

# NON HOUSING ACT TENANCY AGREEMENT

This Agreement is intended to create a Non Housing Act Tenancy as the terms agreed between the parties fall outside the scope of the Housing Act 1988 (as amended)

## Relating to:

558 Filton Avenue, Horfield, BRISTOL, Avon, BS7 0QG, England

## Between

Edward Davis and Beth Davis

and



Dated

## Important Notice

This document contains the Terms of the Tenancy and sets out the promises made by the Landlord and the Tenant to each other.

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

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

Landlord Initials



Tenant Initials



**THIS AGREEMENT IS MADE on the**

**The Particulars**

**THIS AGREEMENT IS MADE BETWEEN**

A. Edward Davis and Beth Davis

of



(“the Landlord”)

**AND**

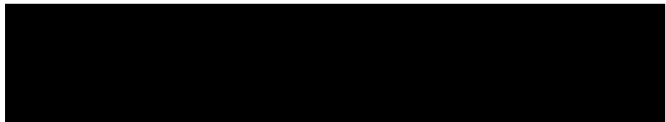
B.



of

(“the Tenant”)

**Permitted Occupier(s):**



**AND IS MADE IN RELATION TO PROPERTY AT:**

558 Filton Avenue, Horfield, BRISTOL, Avon, BS7 0QG, England

**Service of Notice Address for the Landlord**

The Landlord notifies the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: 52 Weston Crescent, BRISTOL, Avon, BS7 8UT, England

**The Main Terms of the Tenancy**

**1. Term of Tenancy**

The Landlord lets to the Tenant the Property for a period of six months. The Tenancy shall start on and include 18 January 2016 and shall end on and include 17 August 2017 but subject to any release clause stated in Schedule 5

**2. The Rent**

£1,300.00 (One Thousand Three Hundred Pounds) per calendar month (“The Rent”) payable in advance.

**3. Payment Method**

The Tenant shall pay to the Agent the sum of £1,300.00 (one thousand three hundred pounds and zero pence) by cleared funds before the start of the tenancy for the period 18 January 2016 to 17 February 2016. Thereafter the Tenant shall pay to the Landlord the sum of £1,300.00 (One Thousand Three Hundred Pounds) per calendar month in advance by standing order on the 18th day of each month for every month of the tenancy, the first of such payments being due on 18 February 2016



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**4. The Deposit**

The deposit amount of £1,800.00 (One Thousand Eight Hundred Pounds ) shall be paid by the Tenant in cleared funds prior to the commencement of this Tenancy.

The Deposit is held by the Landlord. At the end of the Tenancy the Landlord, shall return the Deposit to the Tenant, without interest, subject to the possible deductions set out in this Agreement

**5. Fixtures and Fittings**

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

**6. Type of Tenancy**

This Agreement is intended to create a Non Housing Act Tenancy as the terms agreed between the parties fall outside the scope of the Housing Act 1988 (as amended)

**7. Definitions & Interpretation**

In this Agreement the following definitions and interpretation apply:

7.1. "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.

7.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.

7.3. "Joint and several" means that when more than one person comprise 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.

7.4. "Permitted Occupant" or "Occupant" includes any person allowed to live at the Property under licence to the Tenant and whereby no tenancy is created between the licensee and the Tenant, nor the licensee and the Landlord

7.5. "Agent" means Connells Residential Lettings whose registered address is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN or anyone who subsequently takes over the rights and obligations of the Agent.

7.6. "Property" 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.

7.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.

7.8. "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.

7.9. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

7.10. "Deposit" means money held by the Landlord or Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

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- 7.11. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 7.12. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 7.13. "Stamp Duty Land Tax" means the tax payable (if applicable) by the Tenant to the Stamp Office on the signing of this Agreement, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so).
- 7.14. "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.
- 7.15. "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.
- 7.16. "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 7.17. "Working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 7.18. References to the singular include the plural and references to the masculine include the feminine.
- 7.19. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 7.20. 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.
- 7.21. The "Permitted Occupier" occupies the Property as the licensee of the Tenant and will use the Premises for private residential purposes only.
- 7.22. Where the Tenant is a limited company or a corporate body, in the event of the Permitted Occupant either leaving the Tenant's employ or being transferred with the result that he will no longer be able to reasonably occupy the Property, then the Tenant shall have the right to substitute the Permitted Occupier with another employee, the Landlord or the Agent having first approved such substitution and which shall not be unreasonably withheld.

**The Landlord and the Tenant agree:**

to the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:

- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- C. The Landlord and the Tenant agree and confirm the declarations, provisions notices as set out in Schedule 3 to this Agreement.
- D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
- E. **(optional if special clauses)** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

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**Schedule 1  
Obligations of the Tenant**

***The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.***

**1. General**

- 1.1. 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.
- 1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in Definitions & Interpretation contained within The Main Terms of the Tenancy

**2. Paying Rent**

- 2.1 To pay the Rent by as set out in clauses 2 and 3 of The Main Terms of the Tenancy whether or not it has been formally demanded.
- 2.2 Any monies paid by a third party as agent of, or on behalf of, the Tenant (including monies paid as rent before or during the Tenancy) do not constitute a tenancy between the Landlord and the third party or the Tenant and the third party.

**3. Further Charges to be paid by the Tenant**

- 3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies and to pay costs incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his main and principal home during the Tenancy
- 3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
- gas;
  - water including sewerage and other environmental services;
  - electricity;
  - any other fuel charges;
  - telecommunications.
- 3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
- recovering or attempting to recover any Rent or other monies in arrears;
  - the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
  - any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a relevant break clause detailed in Schedule 5.
- 3.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 3.5. To pay the television licence regardless of the ownership of the television set.

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- 3.6. To pay £114.00 inclusive of VAT for the preparation of any tenancy agreement for each extension of the Tenancy
- 3.7. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.
- 4. The Condition of the Property: Repair, Maintenance and Cleaning**
- 4.1. 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:
- fair wear and tear;
  - 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 Property;
  - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
  - damage covered by the Landlord's insurance policy.
- 4.2. 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
- 4.3. To inform the Landlord, or the Agent immediately (and preferably in writing) when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.
- 4.4. To keep the Property and Fixtures and Fittings in a clean and tidy condition.
- 4.5. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.
- 4.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 4.7. To test all alarms at least once a month to ensure all smoke alarms and carbon monoxide detectors remain in good working order by replacing batteries where necessary.
- 4.8. To inform the Landlord promptly if any smoke or carbon monoxide alarm requires maintenance or repair.
- 4.9. The tenant must not burn any solid fuel at the property without the written permission of the landlord which should not be unreasonably withheld.
- 4.10. 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.
- 4.11. 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.
- 4.12. To replace all dead or broken electric light bulbs, fluorescent tubes, fuses and batteries
- 4.13. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement, or replace any damaged items with articles of the same sort and equal value.

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- 4.14. 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 authorise 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.
- 4.15. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.
- 4.16. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 4.17. 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.
- 4.18. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors and to contact the proper authorities with details of any occurrence of any notifiable infectious or contagious illness or disease
- 4.19. 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 as specified in the written instructions given to the Tenant at the start of the Tenancy.

**5. Insurance**

- 5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses 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.
- 5.2. 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 clause 5.1 of Schedule 1 of this Agreement.
- 5.3. To inform the Landlord or his Agent (preferably in writing) of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 5.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 5.5. The Tenant is advised that any insurance held by the Landlord will NOT cover the Tenant's contents or personal possessions. It is the Tenant's responsibility to insure these.
- 5.6. The Tenant may be held liable for any damages, including damage caused accidentally, to the Landlord's property and its contents, fixtures and fittings. The Tenant should ensure he has appropriate insurance cover to help avoid any unnecessary deductions from his deposit for any damage that may occur during the tenancy term.

\_\_\_\_\_  
[Redacted Signature]

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**6. Access and Inspection**

- 6.1. To allow the Landlord, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
  - 6.1.1. the Tenant has not complied with a written notice under clause 4.3 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
  - 6.1.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);
  - 6.1.3. a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Property;
  - 6.1.4. the safety check of the gas appliances is due to take place;
  - 6.1.5. the Landlord or the Agent wishes to inspect the Property
  - 6.1.6. to comply with statute and the proper request of any statutory body
- 6.2. To allow the Property to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), at reasonable times, during normal working hours and at weekends, 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 or tenant of the Property.
- 6.3. 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 two months' of the Tenancy.
- 6.4. To permit access by appointment (which shall not unreasonably be withheld) to the Property to the owner of a neighbouring property or their authorised workmen or other professional advisors in order to carry out any works required in accordance with the Party Walls etc Act 1996

**7. Assignment**

- 7.1. 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 written consent, which will not be unreasonably withheld.
- 7.2. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant or Permitted Occupier in this Agreement to occupy or reside in the Property unless the Landlord or the Agent has given written consent, which will not be unreasonably withheld subject to being eligible to reside/rent in the UK under the Immigration Act 2014..

**8. Use of the Property**

- 8.1. To use the Property only as a private residence for the occupation of the Tenant(s) and any permitted occupiers named in this agreement.
- 8.2. Not to register a company at the address of the Property.
- 8.3. Not to run a business from the Property.
- 8.4. Not to use the Property for any illegal or immoral purpose.
- 8.5. Not to hold or allow any sale by auction at the Property.
- 8.6. 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.

**8.7. Nuisance and Anti-social Behaviour:**

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[Redacted Signature]



Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the landlord, other tenants, or neighbours within the locality. (Anti-social behaviour includes minor problems with dogs, children, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.

- 8.8.** Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.
- 8.9.** Not to alter nor interfere with the construction or arrangement of the Property, or the Landlord's Fixtures and Fittings
- 8.10.** Not to damage the floors, wiring , pipes or drains of the Property
- 8.11.** Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property
- 8.12.** Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property (including any loft, cellar, garage or outbuilding) 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.
- 8.13.** 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.
- 8.14.** To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.13 of Schedule 1 above.
- 8.15.** Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- 8.16.** Not to alter, injure or affix anything to the walls of the Property, or hang any posters, pictures or other items in the Property using blu-tac, sellotape, picture hooks, nails, adhesive, or their equivalents.
- 8.17.** Not to hang any washing outside the Property except in the properly designated areas
- 8.18.** Not to store furniture or possessions in the Property in excess of that reasonably required for the Tenant's living requirements
- 8.19.** 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.
- 8.20.** Not to sell or otherwise dispose of the Landlord's Fixtures and Fittings without the Landlord's prior written consent
- 8.21.** Not to place or leave anything in any common area of the building (if any)

- 8.22. Not to throw or allow to be thrown anything whatsoever from the windows of the Property
- 8.23. 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 written consent. The Tenant agrees to bear the cost of any redecoration and professional cleaning of carpets, upholstery, curtains, blinds and soft furnishings which require cleaning as a result of any person smoking in the Property

**9. Utilities and Council Tax**

- 9.1. To notify (and provide meter readings where appropriate) to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and the local authority that this Tenancy has started.
- 9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.
- 9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to install any water meter or pre-payment meter without the written consent of the Landlord or his Agent, which will not be unreasonably withheld.
- 9.4. Not to change the telephone number without the consent of the Landlord or the Agent.
- 9.5. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.
- 9.6. Not to change an account for any utility to a new supplier more than once without the written consent of the Landlord or the Agent.
- 9.7. To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.
- 9.8. 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.
- 9.9. 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 3.2 of Schedule 1 or by anything done or not done by the Tenant.
- 9.10. To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.
- 9.11. To allow the Landlord or Agent to disclose the Tenant's relevant details to a utility supplier comparison service for the purpose of changing utility providers
- 9.12. To provide a forwarding address to the supplier of the water and sewage service at the end of the Tenancy in order that any outstanding invoices may be settled. The Tenant agrees that should he not do so (and the Landlord is unaware of the Tenant's forwarding address) then the Tenant will remain liable for any cost incurred by the Landlord because the Tenant failed to notify the supplier accordingly.
- 9.13. **Disclosure of Tenant's details to Spark Energy**

At the start of the lease gas and electricity will be provided, or will be in the process of being provided by Spark Energy Supply Limited ("Spark Energy"). However this will not prevent the Tenant from changing to a different energy provider if desired.

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The Tenant agrees that the letting agent may pass the Tenant's name and contact details to Spark Energy for the purposes of:

- (a) registering the gas and electricity meters at the property in the Tenant's name with Spark Energy, providing gas and electricity to the Tenant and administering the Tenant's account with Spark Energy;
- (b) registering the Tenant with the relevant local authority for the payment of council tax; and
- (c) registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

Spark Energy will use the Tenant's details only for the purposes set out above and not in any other way. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 1998 and will handle Tenant's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy notice. If the Tenant has any questions regarding details or use of the Tenant's data held by Spark Energy, the Tenant may contact Spark Energy at Etrick Riverside, Dunsdale Road, Selkirk TD7 5EB or customerservice@sparkenergy.co.uk or 0345 034 7474

**10. Animals and Pets**

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

**11. Leaving the Property Empty**

- 11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of more than 21 consecutive days during the Tenancy.
- 11.2. To comply with any conditions set out in the Landlord's insurance policy for 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 clause 11.1 of Schedule 1 of this Agreement.
- 11.3. If you do leave the premises empty for any period of seven days or more, when you return you must run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant to reduce the risk from Legionella bacteria building up in static water.

**12. Locks and Alarms**

- 12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.
- 12.2. To set the burglar alarm (if applicable) when the Property is vacant.
- 12.3. 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.
- 12.4. 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, except in an emergency. In such case the Tenant agrees to provide the Landlord or his Agents with one full set of keys to the new locks as soon as reasonably possible.
- 12.5. Not to have any further keys cut for the locks to the Property without the written consent of the Landlord or Agent (which shall not be unreasonably withheld) and in such case to notify the Landlord or the Agent of the number of additional keys cut.

**13. Garden (if any)**

- 13.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.

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- 13.2. To keep the window boxes borders, paths, and patios, if any, in good order and weeded.
- 13.3. To cut the grass regularly during the growing season.
- 13.4. 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 written consent of the Landlord or the Agent which will not be unreasonably withheld.
- 13.5. Not to alter the layout of the garden nor remove any garden furniture or ornaments
- 13.6. To provide water for plants, trees, shrubs and grassed area unless this is prohibited by the water provider. The Tenant shall not be liable for any plant dying, provided that it has been regularly watered according to its type.
- 13.7. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden by prior mutually agreed appointment (which shall not be unreasonably withheld).
- 14. House Plants**
- 14.1. 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 Property, if the houseplant dies.
- 15. Cars and Parking**
- 15.1. To park in the car parking space, garage or driveway allocated to the Property, if applicable.
- 15.2. 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 visitors.
- 15.3. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 15.4. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.
- 16. Refuse**
- 16.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- 16.2. To place all refuse in the dustbin or receptacle made available.
- 16.3. To dispose of all refuse through the services provided by the local authority and comply with any local authority regulations or byelaws.
- 17. Notices**
- 17.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant and in particular any notices or orders under the Party Walls Act 1996
- 17.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent promptly.
- 18. Inventory and Checkout**
- 18.1. To agree that the check-in report of the 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 a signed copy with any amendments or alterations is not returned to the Landlord or the Agent within seven days of its receipt by the Tenant

Landlord Initials



- 18.2. 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.
- 18.3. To equally share with the Landlord the cost (if any) of checking the Inventory and Schedule of Condition at the start and end of the Tenancy
- 18.4. 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 initial appointment.
- 18.5. To agree that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition, having also failed to attend the first appointment, that a check out report will be prepared at the second appointment
- 19. **Head Lease (if any)**
  - 19.1. To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property, provided a copy of the obligations is attached to or included within (in Schedule 5) this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.
- 20. **Energy Performance Certificates**
  - 20.1. 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.
- 21. **End of the Tenancy**
  - 21.1. To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings 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 check in report of the Inventory and Schedule of Condition.
  - 21.2. 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 Property. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9 of Schedule 1 and to the local authority.
  - 21.3. To provide any alarm codes and return all keys, including any additional 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).
  - 21.4. 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.
  - 21.5. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.
  - 21.6. 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.
  - 21.7. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.
  - 21.8. To vacate the Property within normal office hours or at a time agreed with the Landlord or the Agent.
  - 21.9. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

Landlord Initials



Tenant Initials

- 21.10.** To pay all reasonable removal and/or storage charges when small items are left in the Property which can be easily moved and stored by the Landlord for a maximum of fourteen days.
- 21.11.** 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 fourteen days of the Tenant being notified 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 or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 21.12.** To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or a large amount of 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 Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen 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 and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

**22. Periodic Tenancy**

- 22.1** If the Landlord agrees to allow the Tenancy to become periodic and the Tenant accepts the offer then should the Tenancy become periodic at the end of this fixed term of this Agreement then the Tenant acknowledges that he must give the Landlord not less than one month's written notice which must also expire on the last day of a period of the continuation tenancy

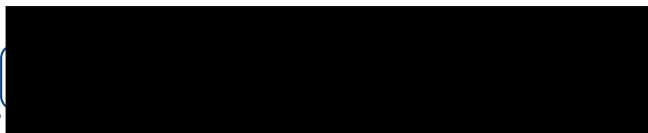
**23.**

- 23.1.** The tenant hereby acknowledges the following;
- that the landlord is Edward Davis and Beth Davis
  - that the landlord's name and address is set out on page 2 of this agreement;
  - that Connells Residential Lettings are acting merely as agent for the landlord.

**24. Immigration Act 2014 – Right to Rent**

- 24.1.** The tenant hereby confirms to the Landlord that any person named as tenant or permitted occupier in this Agreement have a current Right to Reside/Rent in the UK under the rules of the Immigration Act 2014, and will immediately advise the Landlord or Agent in writing when any Tenant's Time-Limited Right to Reside has expired, or has not been renewed or withdrawn by the Home Office.

Landlord Initials



## Schedule 2

### Conditions to be Kept by the Landlord

***The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.***

**1. Quiet Enjoyment**

1.1 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.

**2. Consents**

2.1. The Landlord confirms that he is the sole owner of the Property and to confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

**3. Statutory Repairing Obligations**

3.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);

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

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

3.1.4. space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.3 of Schedule 1 of this Agreement.

3.2. 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 as stated in clause 3.1 of Schedule 2 above.

**4. Insurance**

4.1. To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.

4.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

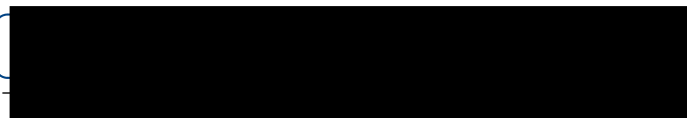
**5. Other Repairs**

5.1. 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.

5.2. To provide and maintain the Fixtures and Fittings in good repair and replace any of the items that may become defective due to fair wear and tear during the Tenancy except if the damage has been caused by the Tenant, his family or any visitors, insofar as the Tenant is liable to keep the Property in repair under Schedule 1 of this agreement

5.3. To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or the Tenant's visitors and to have all boilers stoves and any other appliance powered by solid fuel gas or oil serviced annually by a qualified contractor

Landlord Initials





**6. Safety Regulations**

- 6.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 6.2. To confirm that all gas 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.
- 6.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 6.4. To ensure that any electrician carrying out electrical work at the Property is a competent person and is a member of an approved scheme.

**7. Smoke and Carbon Monoxide Alarms**

To confirm that as from 1st October 2015 the property complies with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that the landlord has installed a smoke alarm on every floor and carbon monoxide alarm in every room where a solid fuel appliance is present. The landlord hereby confirms these were checked at the start of the tenancy.

**8. Energy Performance Certificate**

- 8.1 To make a copy of the current Energy Performance Certificate available to the Tenant before the commencement of the tenancy

**9. Head Lease (if any)**

- 9.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
- 9.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 9.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 9.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

**10. Other Taxes**

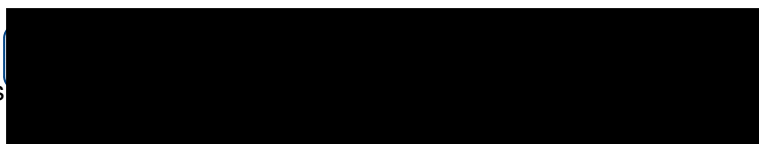
- 10.1 To pay all taxes service charges and other outgoings payable in respect of the Property during the tenancy except for Council Tax or other charges agreed to be paid by the Tenant

**11. Inventory and Check Out**

- 11.1 To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 11.2 To equally share with the Tenant the cost (if any) of checking the Inventory and Schedule of Condition at the start and end of the Tenancy

**12. Possessions and Refuse**

- 12.1 To remove or pay for the removal of all rubbish and items which are not to be left by the Landlord for the Tenant's use during the Tenancy





### Schedule 3

#### General Conditions

***The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.***

**It is agreed between the Landlord and Tenant as follows:**

**1. Ending the Tenancy and Re-entry**

**1.1.** If at any time:

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

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if the Tenant for the time shall become bankrupt;

the Landlord may give written Notice to the Tenant that the Landlord seeks 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 with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Property 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.

**if any agreement or obligation of the Tenant is not complied with;**

**2. Early Termination**

**2.1.** If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent, council tax, utilities and any other monies payable under this Agreement until the Term expires.

**3. Interruptions to the Tenancy**

**3.1.** If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; 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. In such case either party may immediately terminate this Agreement by giving written notice to the other party and any rent already paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid to the Tenant by the Landlord.

**4. Data Protection Act 1998**

**4.1** It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, the Tenancy Deposit Scheme and any other Deposit Protection Scheme in the event of a dispute or any other interested third party upon formal request.

**5. Repossession of Mortgaged Properties (if applicable)**

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power.

Landlord Initials

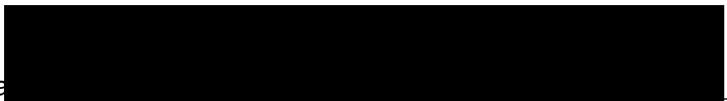
For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

**7. Notices**

**7.1** The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in this Agreement under 'The Particulars - Service of Notice Address for the Landlord' any notice or other communication which is delivered or posted to the Property.

**7.2** The provisions for the service of notices are that 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 4.30pm or the last known address of the Tenant if different; or if the Tenant is a limited company or a corporate body to the registered address or the last known address of the Tenant; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or 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; or 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.

**7.3** The provisions as to service of notices contained in section 196 of the Law of Property Act 1925 as extended by the Recorded Delivery Service Act 1962 shall apply to any notice served under the provisions of this agreement or any notice served under statute including notices served on the tenant in accordance with section 8 and section 21 of the Housing Act 1988 A notice sent by special delivery post or by recorded delivery post is to be treated as having been delivered in the ordinary course of post which for these purposes shall be the first working day following the day on which it was posted A "working day" means any day except Saturday Sunday or a Bank Holiday. A notice left at the Property (which for these purposes will include posting the notice through the letter box or affixing the notice to the main door or other conspicuous part of the Property) will be treated as being served on the date it is left at the Property.



## Schedule 4

### Dealing with the Deposit

**The following clauses set out:**

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and**
- **the circumstances in which other monies may be requested from the Tenant.**

#### 1. Deposit

- 1.1 The Deposit will be held by the Landlord. Any interest earned on the Deposit shall be retained by the Landlord.
- 1.2 After the end of the Tenancy the Landlord is entitled, with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 4 of this Agreement. If more than one such deduction is to be made the monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 4 of the Agreement.
- 1.3 After the end of the Tenancy the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 1.4 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 fourteen days of the Tenant receiving that request in writing.
- 1.5 The Landlord with the consent of the Tenant may deduct monies from the Deposit (as set out in clause 4 of the Main Terms of the Tenancy) to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to or cleaning of the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
  - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement in Schedule 2);
  - any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
  - any other breach by the Tenant of the terms of this Agreement;
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any outstanding invoiced amounts due from the Tenant for the agreed preparation of tenancy agreements and in particular as detailed in schedule 1, clause 3.6;
  - any outstanding invoices for agreed inventory check fees to be paid by the Tenant in accordance with schedule 1, clause 18.3;
  - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;
  - any unpaid council tax;
  - any unpaid telephone charges
  - in respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord
- 1.6 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 holds the Deposit or any part of it.
- 1.7 The Landlord and Tenant acknowledge and agree that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the settlement

of the Deposit, then the Agent will not become involved in attempting to resolve any such dispute.

- 1.8** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses contained in clauses 1.1 to 1.7 of Schedule 4.

Landlord Initials



**Schedule 5**  
**Special Clauses (if any)**

Landlord Initials



**Signatures to the Agreement**

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

**SIGNED BY LANDLORD:**  
Signature:   
Print name: 

**SIGNED BY LANDLORD:**  
Signature:   
Print name: 

**SIGNED BY TENANT:**  
Signature:   
Print name: 

**SIGNED BY TENANT:**  
Signature:  
Print name:

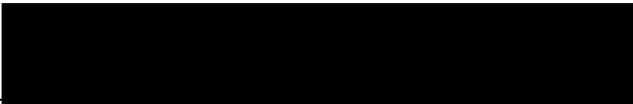
**SIGNED BY TENANT:**  
Signature:  
Print name:

**SIGNED BY TENANT:**  
Signature:  
Print name:

Landlord Initials



Tenant Initials



Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_