following the procedures set out in Clauses 10.6 above.
- c) Deductions may be made from the Deposit according to Clause 10.5 above.

10.8 The Tenant/Landlord confirms that he / she has been given the opportunity to examine this information. The Tenant/Landlord confirms by signing this document that to the knowledge of the Tenant/Landlord the information above is accurate to the best of his knowledge and belief.

11 ADDITIONAL TERMS

The following are additional terms as agreed by the Landlord and the Tenant:

None

SAMPLE