



PORTICO DIRECT

SAMPLE TENANCY AGREEMENT:

ASSURED SHORTHOLD TENANCY AGREEMENT TEMPLATE

PRESCRIBED INFORMATION

Housing Act 2004

This information is prescribed under the Housing Act 2004 (Information). That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

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| Premises | [Property Address] Together with fixtures, furniture and effects therein as specified in the inventory. |
| Landlord | [Landlord name] Notices should be sent to: [Landlord address] |
| Tenant | [Tenant name] Notices should be sent to: [Tenant address] [Email address] [Mobile phone number] |
| Term | A fixed term of [INSERT] months Commencing on [INSERT] until [INSERT]. |
| Rent | £[INSERT] each month, payable in advance on or before the [INSERT] day of each month |
| Deposit | £[INSERT] |
| Deposit Holder | MyDeposits 1 st Floor Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH 0333 321 9401 https://www.mydeposits.co.uk |

The Deposit

- A.1 The Tenant shall pay to Portico Direct on the signing of this agreement the amount of the Deposit and the first payment of the Rent, unless the Tenant and the Landlord have agreed in writing a later date when the payment may be made.
- A.2 The Deposit will be registered with the MyDeposits Deposit Protection Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier. The Deposit will be held under the terms of MyDeposits, of which Portico Direct is a member. Further detail in relation to the Deposit is provided in clause 6 of the Tenancy Agreement attached.
- A.3 A leaflet entitled A Tenants Guide to MyDeposits – Custodial Protection and A Tenants Guide to MyDeposits – Insurance Protection? Explaining how the Deposit is protected by the Housing Act 2004, will be provided to the Tenant by the Landlord.

At the end of the Tenancy

- A.4 The Deposit will be released following the procedures set out in clause 6 of the Tenancy Agreement attached.
- A.5 Deductions may be made from the Deposit according to clause 6 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- A.6 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in A Tenants Guide to MyDeposits – Custodial Protection and A Tenants Guide to MyDeposits – Insurance Protection? Which is attached to this document. More detailed information is available on: <https://www.mydeposits.co.uk/>. Any dispute arising from the proposed deductions will be subject to MyDeposits guidelines including use of the free and independent Alternative Dispute Resolution service where its use has been agreed by the Tenant and the Landlord.

The Landlord confirms that the Information provided to the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the Information.

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

Signed by the Tenant: _____

Signed by the Landlord: _____

The Deposit is safeguarded by the MyDeposits Deposit Protection Scheme.

**AGREEMENT FOR AN
ASSURED
SHORTHOLD TENANCY**

Important Notice to the Tenant

This document contains the Terms of the Tenancy of [INSERT]. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also 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 that you do not agree with and that it does contain everything you 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 you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing. The Tenant and the Landlord confirm their agreement with the Portico Direct Terms and Conditions and Privacy Policy which they made when creating their account.

THIS AGREEMENT IS MADE on the [INSERT] Day of [INSERT] 202[INSERT]

THIS AGREEMENT IS MADE BETWEEN

| | |
|------------------|---|
| Landlord | [Landlord name] Notices should be sent to: [Landlord address] |
| Tenant | [Tenant name] Notices should be sent to: [Tenant address] [Tenant email] [Tenant phone] |
| Guarantor | [Guarantor Name] |

AND IS MADE IN RELATION TO PREMISES AT:

| | |
|------------------|---|
| Premises | [Property address] Together with fixtures, furniture and effects therein as specified in the inventory |
| Occupancy | The maximum number permitted to occupy the Premises is [INSERT] |
| Term | A fixed term of [INSERT] months Commencing on [INSERT] until [INSERT]. |
| Rent | £[INSERT] each month, payable in advance on or before the [INSERT] day of each month |

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Premises for a period of [INSERT] months. The Tenancy shall start on and include the [INSERT] and shall end on and include the [INSERT].

2. The Rent

The Tenant shall pay to Portico Direct £[INSERT] per month, ("the Rent") payable in advance using Portico Direct's platform. The first payment shall be due on or before the **date of this agreement** unless the Tenant and the Landlord have agreed in writing that it will be paid at a later date. Thereafter, payments shall be due on the [INSERT] day of each month (the "Rent Due Date") unless otherwise agreed in Schedule A.

3. The Deposit

The Tenant shall pay to Portico Direct, on the signing of this Agreement, £[INSERT] as a deposit ("the Deposit") which shall be held by MyDeposits Deposit Protection Scheme. The Deposit will pertain to any renewal or

extension of the Tenancy. Portico Direct is a member of the MyDeposits Deposit Protection Scheme. At the end of the Tenancy the Landlord or Portico Direct (as is relevant), shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

5. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy under Part I of Chapter II of the Housing Act 1988 (as amended) (HA 1988) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of HA 1988. The Tenant acknowledges receipt of the current Ministry of Housing, Communities and Local Government's *How to Rent – the checklist for renting in England* by signing this Agreement.

Dealing with the Deposit

- 6.1.** If the Deposit is to be dealt with by Portico Direct it will be held by MyDeposits which is a government approved custodial scheme (Scheme), MyDeposits contact details re: MyDeposits, 1st Floor Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH, phone number: 0333 321 9401, <https://www.mydeposits.co.uk>. Portico Direct is a registered member of MyDeposits. The Tenant agrees that it will not be entitled to any interest earned on the Deposit.
- 6.2.** If the deposit has been paid to Portico Direct by the tenant, Portico Direct will transfer it to My Deposits as soon as reasonably possible. This is normally within 1 working day of cleared funds being received from the Tenant and in all cases within the 30 days as required by the Scheme. Once funds have been received by MyDeposits, the Deposit will be allocated to the Landlord's registered account with My Deposits.
- 6.3.** If the Deposit has been dealt with by Portico Direct, then after the conclusion of the Tenancy the Deposit that the Tenant has paid shall be returned without interest according to the terms of MyDeposits at the end of the Tenancy, howsoever determined, upon vacant possession of the Premises and return of the keys, less such sum as the Landlord shall properly deduct in respect of:
 - a) any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy;
 - b) any damage to the Premises or its Fixtures and Fittings caused by the Tenant or arising from any breach of this agreement by the Tenant 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;
 - c) any damage caused or cleaning required due to pets, animals, reptiles, birds or fish occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16);
 - d) 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 Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings;
 - e) any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;
 - f) any other breach by the Tenant of the terms of this agreement;
 - g) any unpaid accounts or charges for utilities or water charges or environmental services or other similar services or council tax or telephone charges or other monies incurred at the Premises for which the Tenant is liable;
 - h) any reasonable cost incurred to clean the Premises to the same standard as the beginning of the Tenancy;
 - i) any Default Interest payable and the charges incurred by the Landlords bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.
- 6.4.** No deductions shall be made from the deposit unless, or until the reason and amount of the deduction has been notified in writing to the Tenant. No deduction will be made from the Deposit without the written consent of both parties (including that given by electronic means of communication or facsimile).
- 6.5.** If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.
- 6.6.** The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or Portico Direct, holds the Deposit or any part of it.

At the end of the Tenancy

- 6.7.** The Landlord must tell the Tenant within 20 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

- 6.8. If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy 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.
- 6.9. The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the Deposit within 30 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property.
- 6.10. If, after 10 working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time 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 clause 6.11 below) be submitted to the Alternative Dispute Resolution service for adjudication. All parties agree to co-operate with the adjudication.
- 6.11. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.7 to 6.10 above.

Joint Tenant Consent to Adjudication

- 6.12. If there are multiple Tenants, 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 a MyDeposits Deposit Protection Scheme to deal with any dispute about the Deposit at the end of the Tenancy.

Obligations of the Tenant - The Tenant agrees to comply with and perform all of the obligations set out in Clauses 7 to 25 of this Agreement. If the Tenant breaches any of these obligations the Landlord may be entitled to deduct money from the Deposit and/or seek a court order to have the Tenant evicted from the Premises because of the breach. The Tenant agrees:

7. General

- 7.1. If this Tenancy is extended, continued or run on as a Periodic Tenancy then the Rent may be reviewed to increase annually, on the anniversary of the date of commencement of the Tenancy. The rent will not be reduced below the figure in clause 2 at any time;
- 7.2. Not allow children to live in the Premises unless specifically agreed, permission not to be unreasonably withheld;
- 7.3. That any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing;
- 7.4. To be responsible and liable for all the obligations under this Agreement as joint and several Joint Tenants if applicable, as explained in the Definitions; and
- 7.5. To provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end.
- 7.6. At the end of the Term to vacate the Premises and give vacant possession.

8. Paying Rent

- 8.1. To pay the Rent as set out in clause 2 of this Agreement whether or not it has been formally demanded. The first payment of rent shall be paid by the Tenant directly to Portico Direct. The first payment of Rent will be held by Portico Direct up to a maximum of 14 days from the beginning of the Term after which it will be paid to the Landlord with Portico Direct's fees deducted where applicable. The Tenant shall pay all future Rent to Portico Rent via the Portico website rent collection facility, or to the Landlord directly (if Portico Direct, the Landlord and the Tenant have agreed this in writing) and the Tenant will be notified in writing by the Landlord of the correct payment details to use.
- 8.2. To pay interest on any payment of Rent as set out in clause 2 of this Agreement which has not been paid within 14 days of the due date. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
- 8.3. Any person paying the Rent, or any part of it, for the Premises during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

9. Further Charges to be paid by the Tenant for the full period of the Tenancy - You have the right to ask Portico Direct questions to ensure that you understand your permitted payment obligations.

- 9.1. Unless otherwise agreed in writing with the Landlord, to pay any Council Tax (or any similar charge which replaces it) which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or where the Landlord, , has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies. Also to indemnify the Landlord (during the Tenancy) in respect of any council tax which the Landlord pays under the Act or regulations because the Tenant stops living at the Premises.
- 9.2. To pay all charges falling due for the Services used during the Tenancy and to pay such proportion of any standing charge for those Services as reflects the period of time that this Agreement was in force. This includes standing

charges and other similar charges and VAT, as well as charges for actual consumption.

- 9.3.** To pay the television licence regardless of the ownership of the television set.
- 9.4.** To pay to the Landlord all fair and reasonable costs and expenses, as damages for breach of contract, as evidenced by the Landlord, agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- a) recovering or attempting to recover any Rent or other monies in arrears, where the rent payment has been outstanding for 14 days or more from the due date; and
 - b) the enforcement of any reasonable obligation of the Tenant under this Agreement.
- 9.5.** To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

9.6. Replacement

- 9.6.1.** Any one (or more) of the occupants comprising the Tenant (but not all occupants at once) may give notice to terminate the Tenancy in accordance with this clause and shall remain liable for the Rent or other monies payable by the Tenant under this Agreement until:
- a) the occupant has given notice to the Landlord they wish to vacate (the change of occupant must take place on a Rent Due Date); and
 - b) the Tenant makes payment for, or puts right, to the Landlord's reasonable satisfaction any breach of the Tenant's obligations under the Tenancy; and
 - c) the occupant finds a replacement who is reasonably satisfactory to the Landlord whose consent shall not be unreasonably withheld ("Replacement Tenant"); and
 - d) the Tenant and the Replacement Tenant signs a deed of assignment or any relevant paperwork prior to a Rent Due Date
- 9.6.2.** For the avoidance of doubt all of the occupants comprising the Tenant cannot terminate the Tenancy at the same time in accordance with this clause. If all of the occupants want to terminate the Tenancy at the same time, they may do so only with the Landlord's written consent by entering into a deed of surrender with the Landlord at the Tenant's expense or by exercising any agreed break clause which is included within this Agreement at Schedule A.

10. The Condition of the Premises: Repair, Maintenance and Cleaning

- 10.1.** To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and good state of repair and condition throughout the Term and at the end of the Tenancy, as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. To make good all damage to the Premises which may occur during the Term and pay for the repair or replacement of the fixtures, fittings and appliances. The Tenant is not responsible for the following:
- a) fair wear and tear;
 - b) any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - c) repairs for which the Landlord has responsibility (these are set out in clause 26.3 of this Agreement) provided the Tenant has notified the Landlord of such need for repair in a timely fashion;
 - d) damage covered by the Landlord's insurance policy unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in or visit the Premises.
- 10.2.** To inform the Landlord immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement. Failure to do so will result in the Tenant having to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been notified.
- 10.3.** To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 10.4.** To clean the Premises and Fixtures and Fittings to the same standard to which they were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 10.5.** To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy.
- 10.6.** To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.7.** To routinely test the operation of all smoke alarms and replace the batteries where necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.
- 10.8.** To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, its family or its visitors.
- 10.9.** To take all reasonable precautions, including ensuring the Premises is adequately heated during periods of cold weather, to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.
- 10.10.** To replace all electric light bulbs, fluorescent tubes and fuses provided they were working at the start of the Tenancy with like for like items.

- 10.11. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord has given the Tenant written notice of those repairs; or to authorise the Landlord to have the work carried out at the Tenant's expense. You have the right to ask the Landlord questions to ensure that you understand your repairing obligations. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours' notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 10.12. To take all reasonable precautions, and with due regard to personal safety, to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 10.13. To take all reasonable precautions to prevent condensation and by keeping the Premises adequately ventilated and heated.
- 10.14. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 10.15. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the Tenant or the Tenant's family or invitees.
- 10.16. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary.
- 10.17. 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.
- 10.18. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Clause 10.

11. Insurance

- 11.1. Not to do or fail to do anything that leads to the Landlord's insurance policy for the Premises or the Fixtures and Fittings being vitiated, or increase the ordinary premium for such insurance.
- 11.2. To pay to the Landlord all reasonable sums or necessary expenses incurred by the Landlord as a result of a failure by the Tenant, the Tenant's family or invitees, to comply with clause 11.1 of this Agreement.
- 11.3. To promptly inform the Landlord of any loss or damage to the Premises or Fixtures and Fittings, upon the damage coming to the attention of the Tenant.
- 11.4. To provide the Landlord with details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 11.5. The Tenant is warned that the Landlord's policy does not cover the Tenant's possessions. The Tenant is responsible for insuring the Tenant's own belongings, furniture and furnishings in the Premises and the landlord will not accept liability for any loss or damage that may occur as a result of use within the Premises.

12. Access and Inspection

- 12.1. To allow the Landlord, any Superior Landlord and any of their professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment on not less than 24 hours written notice except in an emergency. The Tenant is only required to allow access when:
 - a) the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause;
 - b) the Landlord, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 26.3 of this Agreement);
 - c) a professional adviser has been appointed by or authorised by the Landlord, or the Superior Landlord to visit or inspect the Premises;
 - d) a safety check of the gas appliances is due to take place;
 - e) a safety check of any electrical circuits or appliances;
 - f) the Landlord wishes to inspect the Premises.
- 12.2. To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord and who is accompanying a prospective purchaser or tenant of the Premises.
- 12.3. To allow the Landlord to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.
- 12.4. The Tenant agrees that where the Premises is serviced by British Gas cover or any other company requiring direct access, the Tenant will attend all and any visit required.

13. Assignment

- 13.1. Not to assign, sublet, part with or share possession of all or part of the Premises with any other person without the Landlord's prior written consent.

13.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord has given consent.

14. Use of the Premises

14.1. To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.

14.2. To agree that the Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single-family group and the Landlord has consented to such occupiers. If the Tenant wishes to have more than 4 occupiers from more than one family group within the Premises the Tenant must obtain the Landlord's written consent. If there are more than 4 occupiers not in a single-family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as such occupation may cause the Landlord to be in breach of his statutory obligations.

14.3. Not to register a company at the address of the Premises.

14.4. Not to run a business from the Premises.

14.5. Not to use the Premises for any illegal or immoral purpose.

14.6. Not to hold or allow any sale by auction at the Premises.

14.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

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

14.9. Not to decorate or make any alterations or additions to or in the Premises without the prior written consent of the Landlord which will not be unreasonably withheld.

14.10. Not to remove the Fixtures and Fittings or any of the Landlord's contents from the Premises or to store them in any way or place them inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

14.11. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

14.12. To pay all the costs of installation, removal and repair of any damage done if consent is granted in accordance with or due to a breach of clause 14.11 above.

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

14.14. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalent.

14.15. To only hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks and to rectify any damage to the walls after the removal of same.

14.16. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

14.17. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

14.18. If there are common parts to the building, not to obstruct, keep or leave anything in them.

14.19. Not to hang clothes or other articles on any balcony or out of any window.

14.20. To comply with all statutory requirements upon the Tenant in respect of the Premises or contents. This includes (but is not limited to) not bringing onto the Premises any furniture, furnishings or personal items that do not meet the required safety standards.

15. Utilities and Council Tax - the Tenant agrees:

15.1. To notify the suppliers of the Services to the Premises (Suppliers) and the local authority that this Tenancy has started.

15.2. To apply for accounts with the Suppliers for the provision of the Services and the council tax to be put into the name(s) of the Tenant.

15.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of the Services to the Premises. This includes the installation of any pre-payment meter unless specifically agreed in writing by the Landlord.

15.4. To inform the Landlord, of any change of telephone number within a reasonable time of the Tenant being given the new number.

- 15.5. To inform the Landlord within a reasonable time of one of the Services being transferred to a new supplier and to provide the name, address and account number of the new supplier within a reasonable time of the transfer.
- 15.6. To pay any costs incurred by the Landlord in transferring the account back to the original supplier of any of the Services at the end of the Tenancy.
- 15.7. To pay to the Landlord all costs incurred in the re-connection of any of the Services (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.8. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.
- 15.9. To pay all outstanding accounts with the Suppliers and the council tax during and at the end of the Tenancy.
- 15.10. To provide to the Landlord, evidence that all charges in relation to the provision of Services at the Premises have been paid at the end of the Tenancy. In the event of the Tenant's failure to provide such evidence, the Landlord shall be entitled to deduct any outstanding charges from the Deposit in accordance with clause 6.3.
- 15.11. To permit the Landlord at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the Suppliers of the Services and to the local authority.

16. Animals and Pets

- 16.1. Not to keep any animals, reptiles, fish, or birds whether domestic or otherwise in the Premises without the prior written consent of the Landlord which may be withdrawn upon giving reasonable notice. If consent is given, the Tenant agrees to undertake a full clean, or pay for the cleaning, of the Premises with de-infestation cleaner upon termination of the tenancy.

17. Leaving the Premises Empty

- 17.1. To notify the Landlord before leaving the Premises vacant for any continuous period of **14** days or more during the Tenancy, such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Premises will be unoccupied.
- 17.2. To comply with any conditions set out in the Landlord's Policy for empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.1 of this Agreement.

18. Locks and Alarms

- 18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm or has lost their keys.
- 18.4. Not to install or change any locks in the Premises (except in an Emergency) without the prior consent of the Landlord which will not be unreasonably withheld,
- 18.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.
- 18.6. To return all keys, including any additional keys, remote controls, or security devices to the Landlord at the end of the Tenancy (whether before or after the Term of this Agreement)
- 18.7. To pay for the cost of replacement keys or other security devices that have been lost or not returned at the end of the Tenancy.

19. Garden etc (where applicable)

- 19.1. To keep the garden, window boxes and patios, if any, in the same condition and style as at the commencement of the Tenancy.
- 19.2. To keep the window boxes, borders, paths, and patios, if any, weeded.
- 19.3. To cut the grass regularly during the growing season.
- 19.4. To allow any person(s) authorised by the Landlord or his agent if applicable access to the Premises after 24 hours written notice for the purpose of attending to the garden.
- 19.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord which will not be unreasonably withheld.

20. Furniture – If the letting includes the use of furniture and effects.

- 20.1. Where requested by the Landlord, the furniture and effects shall be as specified in an inventory signed by the Tenant.
- 20.2. The Tenant will:
 - a) Not damage or remove from the Premises any furniture or effects.
 - b) Make good all damage (except fair wear and tear) and breakages to the furniture and effects which may

occur during the term.

- c) Leave the furniture and effects at the end of the Tenancy in the same position as they were at the commencement of the Term.
- d) Clean or pay for the cleaning of all carpets, curtains and any other parts of the Premises or contents included in the letting which may have been soiled during the Tenancy.
- e) To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

21. Cars and Parking (where applicable)

- 21.1.** To park private vehicle(s) only at the Premises.
- 21.2.** To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
- 21.3.** To park in the garage or the driveway to the Premises if applicable.
- 21.4.** To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or invitees.
- 21.5.** To remove all vehicles belonging to the Tenant, his family or invitees at the end of the Tenancy.
- 21.6.** Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

22. Refuse

- 22.1.** To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- 22.2.** To place all refuse in a plastic bin liner and put it in the designated dustbin or receptacle made available which should be kept in the area provided.
- 22.3.** To dispose of all refuse through the services provided by the local authority and if necessary, on refuse collection day to move the dustbins to the collection point as required by the local authority.
- 22.4.** To keep the exterior free of rubbish.

23. Notices affecting the Premises

- 23.1.** To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or his agent within 5 days of receipt of any notice, order, or proposal.
- 23.2.** To forward all correspondence addressed to the Landlord at the Premises to the Landlord within 5 days of receipt.

24. Inventory and Checkout

- 24.1.** To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 7 days of receipt with any written amendments or notes.
- 24.2.** To agree that the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the Tenant does not sign and return a copy of these documents with any amendments or alterations referred to in clause 24.1 above to the Landlord within the 7 day period.
- 24.3.** To allow access for the checking of the Inventory and Schedule of Condition against the condition of the Premises and the Fixtures and Fittings at the termination or sooner ending of the Tenancy following receipt of 24 hours written notice from the Landlord.
- 24.4.** To accept that if either the Tenant or his agent does not attend an appointment with an inventory clerk for the purposes of complying a check out report at the end of the tenancy, a check out report will be prepared by the inventory clerk anyway.

25. Superior Lease

- 25.1.** To comply with the obligations of any Superior Lease, which can be provided upon request.

Obligations of the Landlord – The following clauses set out what can be expected from the Landlord during the tenancy. If anyone of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or to ask a court to make the Landlord fulfil their obligations.

Quiet Enjoyment

- 26.1.** To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord except where notice has been given by the Landlord which the Tenant has accepted.

Consents

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

Statutory Repairing Obligations

- 26.3.** To comply with the Landlords statutory repairing obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the HA 1988). These sections impose on the Landlord obligations to repair and keep in proper working order:
- a) the structure of the Premises and exterior (including drains, gutters and pipes);
 - b) the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity; and
 - c) space heating and water heating

This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

- 26.4.** To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 26.3 above.

Insurance

- 26.5.** To insure the buildings and Landlord's contents of the Premises under a general household policy with a reputable insurer. For the avoidance of doubt such insurance shall not cover the Tenant's contents.
- 26.6.** To provide a copy of the relevant insurance certificate and policy to the Tenant on request.

Other Repairs

- 26.7.** To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, the Tenant's family or invitees.

Safety Regulations

- 26.8.** To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989, 1993 and 2010).
- 26.9.** To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the gas safety check record is given to the Tenant at the start of the Tenancy.
- 26.10.** To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 2016, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 26.11.** To ensure that any electrician carrying out electrical work at the Premises is a member of a scheme approved by The Department for Communities and Local Government.

Superior Lease

- 26.12.** To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 26.13.** To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 26.14.** To provide a copy of the relevant sections of the Superior Lease to the Tenant at the start of the Tenancy.
- 26.15.** To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 26.16.** To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Inventory and Check In and Check Out

- 26.17.** To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 26.18.** To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
- 26.19.** To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy.

Possessions and Refuse

- 26.20.** To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Interrupting or Ending this Agreement - It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

- 27.1.** If at any time:

- a) the Rent, or any part of it which has not been paid within 14 days of the due date, whether formally demanded or not; or
- b) any agreement or obligation of the Tenant is not complied with; or
- c) any of the grounds set out in Schedule 2 of the HA 1988 (as amended) being grounds 2, 5, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see clause 30.8);

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

Early Termination

- 27.2.** If the Tenant vacates the Premises during the Term apart from in accordance with any agreed break clause which is included within the Agreement at Schedule A, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the expiration of the Term.

Removal of Goods

- 27.3.** The Tenant will be responsible for meeting all reasonable removal and/or storage charges: when small items are left in the Premises which can be easily moved and stored and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant that items have not been cleared and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified then the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal, the costs of which may be deducted from any sale proceeds of the items or the Deposit. If there are any remaining costs after the above deductions have been made, they will remain the liability of the Tenant.
- 27.4.** The Tenant will remain liable for Rent and other monies under this Agreement when: he has failed to return vacant possession to the Landlord, the Premises are left full of furniture, or other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord removes, stores, or disposes of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds of the items or the Deposit. If there are any remaining costs after the above deductions have been made, they will remain the liability of the Tenant.

28. Interruptions to the Tenancy

- 28.1.** If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, the Tenant's family or invitees until: the Premises are reinstated and rendered habitable; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 28.2.** If the Premises are not made habitable within one month of the damage referred to in Clause 28.1 or the insurer does not pay the costs of re-housing the Tenant, either party may terminate this Agreement by giving immediate written notice to the other party.

29. Data Protection Act 2018

- 29.1.** It is acknowledged and agreed by the Tenant and the Landlord, who by signing this agreement give their explicit consent in this regard, that the personal information of both the Landlord and the Tenant will be retained by Portico Direct as a controller and may be used for: administrative purposes as necessary for the performance of this Agreement; to enable Portico Direct to comply with any of its legal obligations; and for the purposes of the legitimate interests of Portico Direct; that present and future addresses and contact details of the parties may be provided to each other, to utility suppliers, the local authority, contractors, any credit agencies, reference agencies, legal advisers, any other interested third party and for debt collection; given to HM Revenue & Customs or any person investigating a crime; and may be retained by Portico Direct for marketing purposes.

30. Notices

- 30.1.** The Landlord hereby notifies the Tenant in accordance with sections 47 and 48 of the Landlord and Tenant Act

1987 that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is the address set out on the first page of the agreement or any other address notified by the Landlord to the Tenant in writing.

- 30.2.** If the Tenant intends to vacate at the end of the fixed Term, or at any later date, he must give the Landlord at least two months' notice in writing. The two-month Notice period must commence on a Rent Due Date.
- 30.3.** While the Tenancy is periodic, two months' notice must be served on a Rent Due Date.
- 30.4.** The Tenant shall as soon as reasonably practicable, deliver or post on to the address referred to in clause 30.1, any notice or other communication which is delivered or posted to the Premises.
- 30.5.** The provisions for the service of notices are that if the Landlord delivers by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next Business Day; or if any documents or Notices are sent by special, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two Business Days later.
- 30.6.** The provisions for the service of notices are that if the Tenant delivers by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in Clause 30.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next Business Day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 30.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 30.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two Business Days later.
- 30.7.** The Landlord and the Tenant agree that notice may be served on the other party by email. The email addresses for the notices are:

Landlord: [Landlord notice email]

Tenant: [Tenant notice email]

- 30.8.** The Landlord hereby notifies the Tenant in accordance with the Housing Act 1988 that the Landlord can recover possession from the Tenant on the following grounds, during the fixed Term:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Premises, normally lives there and that his lender may have a power of sale of the Premises if the Landlord does not make his mortgage payments for the Premises;

Ground 5: the dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and—

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

Ground 8: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy agreement;

Ground 13: the condition of the Premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Premises;

Ground 14: the Tenant or someone living or visiting the Premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Premises has been convicted of using the Premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Premises;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Premises;

Ground 17: the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either

the Tenant or a person acting at the Tenant's instigation.

31. Stamp Duty Land Tax

- 31.1.** The parties certify that there is no other agreement for a long-term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 31.2.** The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax (where applicable) for the Agreement given to him and signed by the other party if the Rent exceeds the current Stamp Duty Land Tax threshold set by HM Revenue & Customs.

32. Special Clauses

- 32.1.** The clauses shown at Schedule A (if any) form part of this Agreement.

33. The Guarantor

- 33.1.** In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor hereby agrees to fully cover and compensate the Landlord for any loss, damage costs or other expenses arising directly or indirectly out of any breach of this tenancy or any extension or continuation of the tenancy including any rental increase agreed between the Landlord and the Tenant.
- 33.2.** This Guarantee is irrevocable and shall continue beyond the Guarantors death or bankruptcy throughout the period that the Premises is occupied by the Tenant and is not limited to the term specified in the agreement.
- 33.3.** If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement and the Tenant is declared bankrupt and the Tenant's Trustee in bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- 33.4.** It is hereby agreed that the Guarantors liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 34.1. "Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 34.2. "Default Interest"** means any interest payable by the Tenant calculated in accordance with Clause 8.2 of this Agreement.
- 34.3. "Deposit"** is the money held by the Deposit Holder in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 34.4. "Deposit Holder"** in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement.
- 34.5. "Emergency"** means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
- 34.6. "Fixtures and Fittings"** includes references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings located in the Premises.
- 34.7. "Guarantor"** is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 34.8. "Superior Lease"** sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Superior Lease will bind the Tenant if he has prior knowledge of those promises.
- 34.9. "Inventory and Schedule of Condition"** is the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 34.10. "Joint and several"** means that when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of

the Tenancy until all debt is paid in full.

- 34.11. "Joint Tenancy" and "Joint Tenants"** means a Tenancy with two or more Tenants, each of whom is jointly and severally liable for the performance of the obligations in, and the discharge of liabilities under or in connection with a Tenancy.
- 34.12. "Landlord(s)"** include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- 34.13. "Notice Period"** is the amount of notice that the Landlord and Tenant must give to each other.
- 34.14. "Premises"** includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
- 34.15. "Policy"** means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings
- 34.16. "Relevant Person"** in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 34.17. "Services"** means gas, water, sewerage, electricity, other fuels, telephone, internet and communications services consumed on or supplied to the Premises during the Term.
- 34.18. "Stakeholder"** means that deductions can only be made by the Landlord from the Deposit at the end of the Tenancy with the written consent of both parties.
- 34.19. "Stamp Duty Land Tax"** is the tax payable (if applicable) to the HM Revenue and Customs on the signing of this Agreement by the Tenant, if the Rent exceeds the current Stamp Duty Land Tax threshold set by HM Revenue & Customs. Further information can be obtained from HM Revenue and Customs website on <https://www.gov.uk/stamp-duty-land-tax/residential-property-rates>.
- 34.20. "Superior Landlord"** means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 34.21. "Tenant"** includes anyone entitled to possession of the Premises under this Agreement.
- 34.22. "Term" or "Tenancy"** means the period set out in clause 1 of this Agreement includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 34.23. "Water charges"** include references to water sewerage and environmental service charges.
- 34.24.** The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 34.25.** References to the singular include the plural and references to the masculine include the feminine.
- 34.26.** The parties intend that no clause of this Agreement may be enforced by any third party, other than Portico Direct as the Landlords agent pursuant to the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE A

Break Clause

1. The Landlord may bring the Tenancy to an end at six, twelve or eighteen months of the fixed term by giving to the Tenant at least two months written notice stating that the Landlord requires possession of the Premises. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
2. The Tenant may bring the Tenancy to an end at six, twelve or eighteen months of the fixed term by giving the Landlord at least two months written notice stating he wishes to vacate the Premises. The notice must expire at the end of the rental period being the date before a Rent Due Date.

SAMPLE

Signatures to the Agreement

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

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

SIGNED

SIGNED

SIGNED

SAMPLE