Assured Shorthold Tenancy Agreement

This contract is provided as a sample only.

All items in blue are editable by the landlord.

You are about to sign an Assured Shorthold Tenancy for the following property:

123 Sample Road
London
A1 1AA

It sets out the promises made by the Tenant and any Guarantors to the Landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly.

Once electronically 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 contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this agreement.

If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.

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The Parties to this agreement and the Premises

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning listed next to them in this agreement.

This agreement is made the day of 01 January 2024

Premises	123 Sample Road London A1 1AA together with fixtures, furniture and effects therein as specified in the inventory
Landlord	Landlord Notices should be sent to 124 Sample Road London A1 1AA
Tenant	[Awaiting Name Confirmation] Notices should be sent to 123 Sample Road London A1 1AA
Guarantor	[Awaiting Name Confirmation]
Occupancy	The maximum number of people permitted to occupy the property is 4
Term	A fixed term of 12 months Commencing on and including 01 January 2024 To and including 31 December 2024 ("the Initial Term") And then continuing as a monthly contractual periodic tenancy until terminated in accordance with this agreement

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Rent	£3,000.00, three thousand GBP per month, payable in advance on or before the 1st day of each month (a "Rent Payment Day")
Deposit	£3,400.00, three thousand four hundred GBP

1. The Landlord lets to the Tenant the Premises for the Term at the Rent specified above.

2. The Tenant shall pay to the Landlord on the signing of this agreement the amount of the Deposit and the first payment of Rent, unless the Tenant and the Landlord have agreed in writing a later date when payment may be made; the Tenant will be notified in writing of the correct account details for payment. The Tenant shall have no right to occupy the Premises, until the payment of the Deposit and the first payment of Rent has been made in full.

3. The Deposit will be paid to the Landlord and held under the terms of The Deposit Protection Service (The DPS), of which the Landlord is a registered member. Further detail is provided in the next section of this document.

4. The Tenant shall pay all future Rent when it becomes due by Standing Order.

5. It is a condition of this agreement that the Tenant and any occupiers of the Premises over the age of 18, at all times maintain a right to rent in accordance with and as defined by the Immigration Act 2014 (where applicable). If the Tenant does not provide satisfactory documentation to allow the Landlord to verify the Tenant's identity and to satisfactorily perform any right to rent immigration checks required, the Landlord will not permit the Tenant to occupy the Premises.

6. This agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended).

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The Deposit

The following clauses set out:

- what the Landlord will do with the Deposit paid by the Tenant under clause 3 above;
- what the Tenant can expect of the Landlord when he deals with the Deposit;
- the circumstances in which the Tenant is entitled to less than the full Deposit returned at the conclusion of the tenancy; and
- the circumstances in which other monies may be requested from the Tenant.

By signing, all parties declare that the details relating to the Deposit that are outlined in this tenancy agreement are correct to the best of their knowledge and belief.

7.1. The Deposit will be held in a Custodial Tenancy Deposit Scheme by The Deposit Protection Service (The DPS), which is the Government approved custodial scheme:

The DPS
The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Phone: 0330 303 0030

Email: contactus@depositprotection.com

Website: www.depositprotection.com

7.2. Once the Deposit has been paid by the Tenant, the Landlord will transfer the Deposit to The DPS. The Landlord will aim to do this within 1 working day of funds clearing, and always within the 30 days required under the terms of the scheme.

7.3. At the end of the tenancy, howsoever it comes to an end, upon vacant possession of the Premises and return of the keys, the Deposit shall be returned to the Tenant less such sum as the Landlord may reasonably require:

- to pay any arrears of Rent;
- to make good any damage to the Premises and fixtures and fittings (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this agreement by the Tenant or the Tenant's failure to take reasonable care;
- to make good any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- to pay any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;
- to compensate the Landlord for any other breach by the Tenant of the terms of this agreement;
- to pay any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the Tenant in the Premises;
- to pay any unpaid council tax, telephone charges or other monies owed by the Tenant to the Landlord;

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- to compensate the Landlord for any reasonable cost incurred to clean the Premises to the same standard as at the beginning of the tenancy;
- to compensate the Landlord for the charges incurred by the Landlord's bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.

7.4. No deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the Tenant. Any dispute arising from the proposed deductions will be subject to The DPS guidelines including use of the free and independent Alternative Dispute Resolution service where its use has been agreed by the Tenant and Landlord.

7.5. 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.

7.6. If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.

7.7. If either party is not contactable or otherwise not responsive at the end of the tenancy, the other party should notify the Deposit scheme administrator so that the Deposit may be treated in accordance with the terms of the scheme.

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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 breached, the Landlord may be entitled to deduct compensatory monies from the Deposit, claim damages from the Tenant, and/or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

The Tenant agrees:

8.1. That any obligation upon the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or cause any licensee or visitor to breach that obligation.

8.2. To pay the Rent as specified earlier in this agreement whether or not it has been formally demanded.

8.3. To pay interest at 3% above the Bank of England base rate upon any Rent in arrears or other monies due under this agreement for more than 14 days calculated from the date upon which it became due to the date of payment.

8.4. Unless otherwise agreed in writing with the Landlord, to pay for all gas, electricity, water and sewerage services consumed on or supplied to the Premises during the Term, and for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and Internet service (if any) during the Term. This includes standing charges and other similar charges and VAT, as well as charges for actual consumption.

8.5. Unless otherwise agreed in writing with the Landlord, to pay the Council Tax in respect of the Premises for the duration of the Tenancy regardless of legal liability for the Council Tax. If the Council Tax billing authority bills the Landlord for Council Tax for the Premises and other property together, the Tenant agrees to pay a proportionate share of the Council Tax. If the Tenant qualifies for a discount or an exemption from Council Tax it is the responsibility of the Tenant to apply for this.

8.6. That if the Tenant breaches this agreement or fails to fulfil their obligations contained in this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

8.7. To keep the Premises and the Landlord's contents in as good and clean state of repair and condition and decoration as the Premises were in at the commencement of the Term and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear excepted).

8.8. Not to remove any of the Landlord's contents from the Premises save as is necessary for the Tenant to comply with their obligations contained in this agreement.

8.9. To comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

8.10. Not to damage the Premises or the building, nor damage the electrical or plumbing system.

8.11. Not to make any alteration or addition to the Premises without the prior written consent of the Landlord.

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8.12. Not to decorate or change the style or colour of the decoration without written consent from the Landlord.

8.13. Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.

8.14. Where readily accessible, and with due regard to personal safety, to keep the drains, gutters and pipes of the Premises free from obstruction and clear of any leaves or debris.

8.15. If applicable, to keep the garden, patio, paths, balcony or terrace, (if any), in a neat and tidy condition, swept where necessary and weeded. To maintain any lawns, trees and shrubs. Not to alter the layout of the garden.

8.16. To keep clean the windows inside and outside of the Premises, where safe access is possible. Failure by the Tenant to take adequate precautions to prevent glass panes being cracked or broken will result in the Tenant having to pay for any ensuing damage.

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

8.18. To keep the exterior free from rubbish.

8.19. To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided. If necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local Council.

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

8.21. To replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.

8.22. To notify the Landlord immediately regarding, and confirm in writing as soon as practical thereafter, any defect in the Premises which comes to the Tenant's attention and which is the responsibility of the Landlord to repair. Failure to do so will result in the tenant having to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been so notified.

8.23. To work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.

8.24. To take reasonable precautions to prevent any damage to the Premises resulting from 'freezing-up'. This includes ensuring the Premises are adequately heated during periods of cold weather to ensure the water system does not freeze. In the event of failure by the Tenant to take such precautions, the Tenant shall pay to the Landlord the full cost of making good any ensuing damage.

8.25. To take all reasonable precautions to prevent condensation and damp by keeping the Premises adequately ventilated and heated.

8.26. To use the Premises solely for the purposes of a private residence for the Tenant and any other persons specially permitted by Landlord to occupy the Premises.

8.27. Not to register a business at the Premises, and not to carry on or permit to be carried on at the Premises any trade or business including a home business as defined by section 43ZA of the Landlord and Tenant Act 1954.

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

8.29. To make only reasonable use of the utilities and communications services consistent with ordinary residential use.

8.30. Not to do or permit to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.

8.31. Not to keep any cat, dog (excluding guide dogs where reasonably necessary), bird or other pet or animal at the Premises without the Landlord's written consent, such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to undertake, or alternatively pay for, a full clean of the Premises with de-infestation cleaner upon termination of the tenancy.

8.32. Not to fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial without the prior written consent of the Landlord.

8.33. Not to install or change any door locks or alarm codes without the Landlord's prior express written consent (not to be unreasonably withheld), and agree that the Landlord should hold a spare set of keys. In the event of the loss of a key or other security device giving access to the Premises, the Tenant agrees to pay any reasonable costs incurred by the Landlord as a result.

8.34. Not to erect external aerials or satellite dishes.

8.35. Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.

8.36. Not to do anything to or on the Premises that has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 10.5.

8.37. Not to undertake any activity that materially increases the risk of fire or other damage to the Premises or its fixtures and fittings. This includes, without limitation, the storage of dangerous or flammable goods at the Premises, leaving electrical appliances such as tumble dryers on while the Premises are empty, or any other action that unreasonably increases the risk of damage.

8.38. To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.

8.39. Not to assign sublet or part with or share possession of the Premises or any part of it nor allow the Premises to be occupied by anyone other than the Tenant and no more than the maximum number of permitted persons (the Occupancy), without the prior written consent of the Landlord.

8.40. Not to grant any licensees, take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis without the prior written consent of the Landlord.

8.41. To notify the Landlord if the Tenant is to be absent from the Premises for a period exceeding 14 days. Such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Premises will be unoccupied.

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8.42. To take all reasonable steps to protect the Premises from frozen or burst pipes or other damage, if the Premises are left vacant for any period.

8.43. To permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times after giving the Tenant at least 24 hours' notice (except in an emergency):

- to enter the Premises to inspect the same and the Landlord's furniture and effects therein (if any);
- to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary;
- to take gas, electricity or water readings;
- to carry out the Landlord's obligations under this agreement;
- to inspect the Premises for the purpose of preparing an EPC and recommendation report for the Premises or the building of which it forms part and the Tenant shall cooperate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
- for any purpose mentioned in this Agreement or connected with the Landlord's interest in the Premises;
- to enter and view the Premises with any prospective future Tenants or purchasers during the last 60 days of the tenancy or other period of notice.

The Tenant shall be liable for all reasonable losses resulting as a consequence of the Tenant's failure to allow access to the Premises.

8.44. At the end of the Term, to vacate the Premises and give vacant possession. The Premises and its content must at the end of the Term be in the same good and clean state of repair and decoration as the Premises was in at the commencement of the Term (fair wear and tear excepted). The tenant must pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost.

8.45. At the end of the Term, to remove all of their furniture and other goods from the Premises. The Tenant will be liable for damages to compensate the Landlord if the Tenant leaves items at the Premises which prevent the Landlord from making use of or re-letting the Premises, or if the Landlord incurs costs in relation to such items (for example, reasonable charges for removal or storage).

8.46. To return all sets of keys of the Premises to the Landlord by 2pm on the day of vacating the Premises, otherwise all reasonable costs of gaining entry to the Premises and resecuring the Premises will be borne by the Tenant.

8.47. To co-operate in the checking of any inventory and/or schedule of condition. The Landlord will bear the costs of preparing the inventory and/or schedule of condition and associated check-in or check-out report. The Tenant agrees to take all reasonable steps to ensure that such a report can be completed, and that they will be liable for any additional costs arising as a result of the Tenant's actions. Those are including but not limited to call-out fees from missed appointments, or any other losses or costs.

8.48. Not to smoke inside the Premises, or permit others to smoke inside the Premises.

8.49. To provide a forwarding address at the end of the tenancy, if requested by the Landlord.

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8.50. To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord within 5 days of receiving it. The Tenant must not take any action regarding such notices or communications without the prior consent of the Landlord.

Furniture

If the letting includes the use of furniture and effects:

9.1. Where requested by the Landlord, the furniture and effects shall be as specified in an inventory signed by the Tenant.

9.2. The Tenant will:

- Not damage or remove from the Premises any furniture or effects save as necessary for the Tenant to comply with their obligations contained in this agreement.
- Make good all damage (except fair wear and tear) and breakages to the furniture and effects which may occur during the Term.
- Leave the furniture and effects at the end of the tenancy in the same position as they were at the commencement of the Term unless agreed otherwise with the Landlord and save as necessary for the Tenant to comply with their obligations in this agreement.
- Clean or pay for the cleaning of all carpets, curtains and any other parts of the Premises or contents included in the letting which may have been soiled during the tenancy.

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Obligations of the Landlord

The following clauses set out what can be expected from the Landlord during the tenancy.

The Landlord agrees:

Quiet Enjoyment

10.1. To allow the Tenant to quietly hold and enjoy the Premises during the tenancy without any unlawful interruption by the Landlord or any person rightfully claiming on behalf of the Landlord.

Consents

10.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this agreement (whether from superior landlords, lenders, mortgagees, insurers, or others).

Statutory Repairing Obligations

10.3. To comply with the obligations to repair the Premises 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:

- the structure of the Premises and exterior (including drains, gutters and pipes);
- certain installations for the supply of water, electricity and gas;
- sanitary appliances including basins, sinks, baths and sanitary conveniences;
- 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 regarding the defect or issue in question.

10.4. To comply with the obligation under section 9A of the Landlord and Tenant Act 1985 to keep the Premises fit for human habitation for the duration of the Term.

Insurance

10.5. To insure the Premises under a general building insurance policy (if the Premises is already covered by the freeholder buildings insurance policy then this will be sufficient). The Tenant will be responsible for insuring their own possessions under their own contents insurance policy.

Other Repairs

10.6. 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.

10.7. To provide assistance to the Tenants with keeping the Premises free from all pests or vermin.

10.8. The Landlord shall not be required to carry out any repair for which the Tenant is liable by virtue of this agreement or keep in repair anything that the Tenant is entitled to remove from the property.

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Safety Regulations

10.9. To ensure that all the furniture and equipment provided by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).

10.10. To ensure 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.

10.11. To ensure that all electrical installations at the Premises are inspected and tested at regular intervals by a qualified person and that all relevant electrical safety standards (including those under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 where applicable) are met during the tenancy and that a copy of the most recent report is given to the Tenant before that Tenant occupies the Premises.

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Interrupting or Ending this Agreement

The following clauses set out the ways in which this agreement may be brought to an end by either party.

Early termination by the Landlord

11.1. If and whenever during the Term:

- the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not), or
- there is a breach by the Tenant of any part of this agreement, or
- the Tenant becomes bankrupt or insolvent or enters into a voluntary arrangement with its creditors; or
- any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply

the Landlord may re-enter upon the Premises or any part in the name of the whole resuming possession on the furniture and effects and immediately thereon the tenancy shall terminate, but without prejudice to the other rights and remedies of the Landlord. The Landlord's rights under this clause are subject to the restrictions of the Protection From Eviction Act 1977 and the Housing Act 1988 and the Landlord will not whilst the Tenant is residing in the Premises physically retake possession without first obtaining a Court Order.

Notice to end the tenancy at or after the end of the Initial Term

11.2. If either party wishes to end the tenancy on or after the final day of the Initial Term, they may give notice in writing to the other as follows:

- The Landlord must give notice of no less than two months, such notice to expire any time on or after the final day of the Initial Term. A notice served by the Landlord under section 21 of the Housing Act 1988 shall be sufficient notice under this clause.
- The Tenant must give notice of no less than one month, such notice to expire the day before a Rent Payment Day or on the final day of the Initial Term.

11.3. If neither party serves a valid notice to terminate the tenancy at the end of the Initial Term, the parties agree that at the end of the Initial Term the tenancy will continue as a contractual periodic tenancy on a monthly basis. The parties agree that clause 11.3 acts irregardless of whether multiple months rent was paid in advance or not.

Uninhabitability

11.4. If at any time the Premises are rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the Landlord's sole discretion, either:

- the Rent will cease to be payable by the Tenant until the Premises are made habitable and the Landlord will be under no obligation to provide alternative accommodation; or
- the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant as chosen by the Landlord at their sole discretion.

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11.5. If following an event described above, in the reasonable opinion of an appropriate expert the Premises cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

Effect of Notices to terminate the tenancy

11.6. On the expiry of a notice to terminate the tenancy under clause 11.2 the tenancy shall end and no further obligations shall be performed under the tenancy save that either party may pursue the other for any breach of this agreement occurring before the expiry of the notice.

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Notices & Miscellaneous

Notices

12.1. The Landlord gives notice to the Tenant that pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address specified at the beginning of this agreement.

12.2. Any notice served upon the Tenant by the Landlord pursuant to this agreement or any statute or regulation must be served in writing and will be deemed sufficiently served if sent by registered post or first class post to or left at the Premises. Notices served by recorded delivery post, or prepaid first class post to the Premises, shall be deemed to have been properly served and received by the Tenant on the second day after posting (or if that day is not a working day on the next working day), or in the case of notices left at the Premises on the next working day after delivery.

12.3. The Landlord and the Tenant agree that notices pursuant to this agreement may be served on the other party by email. The email addresses for notice are:

Landlord: [Email Address]

Tenant: [Email Address]

12.4. Notice served by email shall be deemed sufficiently served if it is sent to the Tenant or the Landlord at the email addresses identified above in this agreement and no notification of failure to deliver that email is received.

12.5. The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:

- The Landlord notified the Tenant that the Landlord previously occupied the Premises as the Landlord's only or principal home and the Landlord may rely on Ground 1 of Schedule 2 to the Housing Act 1988 to recover possession of the Premises in circumstances where the Landlord requires the Premises as the Landlord's only or principal home.
- The Landlord notified the Tenant that the Premises are subject to a mortgage granted prior to the start of the tenancy for purposes of Ground 2 of Schedule 2 to the Housing Act 1988 and has served notice in accordance with Ground 1 of Schedule 2 to the Housing Act 1988.

Miscellaneous

13.1. If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building.

13.2. Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several. This means, for example, that any one or more of the individuals jointly forming the Tenant can at the Landlord's sole discretion be held responsible for the full Rent and other obligations under the agreement if the other individuals do not fulfil their obligations.

13.3. References to one gender include all genders; to the singular include the plural; and to the 'month' mean calendar month.

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13.4. References to a working day mean a week day excluding Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales.

13.5. The Tenant is responsible for insuring their own belongings, furniture and furnishings in the Premises, and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Premises.

13.6. The Tenant and the Guarantor confirm their agreement with the Landlord's Privacy Policy which they made when completing their applications forms.

13.7. Where the Landlord's own title to the Premises is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the Term the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

13.8. The Landlord is responsible for ensuring the Premises comply with any applicable property licensing regulations for the duration of the tenancy. The Tenant agrees not to use the Premises in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.

13.9. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

13.10. The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales.

13.11. The operation of section 62 of the Law of Property Act 1925 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

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The Guarantor

The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Joint and Several" 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.

14.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement (including any variations to increase the Rent whether by agreement between the Landlord and the Tenant or pursuant to a notice given by the Landlord under section 13 of the Housing Act 1988). If the Tenant fails to pay the Rent or to observe or perform any of the Tenant Covenants, the Guarantor shall pay or observe and perform them and will be liable for the reasonable losses incurred in respect to the breach or breaches.

14.2. As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.

14.3. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy (falling as a liability on the estate) throughout the period that the Premises are occupied by the Tenant and is not limited to the Term of this agreement.

14.4. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

14.5. It is hereby agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

14.6. If requested by the Landlord, the guarantor agrees to provide written confirmation of an address in England or Wales for service of notices and other documents pursuant to this contract and the guarantor agrees that this will remain their address for service unless a replacement address within England or Wales is provided to the Landlord.

SAMPLE ONLY

Contract Digitally Signed By

Here is a list of people set out to sign the contract, and signatures where they have been collected.

The Tenant

Printed Name Tenant **Signature**

The Guarantor

Printed Name Guarantor **Signature**

The Landlord

Printed Name Landlord **Signature**

SAMPLE ONLY