

TENANCY AGREEMENT

For letting a Furnished dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 (As amended 1996) and the provisions for recovery of possession by the Landlord in section 21 of the Act apply accordingly.

PARTICULARS:

Date: 3rd August 2018

Agent's Name & Address:

CJ Gloucester Rd Ltd T/A CJ Hole Estate Agents of 92 Gloucester Road, Bishopston, Bristol, BS7 8BN

Landlord's Name & Address:

Edward Jocelyn Davis & Beth Rachael Davis of [REDACTED]

Tenant's Names & Addresses:

Guarantor's Names & Addresses:

Property Address: 558 Filton Avenue, Filton, Bristol, BS7 0QG
(Excluding Garage and Parking)

Fixed Term for a Period of: 12 Months

From and including: 3rd August 2018 to and including 2nd August 2019

Rent: £2250.00 per month clear of all deductions for the Term payable in advance on the 3rd of the month. The initial rent is payable to the Agent for the Landlord and thereafter rents are payable by one standing order to the Agent.

Tenancy Bond: £3115.38 to be paid to the Landlord on the signing of this Agreement and thereafter to be transferred by the Landlord to the Deposit Protection Service.

The Landlord agrees to let and the Tenant agrees to take the Property for the Term and at the Rent stated in the Particulars.

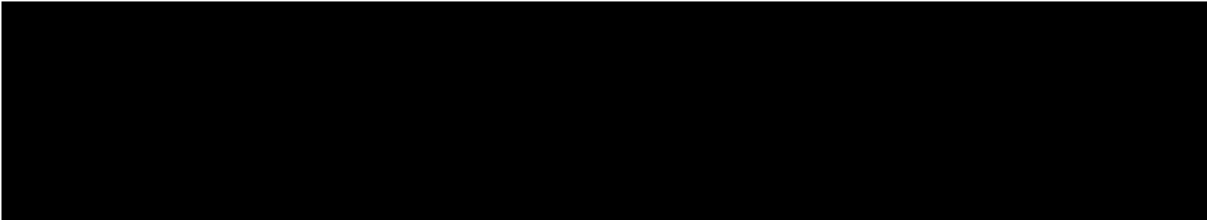
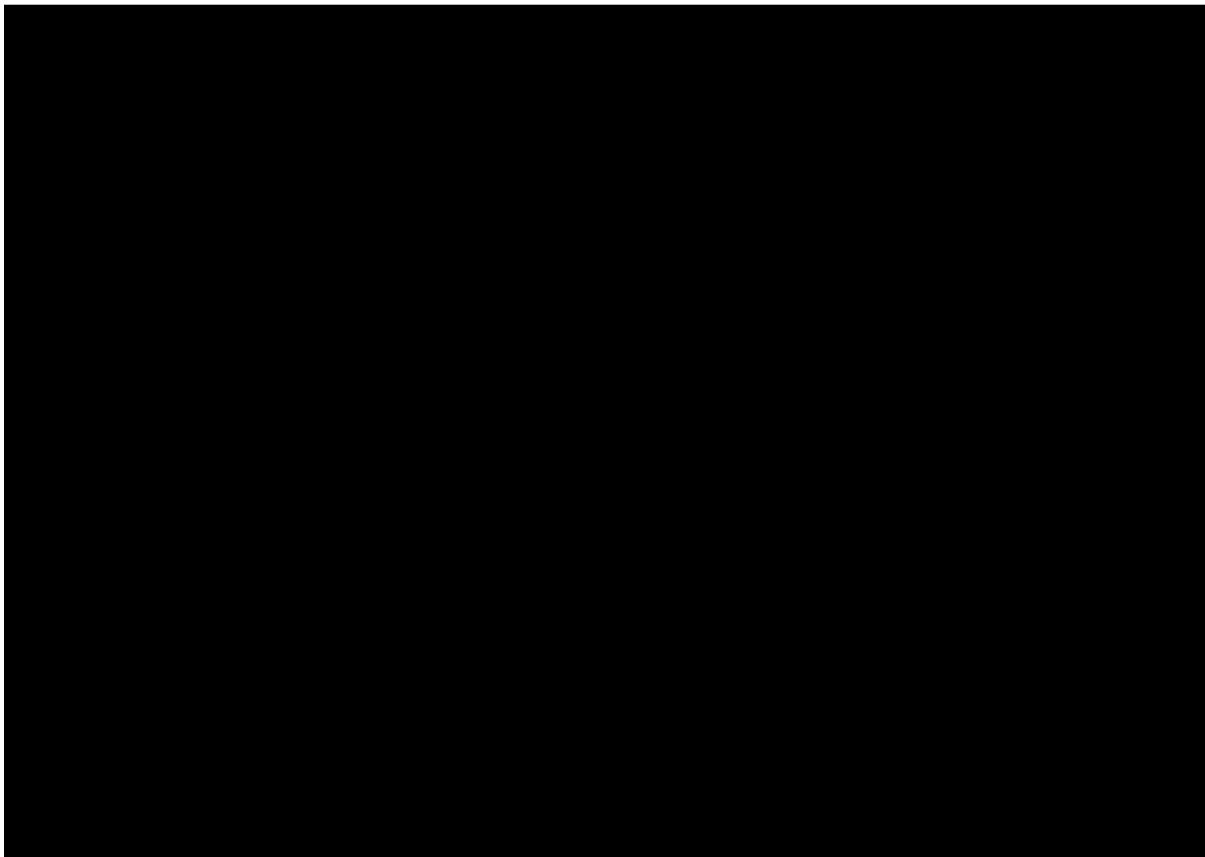
1. Notice of Address

For the purpose of Section 48 of the Landlord and Tenant Act 1987 the address at which any Notices (including Notices in any proceedings) may be served on the Landlord by the Tenant, is **92 Gloucester Road, Bishopston, Bristol, BS7 8BN** until the Tenant is notified in writing to the contrary.

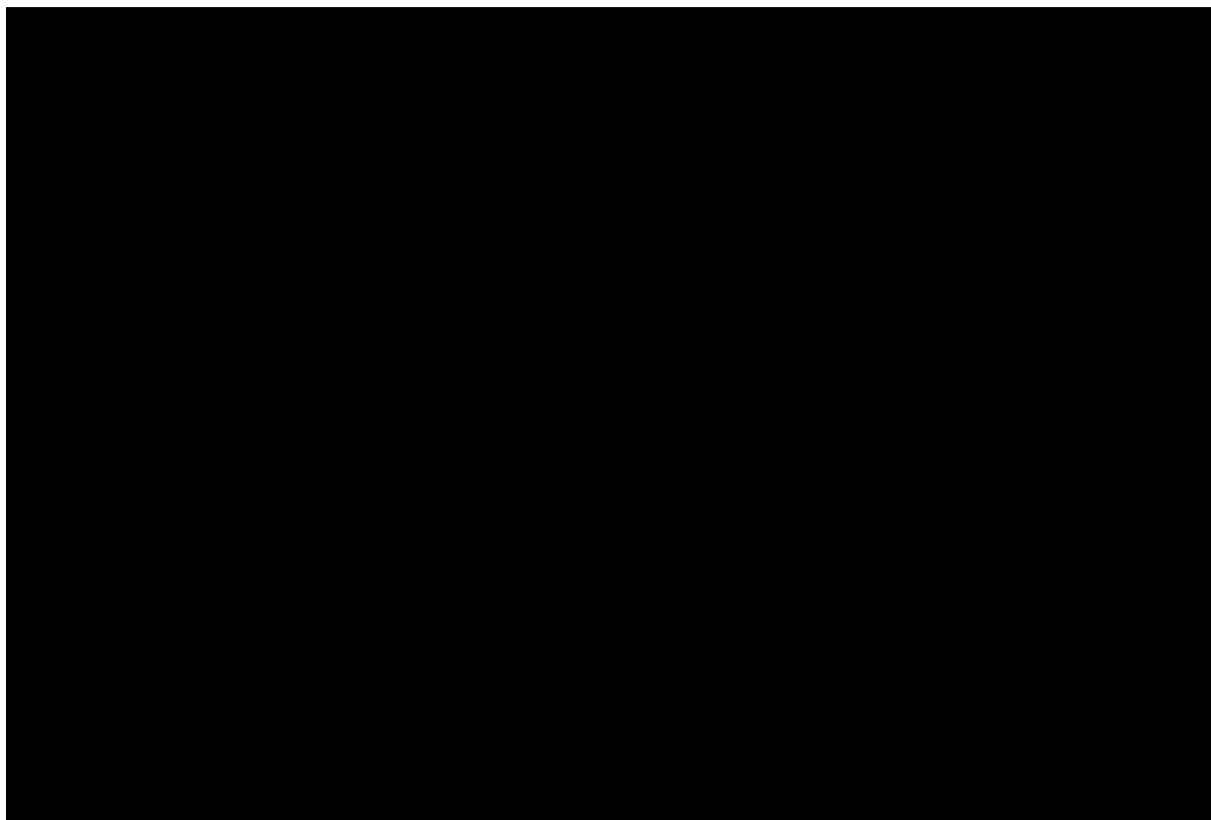
The terms and conditions printed in this Agreement apply to this letting. It sets out the promises the Tenant and the Landlord are making to each other. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed 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. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice from the Citizens Advice Bureau (CAB) or a solicitor before signing.

When consent is given by the Landlord or the Agent to the Tenant to carry out any action under this Agreement the Tenant is strongly advised to obtain that consent in writing.

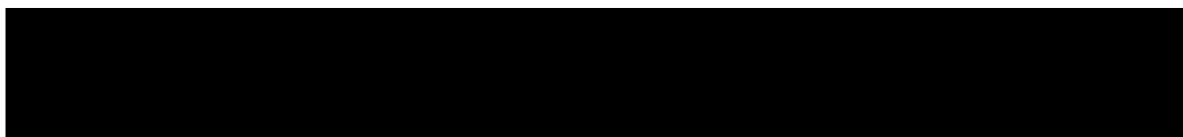
Signed by the Tenants



Signed by the Guarantors



Signed for the Landlord



TERMS AND CONDITIONS

2. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 2.1. "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 2.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.
- 2.3. "Joint and several" means that when the Tenant consists of more than one person, they will each be responsible for complying with the Tenant's obligations including payment of rent 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.
- 2.4. "Guarantor" means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 2.5. "Agent" means CJ Gloucester Road Ltd T/A CJ Hole Estate Agents of 108 Henleaze Road, Henleaze, Bristol, BS9 4JZ or anyone who subsequently takes over the rights and obligations of the Agent.
- 2.6. "Property" means and 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 Property includes the use of common access ways and facilities.
- 2.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- 2.8. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 2.9. "Term" or "Tenancy" means and includes the initial Term and any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 2.10. "Tenancy Bond" means the money held by the Agent as Stakeholder during the Tenancy or by the Landlord as indicated in this Agreement in case the Tenant should fail to comply with the terms of this Agreement.
- 2.11. "Stakeholder" means that if the Agent holds the Bond deductions can only be made from the Bond at the end of the Tenancy with the written consent of both parties.
- 2.12. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 2.13. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 2.14. "Water charges" means and includes references to water sewerage and environmental service charges.
- 2.15. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 2.16. "Head Lease" means the document which sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 2.17. "DPS" means the Deposit Protection Service whose details are shown in the Prescribed Information
- 2.18. References to the singular include the plural and references to the masculine include the feminine.
- 2.19. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 2.20. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

2.21. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

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

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 Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property 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 Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

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

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.

3. Tenancy Bond

3.1. The Tenant shall pay the Tenancy Bond specified in the Particulars to the Landlord who will register and remit it to the Deposit Protection Service ("DPS") within thirty days of the commencement of the Tenancy or receipt of the Bond whichever is the earlier. The Tenant should contact DPS after the thirty days to check the Bond has been lodged and registered with DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Bond including the repayment process can be found on the website of DPS. The website address is <http://www.depositprotection.com/>. For further information on Tenancy Deposit Protection in general the Tenant can click on the website <http://www.communities.gov.uk/tenancy>.

3.2. The Tenancy Bond money, where held by DPS will be held in a designated account with interest payable to the Tenant at base rate minus 2.32% by DPS if base rate exceeds that sum.

3.3. At the end of the Tenancy the Landlord and Tenant must agree the amount of the Bond which will be used for the following:

3.3.1. any damage to the Property and Fixtures and Fittings caused by the Tenant;

3.3.2. any damage arising from any breach of the obligations of the Tenant under this Agreement by the Tenant;

3.3.3. any damage caused or cleaning required as a result of any pets occupying the Property either with or without the consent of the Landlord;

3.3.4. any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local housing Allowance has been paid direct to the Landlord, or the Agent, by the local authority;

- 3.3.5. any other breach by the Tenant of the terms of this Agreement;
 - 3.3.6. any costs due to the Landlord by the Tenant due to breach of the Tenancy or the Tenant vacating early apart from according to a contractual break clause;
 - 3.3.7. any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - 3.3.8. any unpaid account or charge for water including sewerage and environmental charges, electricity, gas, other fuels or telephone used by the Tenant in the Property;
 - 3.3.9. any unpaid council tax.
- 3.4. Within thirty days of the formal end or earlier termination of this Agreement, the Landlord and the Tenant shall request the Agent to complete the forms requiring DPS to return the whole or the agreed part of the Bond except in case of dispute subject to any deductions made under the Agreement.
- 3.5. If a dispute arises DPS will retain the whole or the part of the Bond in dispute until a decision is made by the adjudicator under the Alternative Dispute Resolution or an order is received from the county court.
- 3.6. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Tenancy Bond exceeds the amount held, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 3.7. 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 grounds that the Landlord, or the Agent, holds the Tenancy Bond or any part of it.
- 3.8. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 3.4 and 3.5 above.

4. Tenant's Obligations

The Tenant agrees to observe and perform the following obligations:

5. General

- 5.1. 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.
- 5.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.

6. Rent

- 6.1. To pay the Rent as set out in the Particulars of this Agreement whether or not it has been formally demanded.
- 6.2. To pay interest on any payment of Rent not made as set out in the Particulars of this Agreement. 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.
- 6.3. To pay the Landlord, or Agent, a 'Late Rent Fee' of £30 each time a written formal rent demand is issued when rent is not received in line with the terms agreed under this Agreement. (A written formal demand will be sent every seven days until the commencement of legal proceedings).

7. The Property, Fixtures and Fittings

7.1. To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- 7.1.1. fair wear and tear;
- 7.1.2. 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 or otherwise use the Property;

- 7.1.3. repairs for which the Landlord has responsibility;
- 7.1.4. damage covered by the Landlord's insurance policy.
- 7.2. To inform the Landlord, or the Agent, as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Property.
- 7.3. Not to bring in additional furniture to the Property if the Property is furnished without the consent of the Landlord which will not be unreasonably withheld.
- 7.4. To keep the Property and Fixtures and Fittings in a reasonably clean and tidy condition.
- 7.5. To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings including all carpets, curtains, bed-linen, blankets and quilts (if applicable) at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 7.6. To clean the inside and outside of the windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 7.7. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 7.8. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 7.9. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 7.10. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 7.11. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 7.12. To replace all electric light bulbs, fluorescent tubes and fuses as and when necessary.
- 7.13. 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 or the Agent has given the Tenant written notice of those repairs; or to give authority to the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (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.
- 7.14. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 7.15. 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 Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 7.16. Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 7.17. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property 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.
- 7.18. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 7.19. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- 7.20. 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.

- 7.21. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 7.22. To pay all the costs of installation, removal and repair of any damage done by a breach of clause 7.21 above or if consent had been given by the Landlord or the Agent.
- 7.23. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use.
- 7.24. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 7.25. To remove or pay for the removal of all refuse and rubbish from the Property, during and at the end of the Tenancy and dispose of it through the services provided by the Local Authority.
- 7.26. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 7.27. Not to carry out any repairs to the property except in an emergency.
- 7.28. To take all reasonable steps to prevent the infestation of the interior of the Property during the tenancy and to pay for the eradication of any infestation caused by the negligence, action or omission of the tenant or his visitors.
- 7.29. To take all reasonable steps to prevent the infestation of the garden (if any) or exterior of the Property during the tenancy and to pay for the eradication of any infestation howsoever arising.

8. Use of the Property

- 8.1. To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- 8.2. The Property is let on the condition that it is occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than four occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as he may be in breach of his statutory obligations under the Housing Act 2004.
- 8.3. Not to register a company at the address of the Property.
- 8.4. Not to run a business from the Property.
- 8.5. Not to use the Property for any illegal purpose.
- 8.6. Not to hold or allow any sale by auction at the Property.
- 8.7. Not to use or consume or allow to be used or consumed any drugs or any other substance which are, or become, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 8.8. Not to use the Property or allow others to use the Property 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.
- 8.9. To park private vehicle(s) only at the Property.
- 8.10. To park in the space allocated to the Property, if the Tenant is allocated a car parking space.
- 8.11. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior consent, which will not be unreasonably withheld. To avoid doubt between the parties if the Landlord gives consent to assignment of the Tenancy the Tenant will pay the legal costs of both the Landlord and the Tenant for the assignment.
- 8.12. 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 or children to occupy or reside in the Property unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.
- 8.13. Not to obstruct or block or place any item in the common stairway and entrance hall to the building of which the Property forms part.

- 8.14. Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 8.15. To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant for any period of seven days or more.
- 8.16. To vacate the Property within normal office hours at a time agreed with the Landlord or the Agent.
- 8.17. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.
- 8.18. To provide a copy of the final account for the water rates including sewerage and environmental services to the Landlord or the Agent together with proof of payment.

9. Insurance

- 9.1. Not to do or fail to do anything that means the policy on the Property, or Fixtures and Fittings does not cover all or any part of the losses otherwise covered by the Policy, provided a copy of the Policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 9.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.
- 9.3. To inform and provide details of any loss or damage to the Property or Fixtures and Fittings, to the Landlord or the Agent promptly when the damage comes to the attention of the Tenant.

10. Access

- 10.1. To allow the Landlord, the Agent, or any Superior Landlord to enter the Property with or without workmen and with all necessary equipment.
- 10.2. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice.
- 10.3. The Tenant is only required to allow access when:
- 10.3.1. the Tenant has not complied with a written notice given under this Agreement and the Landlord or the Agent wishes to enter the Property to carry out works under clause 7.13;
- 10.3.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
- 10.3.3. the safety check of the gas appliances is due to take place;
- 10.3.4. the Landlord is required to carry out any obligation imposed on the Landlord under any Head Lease (if applicable);
- 10.3.5. the Landlord is required to carry out any repairs or other works to any adjoining or neighbouring premises or to the structure or exterior of the building of which the Property forms part and the drains, conduits and other service media servicing the Property or the building;
- 10.3.6. the Landlord or the Agent wishes to visit the Property to check for lack of repair;
- 10.3.7. the Agent wishes to make a periodic visit to the Property to comply with his contract with the Landlord.
- 10.4. To allow the Property 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 or the Agent and who is accompanying a prospective purchaser of or tenant for the Property.
- 10.5. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property, during the last seven months' of the Tenancy.

11. Utilities and Council Tax

- 11.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that this Tenancy has started.
- 11.2. To apply for the accounts for the provision of those services to be put into the name of the Tenant.
- 11.3. Not to tamper, interfere with, alter, or add to, the installations or meters for the supply of the services to the Property.
- 11.4. Not to install any pre-payment meter without the consent of the Landlord.
- 11.5. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 11.6. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier and no later than the end of the Tenancy.
- 11.7. To provide the name, address and account number of the new supplier within a reasonable time of transfer and no later than the end of the Tenancy.
- 11.8. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 11.9. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 11.9.1. or by anything done or not done by the Tenant.
- 11.10. To pay the Council Tax or any similar charge or tax which replaces it for the Property either directly to the Council, or by paying that sum to the Landlord, or the Agent, when the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for the money.
- 11.11. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services for the period of time that this Agreement is in force or for any extension of the Agreement whether fixed term or statutory periodic:
 - 11.11.1. gas;
 - 11.11.2. water including sewerage and other environmental services;
 - 11.11.3. electricity;
 - 11.11.4. any other fuel charges;
 - 11.11.5. telecommunications.
- 11.12. To fill the oil tank at the end of the Tenancy to full capacity provided the oil tank was full at the beginning of the Tenancy and proof of such has been provided to the Tenant.
- 11.13. Not to allow the oil tank to run dry and to pay for the bleeding of the heating system if the Tenant is in breach of this clause.
- 11.14. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end or earlier termination of the Tenancy and the departure of the Tenant from the Property.
- 11.15. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 11.16. To pay the television licence regardless of the ownership of the television set.

12. Garden

- 12.1. To keep the garden in the same condition and style as at the commencement of the Tenancy.
- 12.2. To keep the borders, paths, and patios, if any, weeded.
- 12.3. To cut the grass regularly during the growing season.
- 12.4. To allow any person, who has been given authority by the Landlord or the Agent if applicable, access to the Property for the purpose of attending to the garden.

12.5. 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 or the Agent which will not be unreasonably withheld.

12.6. To avoid any doubt between the parties the Tenant will not be under any obligation to pay for or to replace any house plant or any annual plants that have been left on or in the Property, if the houseplant or annual plants die.

13. Animals and Pets

13.1. Not to keep any animals or birds (whether domestic or otherwise) in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld but which may be withdrawn upon giving reasonable notice.

14. Locks and Alarms

14.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.

14.2. To set the burglar alarm (if applicable) when the Property is vacant.

14.3. 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.

14.4. Except in an emergency not to install or change any locks in the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld.

14.5. Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent of the number of additional keys cut.

14.6. To return all keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy whether before or after the Term of this Agreement.

14.7. To pay for the cost of replacement remote controls, or other security devices that have been lost or not returned at the end of the Tenancy.

15. Notices

15.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord promptly upon any notice, order, or proposal coming to the attention of the Tenant.

15.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord promptly upon any correspondence coming to the attention of the Tenant.

16. Inventory and Checkout

16.1. 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 the Commencement Date with any written amendments or notes.

16.2. To agree that if 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 Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations is not returned to the Landlord or the Agent.

16.3. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

17. Head Lease

17.1. To comply with the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement at Schedule A

18. Leaving the Property Empty

18.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of 28 days or more during the Tenancy.

18.2. To comply with any conditions set out in the Landlord's Policy relating to empty Property, 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 or the Agent has been or should have been notified of the absence under this Agreement.

19. Further Charges to be paid by the Tenant

19.1. To pay to the Landlord, or Agent, all reasonable costs and expenses, as agreed by the Landlord or awarded by the Court, incurred by the Landlord in:

19.1.1. recovering or attempting to recover any Rent or other monies in arrears;

19.1.2. the enforcement of any reasonable obligation of the Tenant under this Agreement;

19.1.3. the service of any Notice relating to any major breach of this Agreement including any Notice served for a breach of the Superior Lease whether or not court proceedings are brought.;

19.1.4. any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause.

19.2. To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

19.3. To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed first appointment.

19.4. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, or his visitors.

19.5. To pay the Rent and any other monies payable under this Agreement until the Term expires or the Property are re-let whichever is earlier, if the Tenancy Agreement is terminated before the end of the stated period by the Tenant unless it is according to a break clause contained in the Tenancy Agreement

19.6. To pay to the Landlords Agent the Landlords re-letting costs of £660 if the Tenancy Agreement is terminated before the end of the stated period by the Tenant (unless it is according to a break clause contained within the Tenancy Agreement).

19.7. To pay to the Landlords Agent, a fee of £420 on each occasion there is a change of Tenant during the Tenancy. (A change of Tenant is subject to the consent of the Landlord which will not be unreasonably withheld).

19.8. To pay to the Landlords Agent, a fee of £60 on each occasion there is a variation of Tenancy terms initiated by the Tenant. (A variation of Tenancy terms is subject to the consent of the Landlord which will not be unreasonably withheld).

19.9. To pay to the Landlords Agent, a fee of £90 per tenant to renew the tenancy agreement at the end of the current fixed tenancy term should terms for a new fixed term tenancy be mutually agreed.

19.10. To pay to the landlords agent a fee of £12 for any duplicate key required by the tenant.

19.11. To pay to the landlords agent a fee of £30 should the tenant be locked out during office hours and require the help of the agent for access.

19.12. To pay to the landlord's agent a minimum fee of £42 should the tenant be locked out of the property outside of office hours and require the help of the agent for access. This fee might be higher dependent on the contractor's charges during these hours.

20. Removal of Goods

20.1. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

20.2. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.

20.3. To pay all reasonable removal and storage charges when the following circumstances arise:

20.3.1. small items are left in the Property which the Landlord chooses to remove from the Property and store them for a maximum of one month.

20.3.2. charges will only be incurred after the Landlord or the Agent has given the Tenant written notice that items have not been cleared; addressed to the Tenant at the forwarding address of the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant;

20.3.3. the Tenant has failed to collect the items promptly thereafter.

20.4. Items not collected within one month of notification by the Landlord will be sold and the Tenant will be liable for all reasonable costs of sale; the costs of which may be deducted from any sale proceeds or the Tenancy Bond.

20.5. Any remaining costs after the above deductions have been made will remain the liability of the Tenant.

20.6. To pay Rent and any other costs and charges under this Agreement when the following circumstances arise:

20.6.1. the Property is left full of furniture, or a large amount of other bulky and heavy items belonging to the Tenant;

20.6.2. the furniture and items prevent the Landlord residing in, re-letting, selling, or making any other use of the Property until they are removed.

20.7. The Landlord or the Agent may remove, store or sell the furniture or items after giving the Tenant at least 14 days written notice that the furniture or items are considered to be abandoned, 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.

20.8. All reasonable sale, removal and or storage charges incurred will be the responsibility of the Tenant.

20.9. Sale costs may be deducted from any sale proceeds or the Tenancy Bond. Any remaining costs of the Landlord or any other third party who has an interest in the goods after the above deductions have been made will remain the liability of the Tenant.

21. Smoking

21.1. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's or the Agent's prior consent.

21.2. If in breach of clause 21.1 above the Tenant, his family or visitors smoke in the Property the Tenant will pay for the cleaning of the carpets and curtains, the washing down of walls and any re-decoration required to rid the Property of the smoking related odours and/or stains.

22. Right to remain in the UK

22.1. By entering into this tenancy, the tenant and/or permitted occupant confirm that they have provided original versions of acceptable UK residency documents in person, and all according to the requirements of the Immigration Act 2014, to the landlord or the agent (whoever has assumed the responsibility of carrying out these checks).

22.2. If the tenant or permitted occupant has a time limited right to remain in the UK they also hereby agree to comply with any follow up checks requested by the landlord or the agent and required by the Immigration Act 2014.

Landlord's Obligations

The Landlord agrees with the Tenant as follows:-

23. Quiet Enjoyment

23.1. To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

24. Consents

24.1. That all necessary consents have been obtained to enable the Landlord to enter this Agreement from any Superior Landlords, lenders, mortgagees, insurers, or others.

25. Statutory Repairing Obligations

25.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985. These sections impose on the Landlord obligations as follows:

25.1.1. to repair the structure of the Property and exterior including drains, gutters pipes and down-pipes;

25.1.2. certain installations for the supply of water, electricity and gas;

25.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;

25.1.4. space heating and water heating;

25.1.5. but not other fixtures, fittings, and appliances for making use of the supply of water and electricity.

These obligations arise only after notice has been given to the Landlord by the Tenant of need of repair.

26. Insurance

26.1. To insure the Property and the Fixtures and Fittings under general household policies for both buildings and contents with a reputable insurer.

26.2. To provide copies of any relevant special terms contained in the Schedules of the Policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

27. Other Repairs

27.1. 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, his family or visitors.

27.2. To pay for the eradication of any infestation of the Property during the tenancy caused by any structural defect or disrepair at the property.

28. Safety Regulations

28.1. All the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

28.2. All gas installations, pipe-work and appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.

28.3. All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

28.4. All electrical work that has been or will be done at the Property since January 1 2005 has been or will be carried out by an electrician who is a member of an approved scheme under the Part P Building Regulations 2005.

28.5. To install a carbon monoxide detector in any room with a solid fuel appliance in the premises, to ensure that it is operational on the start date of the tenancy and maintained throughout the tenancy. The tenant is responsible for changing batteries as necessary during the tenancy.

28.6. If there is no mains smoke alarm system at the premises, to install a battery operated smoke alarm on each storey within the premises, to ensure that it is operational on the start date of the tenancy and maintain throughout the tenancy. The tenant is responsible for changing batteries as necessary during the tenancy.

28.7. That the risk of exposure to legionnaire's disease in the premises is properly controlled. If a risk is identified, appropriate steps must be taken to remove or minimise the risk and the tenant must be kept informed.

29. Head Lease

29.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.

29.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

30. Other Taxes and Payments

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

30.2. 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.

31. Possessions and Refuse

31.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy except for those items listed in the Inventory and Schedule of Condition.

32. Interruptions to the Tenancy

32.1. To return to the Tenant the Rent or a proportion of it if the Property or part of it is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, unless the destruction or damage is due to the negligence or misuse of the Tenant, his family or his visitors;

32.2. To agree that the whole of or a proportion of the Rent will cease to be payable until the Property or the part of it is reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors.

32.3. If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

33. If at any time:

33.1. The Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

33.2. If any major promise or obligation of the Tenant is not complied with; or

33.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are not complied with (see Definitions);

The Landlord may give written Notice to the Tenant that the Landlord intends to seek possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property after the County Court Bailiff has evicted the Tenant. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have for the Tenant's obligations under this Agreement.

34. Outstanding Breaches of the Tenancy Agreement

34.1. The receipt of Rent by the Landlord will not be deemed to be a waiver of any breach of the obligations or provisions of the Tenancy Agreement by the Tenant.

35. Data Protection Act 2018

35.1. Personal information of both the Landlord and the Tenant will be retained by the Agent both electronically and in paper files during the Tenancy;

35.2. Present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies, reference agencies, legal advisers and for debt collection.

36. Service of Notices

36.1. If the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 5pm 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 working day which excludes Saturdays Sundays and Bank Holidays;

36.2. If any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained;

36.3. If the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property 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 working days later, which excludes Saturdays, Sundays and Bank Holidays.

36.4. If the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified 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 working day which excludes Saturdays Sundays and Bank Holidays.

36.5. If any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 1 above the documents will be deemed delivered upon proof of delivery being obtained.

36.6. If the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address [REDACTED] evidence is kept of the

delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

37. Notice in a Periodic Tenancy

37.1. If at the end of the fixed Term the Tenancy continues as a statutory periodic shorthold tenancy the Landlord and Tenant agree that the Landlord can end the Tenancy by giving the Tenant a minimum of two months' notice by serving a Section 21 Notice; and the Tenant may end the Tenancy by giving the Landlord a minimum of one period's notice in writing to be served to the address for service shown at clause 1.1. The notice must expire at the end of a period of the Tenancy being the day before the Rent is due.

38. Additional Clause

38.1 Individually negotiated between Landlord and Tenant. The Landlord and Tenant agree that the property has been professionally cleaned at the commencement of the Tenancy. The Tenant agrees to have the property professionally cleaned at the end of the Tenancy and provide the Landlord with a copy of the invoice/receipt confirming this upon check out. Should the Tenant not have this done or provide such evidence the Landlord reserves the right to instruct contractors to professionally clean the property and deduct the cost in full from the Tenants deposit. The Tenant agrees to such actions.

38.2 It has been agreed between the Landlord and the Tenants that the garage and parking at 558 Filton Avenue will be excluded from the Tenancy due to commence on 3rd August 2018. To be clear, the garage and parking will not form part of the tenancy so the Tenant or the Tenants visitors do not have use, rights or access to the garage and parking.

39. Guarantor's Covenants

39.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Property the Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Tenancy Agreement including any extension or continuation of the Tenancy whether fixed term or a statutory periodic tenancy, and including any Rent increase agreed between the Landlord and the Tenant provided the Guarantor is notified of the increase by the Landlord, the Agent, or any person acting on his behalf.

39.2. This Guarantee shall continue past the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant or any licensee.

38.3. If the Tenant defaults during the initial Term or any extension, renewal or continuation of the Tenancy of this Tenancy Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Tenancy then on written demand the Guarantor will cover and compensate the Landlord against all unpaid Rent, 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.

39.4. The Guarantor's liability under this Guarantee will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the 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 trying to obtain payment or in the enforcement of the Tenant's covenants.

39.5. If the Tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

39.6. 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 Property is occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement.

39.7. To pay any reasonable costs of the Landlord in enforcing this Guarantee and the terms of the Tenancy Agreement.

39.8. This Guarantee shall continue throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement

39.9. References to the singular include the plural and references to the masculine include the feminine.

39.10. The Landlord and the Guarantor agree that the laws of England and Wales shall apply to this Guarantee.

Signed by Guarantor: [Redacted]

Signed: [Redacted]

Print Full [Redacted]

Address [Redacted]

Dated: [Redacted]

Signed by Guarantor: [Redacted]

Signed: [Redacted]

Print Full [Redacted]

Address: [Redacted]

Dated: [Redacted]

Signed by Guarantor: [Redacted]

Signed: [Redacted]

Print Full N [Redacted]

Address: [Redacted]

Dated: [Redacted]

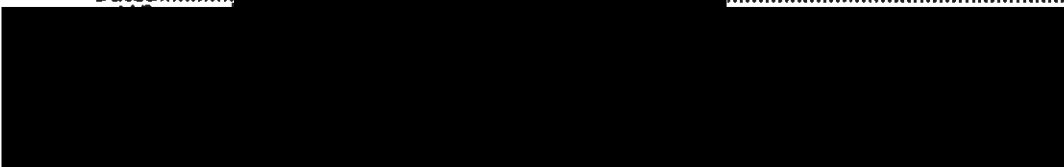
Signed by Guarantor: [Redacted]

Signed: [Redacted]

Print Full Name [Redacted]

Address: [Redacted]

Dated: [Redacted]



Signed by Guarantor:

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