



**Assured Shorthold Tenancy Agreement**

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**FOR**

**35, Green Acre, Durham, DH1 1JA**

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Tenants:

Lead Tenant

Second Tenant

## PRESCRIBED INFORMATION

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### Terms And Conditions

THE TENANT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).

Particulars

1.1 Tenant: The Contract is between the tenant named in the lease

1.2 Landlord: and the landlord named in the lease

1.3 Term: shall be concurrent with the term of the lease

1.4 Price: £198.00 per person

1.5 Instalments: 2 payments of £99-00 the first secures the property and the balance are to be paid by direct debit on or before the tenancy start date.

1.6 Benefits: Arrangement by the Agent for the Tenant of:

(a) an enhanced Insurance Policy, giving the Tenant:

(i) £3000 cover for the Tenant's personal items in the Property.

(ii) £2000 Laptop cover in addition to above.

(iii) £500 Tablet Cover in addition to above.

(iv) £200 of emergency purchases in case of fire or flood in addition to the above.

(v) £5,000 cover for Accidental damage to Landlords' fixtures and fittings which the Tenant is made liable for in addition to the above.

Examples of Fixtures and Fittings (Covered)

Built in wardrobes/cupboards (including a wardrobe secured permanently to the wall and never removed from the property)

Bathroom suites (sinks / baths / toilets)

Light fittings

Central-heating boilers, radiators and other plumbing systems

Built in kitchens and built in kitchen units

Flooring

Carpets

Fixed bedroom furniture (i.e. built in desks)

Fixed partitions and doors

Electric sockets

Curtain Rails

Windows

Security alarm systems

Covered by standard policy – Fire theft and Flood

Any damage caused directly by Fire, flood or theft to the fixtures or fittings listed above, some examples being:

Student causing a fire that would damage the above fixtures or fittings

A tap left running that has flooded and damaged above fixtures and fittings

Covered by including Accidental damage on landlords' fixtures and fittings:

Any damage caused directly by Fire, flood, theft or accidental to the fixtures or fittings listed above, some examples being:

Crockery fallen/damaged oven work surface.

Pan put onto work surface and damages worktop.

Items falling/ being dropped on bathroom suites.

Hair straighteners caused burns to carpet.

Sports being played indoors and smashed windows.

Red wine/drink spills on carpets.

Broken windows.

Built in Units damaged via horseplay.

Landlords loose contents and Portable electrical appliances are not covered.

Any questions please email [help@noposit.co.uk](mailto:help@noposit.co.uk) queries will be answered via your landlord's agent

100s of fantastic discounts and offers from national and local shops and businesses with the Premium rewards scheme in partnership with Vaboo.

#### Interpretation

The following definitions and rules of interpretation apply in these Conditions.

##### 2.1 Definitions:

Agent: The agent of your landlord as noted in your lease.

Benefits: the Benefits as set out in the Particulars.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Tenant for the supply of the Benefits in accordance with clause 6 (Charges and payment). Commencement Date: has the meaning given in clause 3.7.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.5.

Contract: the contract between the Agent and the Tenant for the supply of Benefits in accordance with these Conditions.

Instalments: the part payments of the Price to be made by the Tenant to the Agent on the dates and on the amount set out in the Particulars.

Property: as described in your lease

Tenant: the person or firm who purchases Benefits from the Agent. Tenant Default: has the meaning set out in clause 5.2.

Noposit Scheme: the provision of the Benefits to the Tenant by or on behalf of or through the Agent

Order: the Tenant's order for Benefits as set out in the Particulars.

Particulars: the description or Particulars of the Benefits provided by the Agent to the Tenant.

Price: the price to be paid by the Instalments by the Tenant to the Agent for the Benefits as set out in the Particulars.

Tenancy Agreement: a document by reference to which the Landlord intends to let the Property to the Tenant for the Term

Tenant Deposit: a payment due from the Tenant to the Landlord equal to 5 weeks' rent under the Tenancy Agreement to be held pursuant during the Term to a Tenant Deposit Scheme.

Term: the period set out in the Particulars during which the Tenancy Agreement shall subsist.

Third Party: the various persons named against each Benefit set out in the Particulars.

##### 2.2 Interpretation:

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes fax .

#### Basis of contract

3.1 The Property is available to let through the agency of the Agent. The Agent as the agent of the Landlord.

3.2 The Agent has set up the Noposit Scheme to make the Benefits available to tenants who enter into tenancy agreements of properties let through the agency of the Agent.

3.3 Before letting the Property to the Tenant the Landlord would ordinarily require the Tenant to pay a Tenant Deposit.

3.4 The Tenant wishes to purchase Benefits instead of paying a Tenant Deposit.

3.5 The Order constitutes an offer by the Tenant to purchase Benefits in accordance with these Conditions.

3.6 In return for the Tenant purchasing Benefits and complying with these Terms and Conditions the Agent will procure that the Landlord shall not require payment of a Tenant Deposit.

3.7 The Order shall only be deemed to be accepted when the Agent issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

3.8 The Agent will issue written acceptance of the Order following payment by the Tenant of all

Instalments.

3.9 Any descriptive matter or advertising issued by the Agent, and any descriptions or illustrations contained in the Agent's publicity material, are issued or published for the sole purpose of giving an approximate idea of the Benefits described in them. They shall not form part of the Contract or have any contractual force.

3.10 These Conditions apply to the Contract to the exclusion of any other terms that the Tenant seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Supply of Benefits

4.1 The Agent shall arrange the supply of the Benefits to the Tenant by the relevant Third Party in accordance with the Particulars in all material respects.

4.2 The Agent shall use all reasonable endeavours to ensure that the relevant Third Party makes the Benefits available to the Tenant throughout the Term.

4.3 The Agent reserves the right to amend the Particulars if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Benefits, and the Agent shall notify the Tenant in any such event.

Tenant's obligations

5.1 The Tenant shall:

ensure that the terms of the Order and any information it provides in the Particulars are complete and accurate;

co-operate with the Agent in all matters relating to the Benefits;

provide the Agent with such information and materials as the Agent may reasonably require in order to supply the Benefits, and ensure that such information is complete and accurate in all material respects;

at all times comply with the Tenant's obligations under the Tenancy Agreement;

to act in relation to the Property in the same tenant-like manner as if they had paid a Tenant Deposit.

To report to the Agent the damage suffered by the Property and/or the Landlord's fixtures and fittings therein as damage occurs and to indemnify the Landlord fully in relation to damage caused to the Property and the Landlord's fixtures and fittings during the Term irrespective of the outcome of a claim whether by the Tenant or the Landlord to an insurer for indemnity against the cost of repairing such damage.

To pay the landlord under the indemnity given in clause 5.1(f) within seven days of receipt of invoice therefor.

At the end of the Term to yield up possession to the Landlord of the Property with the Landlord's fixtures and fittings in the condition that the Tenant is required to hand them back in accordance the provisions of the Tenancy Agreement (fair wear and tear excepted).

5.2 If the Tenant fails to perform any relevant obligation (Tenant Default):

without limiting or affecting any other right or remedy available to it, the Agent shall have the right to suspend performance of the Benefits until the Tenant remedies the Tenant Default, and to rely on the Tenant Default to relieve it from the performance of any of its obligations in each case to the extent the Tenant Default prevents or delays the Agent's performance of any of its obligations;

the Agent shall not be liable for any costs or losses sustained or incurred by the Tenant arising directly or indirectly from the Agent's failure or delay to perform any of its obligations as set out in this clause 5.2; and

the Tenant shall reimburse the Agent on written demand for any costs or losses sustained or incurred by the Agent arising directly or indirectly from the Tenant Default.

Price and payment

6.1 The Tenant covenants to pay the Price by the Instalments.

6.2 The Tenant shall pay each Instalment to the Agent:

on a before the due date specified in the Particulars]; and

in full and in cleared funds to a bank account nominated in writing by the Agent, and

time for payment shall be of the essence of the Contract.

6.3 In default of payment of any one Instalment previous Instalments shall be forfeit to the Agent, the Tenant's' Order shall be null and void and the Tenant shall instead be required to pay a

Tenant Deposit under the provisions of clause 4.7.1. of the Tenancy Agreement.

6.4 The operation of the Noposit Scheme is subject to and does not override the provisions of clause 2.1.27 of the Tenancy Agreement, which clause shall have effect at all times throughout the Term, not just at or after the expiry of the Term.

6.5 The Tenant shall comply with all the requirements of it pursuant to the Noposit Scheme and a breach by it of these Terms and Conditions shall be a breach by it of the terms of the Tenancy Agreement.

6.6 All amounts payable by the Tenant under the Contract are inclusive of amounts in respect of value added tax (VAT) and Insurance Premium Tax (IPT) chargeable from time to time.

6.7 If the Tenant fails to make a payment due to the Agent under the Contract by the due date, then, without limiting the Agent's remedies under clause 9, the Tenant shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).  
Limitation of liability: THE TENANT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1 Under no circumstances shall the Agent have any liability to the Tenant of whatever kind for: the failure by a Third Party to provide the relevant Benefit;

any substitution by a Third Party of a Benefit different to that specified in the Particulars

7.2 Nothing in the Contract limits any liability which cannot legally be limited, including [but not limited to liability for breach of the terms implied by section 2 of the Supply of Goods and Benefits Act 1982 (title and quiet possession). 7.3 Subject to clause 8.1, the Agent's total liability to the Tenant shall not exceed £50. The Agent's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

7.4 The Agent has given commitments as to compliance of the Benefits with relevant Particulars in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Benefits Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.5 Unless the Tenant notifies the Agent that it intends to make a claim in respect of an event within the notice period, the Agent shall have no liability for that event. The notice period for an event shall start on the day on which the Tenant became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. 7.6 This clause 8 shall survive termination of the Contract.

#### Termination

8.1 Without affecting any other right or remedy available to it, the Agent may terminate the Contract by giving the Tenant 7 days' written notice.

8.2 Without affecting any other right or remedy available to it, the Agent may terminate the Contract with immediate effect by giving written notice to the Tenant if the Tenant commits a material breach of any term of the Contract or any of the Tenant's Obligations under the Tenancy Agreement and (if such a breach is remediable) fails to remedy that breach within seven days of the tenant being notified in writing to do so;

8.3 Without affecting any other right or remedy available to it, the Agent may terminate the Contract with immediate effect by giving written notice to the Tenant if the Tenant fails to pay any amount due under the Contract on the due date for payment.

8.4 Without affecting any other right or remedy available to it, the Agent may suspend the supply of Benefits under the Contract or any other contract between the Tenant and the Agent if the Tenant fails to pay any amount due under the Contract or under the Tenancy Agreement on the due date for payment.

#### Consequences of termination

9.1 On termination of the Contract the Tenant shall immediately pay to the Agent all of the Agent's outstanding unpaid invoices and interest and, in respect of Benefits supplied but for

which no invoice has been submitted, the Agent shall submit an invoice, which shall be payable by the Tenant immediately on receipt;

9.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract or of any of the Tenant's Obligations under the Tenancy Agreement which existed at or before the date of termination or expiry.

General

10.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

The Agent may at any time assign, subcontract or delegate any or all of its rights and obligations under the Contract.

The Tenant shall not assign, transfer or delegate or deal in any other manner with any of its rights and obligations under the Contract.

10.3 Entire agreement.

With the Tenancy Agreement the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

The Tenant acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Tenant agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

10.4 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.7 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at:

in the case of the Agent at their registered office.

in the case of the Tenant at the Property.

Any notice or communication shall be deemed to have been received:

if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

10.8 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Sample Contract

Sample Contract

Sample Contract

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**Date: 07/01/2026**

**ASSURED SHORTHOLD TENANCY AGREEMENT, between:**

Mrs Property Owner  
(Landlord Details)

**AND**

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

(Tenant details)

**Permitted Occupiers:**

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**IMPORTANT NOTICE:**

**ALL TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE TERMS OF THIS CONTRACT.**

This is an important legal document and you must read it carefully and thoroughly. Once signed and date this agreement will be legally binding and may be enforced by a court. If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent advice before signing.

This document contains the Terms of the Tenancy of 35, Green Acre, Durham, DH1 1JA, United Kingdom

It sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree or that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

To help save the planet, we do not issue paper copies of documents. We will issue you with a scanned PDF copy of this agreement, which you can keep for your reference.

## DEFINITIONS

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### **The Premises -**

References to “the Premises” include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable)

### **The Agreement Fixtures and Fittings -**

References to “Agreement” or “the Agreement” are to this tenancy agreement. References to the “Fixtures and Fittings” means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

### **The Term / the Tenancy -**

References to “the Term” or “the Tenancy” include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 1.

### **Water charges -**

References in this Agreement to “water charges” include references to sewerage and environmental service charges.

### **The Deposit -**

“The Deposit” means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant’s obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

### **The Deposit Holder -**

“The Deposit Holder” as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of mydeposits; one of the organisations authorised to register Deposits under the Housing Act 2004.

### **Stakeholder Relevant Persons -**

Where the Deposit is held as “Stakeholder” no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from mydeposits. “Relevant Persons” mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant eg: a local authority, parent, or Guarantor.

### **Landlord -**

The expression “Landlord” shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

### **The Landlord’s Agent / Agent -**

“Landlord’s Agent” or “Agent” means Orange Lincoln Limited (12822312)

### **Insurable Risks -**

“Insurable Risks” means fire, storm, tempest and such other perils that are included in the Landlord’s insurance policy if affected.

### **The Check-In Inventory -**

“The Check-In Inventory”, “Inventory” means the video and photos taken up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent or an inventory clerk.

### **The Tenant -**

“The Tenant” includes anyone to whom the Tenancy has been lawfully transferred.

### **Permitted Occupier -**

"Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement, apart from the payment of rent.

**Joint and Several -**

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it.

Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

**Act of Parliament -**

Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

**Independent Case Examiner (ICE) -**

"ICE" is an "Independent Case Examiner" of MyDeposits.

**Guarantor -**

An individual nominated by each of the tenant(s) who agrees to pay rent and other contractual obligations in the event that the tenant(s) can not pay for whatever reason.

**Headlease -**

A lease held directly from the freeholder and subject to one or more underleases. It is sometimes called a head lease.

**The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.**

## PARTICULARS

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**Date:**

07/01/2026

**Landlord Name & Address (and Company Number if applicable):**

Mrs Property Owner  
1, Example Street, Example City, AA1 1AA

**Tenant(s):**

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

**ALL TENANTS NAMED ON THIS AGREEMENT ARE JOINTLY AND SEVERALLY LIABLE FOR THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**In relation to the Property known as:**

35, Green Acre, Durham, DH1 1JA, United Kingdom

**1 GRANT OF THE TENANCY**

- 1.1 The Landlord lets the Property to the Tenant for the Contractual Term of 365 days starting at 5pm on 01/07/2026 and ending at 9am on 01/07/2027 .
- 1.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

**2 RENT**

- 2.1 The Tenant shall pay the Rent in advance by Direct Debit.

**Rent payment schedule**

| Tenant number | Tenant name      |
|---------------|------------------|
| 1             | Mr Lead Tenant   |
| 2             | Mr Second Tenant |

| Charge date                | Tenant number   |                 | Sub-total        |
|----------------------------|-----------------|-----------------|------------------|
|                            | 1               | 2               |                  |
| 01/07/26                   | 938.57          | 938.57          | 1,877.14         |
| 01/10/26                   | 1,668.57        | 1,668.57        | 3,337.14         |
| 01/01/27                   | 1,668.57        | 1,668.57        | 3,337.14         |
| 01/05/27                   | 938.57          | 938.57          | 1,877.14         |
| <b>Sub-total</b>           | <b>5,214.28</b> | <b>5,214.28</b> | <b>10,428.56</b> |
| All amounts are in GBP (£) |                 |                 |                  |

- 2.2 The Tenant shall pay the Rent in 10 days advance of the stated date in the above payment schedule by Direct Debit.
- 2.3 The Tenant shall pay the first instalment of the Rent on or before the start of the Contractual Term.
- 2.4 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 2.
- 2.5 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above The Bank Of England base rate on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

### 3 CONTENTS

- 3.1 The Landlord shall provide the Tenant with a photo Inventory showing the condition of the Property and the Contents at the start or within one month following the start of the Contractual Term.
- 3.2 The Tenant shall keep the contents of the property in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state as detailed in the photo Inventory, fair wear and tear excepted. The photo Inventory will be treated as accepted by the Tenant if not challenged within 10 working days of delivery to the Tenant.
- 3.3 The Landlord and the Tenant agree to the use of the Inventory and photos as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator under the deposit protection scheme (see clause 4.4 below).
- 3.4 The Tenant will allow the Landlord and the Agent a 14 day grace period to access the Property at the start of the Contractual Term to carry out any cleaning or repair works which may be required at the Property. This will not entitle the Tenant to withhold or deduct any of the Rent.

### 4 DEPOSIT

- 4.1 The Tenants shall pay a Deposit of £0 to the Landlord or Agent immediately upon signing this agreement.
- 4.1.1 The Deposit will be held by Mydeposits. The Agent is a member of mydeposits

custodial scheme.

- 4.2 The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 4.3 Any interest earned on the holding of the Deposit will belong to The Agent
- 4.4 The Deposit has been taken for the following purposes:
- 4.4.1 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 4.4.2 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 4.4.3 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.
- 4.4.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

#### **Protection of the Deposit**

Mydeposits  
1st Floor, Premiere House Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JH

Telephone: 0333 321 9401 Email: info@mydeposits.co.uk Fax: 0845 634 3403

- 4.5 The Landlord or Agent shall inform the Tenant by email within Ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 4.
- 4.6 The Tenant or Agent shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.
- 4.7 The Landlord or Agent shall inform the Scheme Administrator within Ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and the Tenant.
- 4.8 The Landlord or Agent shall be entitled to deduct from the Deposit all reasonable costs incurred by the Landlord or the Agent in pursuing sums, which are overdue under the terms of this agreement.
- 4.9 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to

the agreed deductions and the conditions of the Agreement. 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.

- 4.10 The Tenant should inform the Landlord/Agent by email if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within 10 working days of the Landlord/Agent having complied with the requirements of clause 4.5. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of mydeposits and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 4.10.1 In the event of multiple tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through mydeposits to deal with any dispute about the Deposit at the end of the Tenancy.
- 4.10.2 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 6.10.3 below) be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication process.
- 4.10.3 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 4.10.2 above.
- 4.11 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by mydeposits.
- 4.12 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 4.13 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 4.14 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

## 5 USE OF PROPERTY

- 5.1 To use the Premises only as a private residence for the occupation of the Tenant(s) listed on this agreement.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 5.3 Not to keep any animals, reptiles or birds (whether domestic or otherwise) in the

- Premises without the express prior written consent of the Landlord
- 5.4 The Tenant shall not do anything to or on the Property that:
- (a) Causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
  - (b) Involves using the Property for immoral or illegal purposes; or
  - (c) Has (or might have) the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 8.2.
- 5.5 The Tenant shall send the Agent a copy of any letter, notice or other communication affecting the Property or its boundaries within seven days of receipt and shall not take any action regarding such letters, notices or communications without the prior consent of the Landlord.
- 5.6 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.
- 5.7 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's prior consent.
- 6 The tenant agrees with the landlord as follows:
- 6.1 **Rent**
- 6.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 2
  - 6.1.2 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above The Bank of England base rate on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.
- 6.2 **Conditions of Premises, Repair and Cleaning**
- 6.2.1 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 (fair wear and tear and damage by any insured risk 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).
  - 6.2.2 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 with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Agent.(fair wear and tear excepted)
  - 6.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

- 6.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 6.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 6.2.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 6.2.7 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 a reasonable time.
- 6.2.8 To keep the windows of the Premises clean.
- 6.2.9 To wash and clean all items that may have become soiled during the Term.
- 6.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 6.2.11 To clean and disinfect any and all shower heads in the Premises every 3 months.
- 6.2.12 The Tenant shall not (and shall not permit any guest to) sleep on or use any of the beds or mattresses at the Property without suitable sheets.
- 6.2.13 The Tenant must provide their own mattress protectors for all beds at the Property (if they are not already provided at the Property) and shall ensure that mattress protectors are used on all beds at all times.

### 6.3 Access, Inspection and Keys

- 6.3.1 The Landlord reserves the right for the Landlord, the Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice to the Tenant:
- (a) To inspect the condition and state of repair of the Property;
  - (b) To carry out the Landlord's obligations under this agreement;
  - (c) To carry out repairs or alterations to any next door premises;
  - (d) To take gas, electricity or water meter readings;
  - (e) For any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
  - (f) To show prospective tenants or purchasers around the Property.

### 6.4 Insurance

- 6.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his

and are not covered by any insurance policy maintained by the Landlord.

6.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

6.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

## 6.5 Assignment

6.5.1 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 to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld.

## 6.6 Illegal, Immoral Usage

6.6.1 Not to use the Premises for any illegal, immoral or improper use.

6.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may be prohibited or restricted by statute.

## 6.7 Nuisance and Noise

6.7.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

## 6.8 Inflammable Substances and Equipment

6.8.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

## 6.9 Utilities

6.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

6.9.2 Subject to 8.10 (if the weekly cap is exceeded) To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and 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.

6.9.3 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 not without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the

Tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.

6.9.4 In the event of any supply of water, gas, electricity, telephone or internet services 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 pay, or be liable to pay to the Landlord the costs associated with reconnecting or resuming those services.

6.9.5 You acknowledge and agree that the cost of utilities may increase before and during the Term, not only as a result of higher usage by you than was estimated by Loc8me, based on previous usage for the Property, but also because of changes to the cost of energy in a highly volatile market. Loc8me is not (and cannot be held to be) responsible for the rates charged by Utility Companies. We will always do our best to find you the cheapest rate in the market, but increases to the energy price cap are outside Loc8me's control. Any additional costs will be passed onto you, after we have provided you with at least 7 days' notice. You will be notified of any changes in the cost of utilities before, or during, your tenancy in writing, by email.

## 6.10 1.THE TENANT'S OBLIGATIONS

1.1. As part of this Tenancy Agreement, the Landlord undertakes to provide a range of utilities and services. Further details to be explained in the additional considerations within this agreement.

## 6.11 Animals and Pets

6.11.1 A Tenant must seek the prior written consent of the Landlord should they wish to keep pets or other animals at the Property. A Landlord must not unreasonably withhold or delay a written request from a Tenant without considering the request on its own merits.. The Landlord should accept such a request where they are satisfied the Tenant is a responsible pet owner and the pet is of a kind that is suitable in relation to the nature of the premises at which it will be kept. Consent is deemed to be granted unless the written request is turned down by a Landlord with good reason in writing within 28 days of receiving the request. A Landlord is prohibited from charging a fee to a Tenant who wishes to keep pets or other animals at the Property. Permission may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit, but the deposit must not breach the deposit cap requirements under the Tenant Fees Act 2019

## 6.12 Usage

6.12.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant(s) and not for business purposes.

## 6.13 Locks and Keys

6.13.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

6.13.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have

been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

6.13.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

6.13.4 The Landlord and the Agent have the right to retain a set of keys to the Property, which shall only be used by prior appointment or otherwise with the prior consent of the Tenant, except in an emergency.

#### **6.14 Fixtures and Fittings**

6.14.1 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 prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

#### **6.15 Alterations and Redecoration**

6.15.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld.

6.15.2 Not to permit any waste, spoil or destruction to the Premises.

#### **6.16 Empty Premises**

6.16.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

6.16.2 The Tenant must take reasonable precautions to prevent frost damage to any pipes or other installations at the Property (for example by making sure that the heating is left on a suitable setting during cold weather).

6.16.3 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, such consent not to be unreasonably withheld.

6.16.4 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

#### **6.17 Drains**

6.17.1 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.

6.17.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

6.17.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the

Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

#### **6.18 Affixation of Items**

- 6.18.1 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 written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 6.18.2 Not to affix any items to the walls of the Premises either internally or externally using glue, blu-tac, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

#### **6.19 Washing**

- 6.19.1 Not to hang any washing, clothes or other articles inside the Premises and not to hang or place wet or damp articles of washing upon any item or room heater.

#### **6.20 Costs and Charges**

- 6.20.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 6.20.2 To pay the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part hereof.

#### **6.21 Refuse**

- 6.21.1 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.

#### **6.22 Smoking and Naked Flames**

- 6.22.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.
- 6.22.2 Not to burn any naked flames or permit any guest or visitor to do so on the premises.

#### **6.23 Garden**

- 6.23.1 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

#### **6.24 Notices**

- 6.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

#### **6.25 Headlease**

- 6.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as leasee under the head lease) as set out in the head lease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

## 6.26 Smoke Alarms

- 6.26.1 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms MONTHLY to ensure that they work.
- 6.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

## 6.27 Burglar Alarms

- 6.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant.
- 6.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately
- 6.27.3 To pay for any call out charge for the burglar alarm if the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

## 6.28 Immigration Act

- 6.28.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his agent of such and shall provide to them upon request copies of any such written communication.

## 7 The landlord agrees with the tenant as follows:

### 7.1 Quiet Enjoyment

- 7.1.1 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 interruptions by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

### 7.2 Insurance

- 7.2.1 To insure the Premises and the Fixtures and Fittings and furniture, furnishings and equipment specified in the Check-In Inventory to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

### 7.3 Interest and Consents

- 7.3.1 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 this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

### 7.4 Repair

- 7.4.1 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 Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord 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.

### 7.5 Safety Regulations

- 7.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 7.5.2 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.
- 7.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 7.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

## 7.6 Legionella

- 7.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

8 It is mutually agreed as follows:-

### 8.1 Repair

- 8.1.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

### 8.2 Insurable Risks

- 8.2.1 If the Premises are destroyed or rendered uninhabitable by 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.

### 8.3 Reimbursement

- 8.3.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 4.4 at the end of the tenancy.

### 8.4 Data Protection and Confidentiality

- 8.4.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at:  
<http://loc8me.co.uk/terms-privacy>

### 8.5 Council Tax

8.5.1 The Tenant shall pay the Council Tax in respect of the 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 upon demand or a fair and reasonable proportion of it.

## 8.6 Forfeiture

8.6.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

## 8.7 Notices

8.7.1 The Landlord 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:

Orange Lincoln Limited (12822312)  
Albert House, 1 Albert Street, Loughborough, England, LE11 2DW

8.7.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

8.7.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own.

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

## 8.8 Jurisdiction

8.8.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

## 9 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Signatures

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TENANTS

(Not signed)

Mr Lead Tenant  
1 More Avenue, London, EC2A 2EX, United Kingdom

Sample Contract

(Not signed)

Mr Second Tenant  
2 Fleet Place, London, EC2A 2EX, United Kingdom

Sample Contract

LANDLORD

(Not signed)

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## Guarantor contract

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### Guarantor Agreement

This Guarantor Agreement is made the on :- 07/01/2026

Between:

- (1) The landlord: Mrs Property Owner
- AND
- (2) The Guarantor: Mr Example Guarantor

It is agreed between The Party as follows:

1. The Landlord has agreed to allow Mr Lead Tenant to reside at the property known as 35, Green Acre, Durham, DH1 1JA, United Kingdom upon the terms and conditions of a tenancy agreement (the "Agreement") commencing on the 01/07/2026 (the "Tenancy").
2. The Guarantor agrees to comply with the terms of this Guarantor Agreement and ensure that the Tenant complies with the terms of the Agreement.
3. The Guarantor further agrees to fully compensate and indemnify the Landlord in respect of any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement or due to the Landlord's decision to allow the Tenant to occupy the Premises.
4. This guarantee and indemnity extends to any renewal, extension, or continuation of the Tenancy, whether fixed term or periodic, and includes any increase in rent or any other variation of the Agreement agreed between the Landlord and the Tenant irrespective of whether the Guarantor agrees to that increase of variation provided that the Guarantor is given written notice of the increase or variation within 14 days of it being agreed.
5. This Guarantor Agreement is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any guest, visitor, occupier, or licensee permitted to reside there by the Tenant and is not limited to any initial fixed term specified in the Agreement.
6. If the Tenant abandons or vacates the Property, breaches any part of the Agreement, or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will compensate the Landlord for all losses, claims, liabilities, costs and expenses arising from that event including the rent for the remainder of the originally agreed term of the tenancy or the period until the Tenant could have legitimately brought the tenancy to an end under the terms of the Agreement or any common law or statutory notice period.
7. The Landlord may seek to enforce obligations and claim damages against the Tenant, Guarantor, or both of them under the Agreement and this Guarantor agreement. The obligations of the Guarantor will not be waived, nullified or reduced by any act, neglect, leniency, generosity, or allowance of time to comply given by the Landlord to the Tenant.
8. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
9. The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Premises are occupied by the Tenant or

any licensee.

10. The Guarantor will pay any reasonable costs of the Landlord in enforcing this Guarantee and the obligations of the Agreement.

11. If the Tenant forms more than one person the Guarantee will not end or be invalidated if one or more of the original persons forming the Tenant abandons the Premises or surrenders their interest in the Tenancy provided that at least one of the persons forming the Tenant or their licensees remains in possession.

Name: Mrs Property Owner

Date of birth: 12/09/1960

Contact details

Mobile number: 0123 45678910

E-mail address: guarantor.name@email.com

Present Address: 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom

DECLARATION I hereby certify that the information provided is true and accurate and give permission for this information to be verified by third parties and disclosed as detailed above for the purpose of: Performing a credit search by a third party agency Contacting my current, previous employers and referees to confirm the details provided Fraud prevention, credit assessment and insurance decisions I understand that the results of these searches will be provided to the Letting Agent and accessed again in the event of a default in my rental payments. I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided. I understand that if I default on my tenancy obligations, this information may be released to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance. I understand that providing false information may lead to early termination of any subsequent tenancy agreement. I am happy for the referencing agency to contact me in respect to this application if required. I have read and agree to be bound by the above terms.

**Signature**

(Not signed)

Mr Example Guarantor  
12 Mount park avenue, Worcester, WR2 6NJ  
United Kingdom