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**ASSURED SHORTHOLD TENANCY AGREEMENT**

This is an Agreement for letting a dwelling on a fixed term assured shorthold tenancy

under Part 1 of the Housing Act 1988, as amended under Part 3 of the Housing Act 1996.

It sets out your and our rights and responsibilities under this Agreement.

**2 Harrington Road, Worcester WR2 5HB**

**Important Notice**

**You are strongly advised to read this Agreement carefully before agreeing to it. Once signed and dated it 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. We have endeavored to construct this Agreement using plain English, inevitably there remains a few legal expressions.**

**Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.**

**This is an important legal document and you should keep it safe for the lifetime of the Tenancy, as you may need to refer to it in the future.**

**If either party is in any doubt about the content or effect of this Agreement, we recommend the Tenant and Landlord seek independent legal advice before signing. You could consult for example, but not limited to, the student union, a Housing Advice Centre, solicitor or Citizens’ Advice Bureau (CAB).**

**THIS AGREEMENT IS MADE ON THE DAY OF 20**

**The Parties to this Agreement and the Property**

**THE LANDLORD:**

**A.** Woodhampton Lettings of Woodhampton End, Weather Lane, Astley Burf, Stourport On Seven, DY13 0SF

(**“Landlord” or “Landlords”)**

**THE TENANT :**

**B.**

(**“Tenant” or “Tenants”)**

 **THE PROPERTY TO BE LET, EXCLUDING THE LOFT , IS:**

 **Room 1 at 2 Harrington Road, Worcester, WR2 5 HB**

**The Main Terms of the Tenancy**

1. **Term of Tenancy. Check-in**
	1. We let **Room 1** at the Property of **2 Harrington Road, Worcester WR2 5HB** to you with the Contents as specified in the Inventory and Schedule of Condition for a fixed term Tenancy of 11 months starting on and including 1 September 2022 and ending at 11am on 31 July 2023 on the letting terms set out in this Agreement. You agree at least one tenant will attend your check-in on the first day of your Tenancy.
	2. Only the named individual in B above are allowed to live in this room at the property. No one else is allowed to live in this room unless you have our written permission.
	3. This Tenancy is subject to a satisfactory right to rent check of all named individuals in B above before you move in.
	4. If there is an existing tenant in the Property at the time this Agreement is signed then this Agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant fails to move out, then this Agreement will not take effect.
2. **Rent**
	1. You must pay the rent **in advance**, by electronic transfer to our nominated account (as set out in Clause 9.1). Your rent is **£\*\*\*\*** (\*\*\*\*) per calendar month. The first two-month’s rent instalment is **£\*\*\*\*** (\*\*\*\*) followed by three equal three-month’s rent instalments of **£\*\*\*\*** (\*\*\*\*\*) due in cleared funds by each of the following dates:

**01 September 2022 First two-month’s rent instalment £\*\*\*\***

**28 October 2022 Second three-month’s rent instalment £\*\*\*\***

**28 January 2023 Third three-month’s rent instalment £\*\*\*\***

**28 April 2023 Fourth three-month’s rent instalment £\*\*\*\***

**3 Renewing the Tenancy. Right to rent**

**3.1** At the end of the Term if you want to renew this tenancy, subject to our agreement, a new agreement will be signed.

**3.2** It is a condition of this Tenancy that anyone living in the Property is in possession at all times of a right to rent as set out by Section 22 of the Immigration Act 2014.

**3.3** This property may be subject to a mortgage.

**4 Deposit**

**4.1** The deposit will be protected by the DPS (Deposit Protection Service) contact details for this scheme are as follows:

**4.1.1** Name: The Deposit Protection Service

**4.1.2** Address: The Pavilions, Bridgewater Road, Bristol, BS99 6AA

**4.1.3** Telephone number: 08790 707 1707

**4.1.4** Email address: enquiries@depositprotection.com

**4.1.5** The deposit of **£300** will be paid once the landlord has received all signed paperwork for the tenancy and before the start date of the tenancy.

**4.1.6** The Landlord will not pay interest on the deposit.

**4.1.7** The deposit is held as security for the performance of the tenant’s obligations under this agreement and to compensate the landlord for any breech of those obligations.

**4.1.8** The landlord will endeavour to refund the deposit to the tenant, less any deductions, within 10 days once the following are completed:

 **4.1.8.1** Possession of the property has been returned to the landlord and all keys returned.

 **4.1.8.2** Both parties have confirmed their acceptance of any deposit deductions.

**4.1.9.** The deposit is not transferable by the tenant in any way.

**4.2.0** In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the deposit the tenant shall reimburse the landlord the further amount, within 14 days of the request being made.

1. **Type of Tenancy**
	1. This Agreement is an Assured Shorthold Tenancy as defined in section 19A of the Housing Act 1988 (as amended). The no-fault arrangements in Section 21 of the Housing Act 1988 for us to repossess the Property apply to this Agreement. This means you cannot claim any legal rights to stay on once the Tenancy has ended and a court order says you must leave. If we give you a Section 21 notice, we must give at least two months’ notice in writing. For more information you could consult for example, but not limited to, your student union, a Housing Advice Centre, solicitor or Citizens’ Advice Bureau, who can explain what this means.

**6 Extension to the Term**

**6.1** If the Tenancy extends for longer than 11 months, with or without our permission, then this Agreement will carry on as a contractual periodic tenancy. We may adjust the rent either higher or lower on the first and each subsequent Tenancy anniversary. The maximum adjustment will be 5% for any single rent review.

**Compensation to Us for Your Breach of Your Tenancy Agreement**

**7 Dealing with your breach of this Tenancy Agreement**

* 1. You agree to pay, within 14 days of receiving the claim, any reasonable damages for losses suffered by us due to your breach of the Terms of this Agreement.
	2. We shall notify you in writing of any claims to be made under this Agreement. That notice shall specify the amounts claimed and the reasons for the payment.
	3. You agree that any compensation claimed by us, which may be payable by more than one Tenant, should be transferred electronically to our nominated account, (as set out in Clause 9.1), in **one** complete settlement payment.
	4. We may claim compensation from one or more of you at your last known address. If the compensation that we have claimed is not paid within 14 days then we will claim the compensation from the Guarantors.
	5. **You agree we may claim reasonable damages from you for losses suffered by us in respect of any or all of the following breaches of this Tenancy Agreement:**

**7.5.1**

**The reasonable cost of making good any damage to the Property and Contents or anything else for which you may be responsible which is not caused by Fair Wear and Tear. This excludes any damage resulting from our failure to carry out any repairs for which we are responsible. We will make allowance for the age and condition of any item as at the start of the Tenancy;**

**To replace an item listed in the Inventory and Schedule of Condition with a matching article of a similar kind and of equal value, which is destroyed, damaged, soiled, missing or lost during the Tenancy;**

**Where you have made any addition or alteration to the Property or you have redecorated the Property without our prior written permission, cover the reasonable costs incurred by us in removing or reversing any such addition or alteration or in re-instating the former decorative scheme;**

**7.5.2**

**7.5.3**

**7.5.4**

**The reasonable cost of any cleaning required to the Property and Contents at the end of the Tenancy to bring them up to the same standard of cleaning as at the start of the Tenancy as noted in the Inventory and Schedule of Condition. This includes, but not limited to, the cleaning of appliances; shampooing of carpets; washing, ironing or dry cleaning curtains and furnishings e.g. loose furniture covers and cleaning windows internally and externally;**

**Any rent or other money you owe us which is unpaid after the end of the Tenancy;**

**7.5.5**

**7.5.6**

**Any unpaid accounts both during and after the end of the Tenancy for example, but not limited to, communication services (e.g. telephone, television, cable or satellite packages) or Council Tax for the Property for which you are responsible. If we are obliged to pay any bills or charges you owe, we may claim compensation from you;**

**Reasonable damages to us for losses suffered by us that result from you breaching any of the Terms in this Agreement.**

**7.5.7**

**7.6** If we cannot agree any of these amounts, the matter will be decided by the county court unless you and we can agree on some other way of sorting out the dispute.

**Your Obligations**

**8 General**

* 1. Obligations in this Agreement which prohibit you from doing something or permit you to do something shall also be understood as an obligation on you to prohibit or permit the same act on your visitors to the Property.
	2. You are singly Liable for the obligations in this Agreement. If the rent is not paid or there are further breaches of this Agreement then you and your guarantor can be held liable. We can take legal action against you for any breach of this Agreement by you.
	3. Make good or compensate us for any failure by you to comply with the obligations set out in this Agreement.

**9 Paying rent**

**9.1** Pay the rent to us referred to in Clause 2.1 whether we have or have not asked you for it. You agree to pay the rent by electronic transfer to bank sort code \*\*\*\*\*\*, account number \*\*\*\*\*\* in the name of Woodhampton Lettings Ltd. If there are any charges to us for your money transfers to our bank account then you agree to compensate us for these charges in addition to the rent that is due.

**9.2** If the rent is accepted from a party other than you, it shall be deemed to be accepted for and on behalf of you and will not confer on the third party any rights as the Tenant.

**10 Further charges to be paid by you**

**10.1** You are not responsible for Utility Bills electricity, gas, water, sewerage and broadband (subject to fair usage) but are responsible for other services (e.g. telephone, television, cable or satellite packages) or television licensing. This includes the cost of reconnection of any of these services, if they are disconnected due to your non-payment. You agree to put the these supplies in your name.

**10.2** You agree to pay promptly to Worcester District Council any demands for Council Tax or similar property taxes that might be charged in addition to or replacement of it during the Term. You agree to compensate us for any Council Tax, which during the tenancy we become obliged to pay, because you haven’t paid a demand for Council Tax or you cease to live at the Property. Students can complete an exemption form online.

**10.3** Pay the reasonable legal and related costs which we have to pay in connection with:

recovering unpaid rent or other money due under this Agreement;

steps taken if you fail to keep to the Terms of this Agreement (including the costs for our attempts to make you keep to this Agreement); or

recovering possession of the Property.

  **10.3.1**

 **10.3.2**

 **10.3.3**

**10.4** You will be liable for the reasonable cost of repairs where the need for them is attributable to your failure to comply with the obligations set out in Clauses 15.3, 15.4 and 16.11. If you request a repair or replacement and the need for a repair, replacement or other issue is attributable to carelessness, deliberate damage, misuse, fault or negligence by you or anyone else living in or visiting the Property, we may claim reasonable compensation from you for making good this damage, replacement or other issue.If you do not repair damage you are responsible for, we can claim the reasonable cost of making good this damage from you or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the Property (after giving you at least 24 hours’ written notice) and carry out the work. You will have to compensate us for the reasonable cost of this work.

**10.5** You agree to arrange for the removal of all vermin, pests and insects, for example, but not limited to, ants, bedbugs, bees, carpet beetles, cockroaches, dust mites, earwigs, fleas, flies, hornets, mice, moths, rats, silverfish, slugs, snails, wasps and woodlice if the infestation occurs during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of us to fulfil our repairing obligations.

**10.6** You agree to pay us a permitted minimum fee of £50 if you request an Assignment, Novation or Variation of the Tenancy Agreement and we agree to the tenancy change e.g. a new fulltime student replaces an existing tenant.

1. **Repair, maintenance, improvements and cleaning**
	1. Take reasonable measures to keep the inside of the Property in a similar state, cleanliness, tidiness and decoration throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. Reasonable tasks for you to do as often as necessary, but not limited to, are to clean kitchen and sanitary appliances; shower wastes and windows. You are not responsible for:

**11.1.1**

Fair Wear and Tear;

any damage caused by fire unless that damage was caused by something done or not done by you or any other person permitted by you to reside, sleep in or visit the Property;

repairs for which we have responsibility (these are set out in Clause 25.3).

**11.1.2**

1. You agree to carry out Tenant Repairs by behaving in a Tenant like Manner.
2. You agree to clean the Property at the end of the Tenancy to the same standard to which the Property and Contents, including, but not limited to, appliances, carpets, curtains, loose furniture covers and windows were cleaned at the start of the Tenancy, as stated in the Inventory and Schedule of Condition. If you engage a cleaning contractor, window cleaner, hire cleaning equipment or dry clean furnishings you agree to provide us with receipts or other evidence of the work carried out to comply with this clause.
3. You agree to inform us, as soon as reasonably possible, about any repairs that are needed to the Property.
4. You agree to provide us with details of any loss or damage to the Property and Contents within a reasonable time of the loss or damage being noticed by you.
	1. You agree to reasonably assist authorised contractors and us before, during and after work has been completed at the Property. For example, but not limited to, moving furniture, disposing of simple rubbish and light cleaning.
	2. You agree authorised contractors can reasonably use gas, water or electricity at the Property to carry out their work.
	3. You agree to keep all battery-operated items, for example, but not limited to, doorbells and clocks, in good working order, provided they were working at the start of the Tenancy, by replacing batteries promptly where necessary.
	4. You agree not to disable and to regularly test the smoke, heat and carbon monoxide alarms in the Property at least once a month and inform us promptly if they are not working properly.
	5. You agree to promptly replace any broken glass with the same quality glass and repair or replace any damaged Contents where you or your visitors caused the damage during the Tenancy. You should contact us for advice before making any arrangements.
	6. Take all reasonable measures to avoid blocking or putting harmful or damaging substances into the sinks, showers, baths, lavatories, cisterns, waste or soil pipes. Blockages you would be responsible for include, but not limited to, putting inappropriate items in the toilet e.g. feminine products, depositing fat into or not removing hairs from a plughole.

**11.12** You agree to promptly replace consumables when necessary, including, but not limited to, defective light bulbs; fluorescent tubes; starters; fuses; batteries; plastic or compostable bin liners; non-stick oven liners and oven extractor hood and vacuum cleaner filters ensuring, where appropriate, all reasonable safety precautions are observed.

**11.13** The Contents must remain at the Property unless you have our written permission to remove them (we will not unreasonably withhold this permission).

* 1. You agree not to spend money on our repairs without our written permission (we will not unreasonably withhold this permission).
	2. You agree to compensate us for any damage to the Property or loss, if the police or any other enforcement officer breaks into the Property as a result of any criminal activity by you or anyone else living in or visiting the Property.
	3. To help control the risk of exposure to Legionella bacteria use hot and cold water outlets at least once a week to minimise the chances of stagnation. If you are going away e.g. during a vacation, leave the shower hoses hanging down and on return, fully turn on **slowly** all taps and showers and flush through for at least two minutes. If hot or cold water outlets are used irregularly e.g. bath taps, regularly fully turn on the taps **slowly** and flush through for at least two minutes. Leave the room whilst the water is flowing. Regularly clean, disinfect and descale showerheads.
	4. You agree our contractor(s) will carry out any works at the Property for which we are responsible or repairs to damage that you are responsible for, which you have not repaired after reasonable notice or by the end of the Tenancy. This includes any agreed checkout repairs or other works that you are responsible for after the checkout.

**12 Insurance**

**12.1** You are advised to take out insurance with a reputable insurer for your possessions. You are responsible for insuring your home contents. We will not insure any items belonging to you. Consider including a range of events as part of your insurance, for example you lose an entrance key and you have to pay the cost of replacing lock(s); flood, fire, smoke damage and you or your visitor’s accidental, negligent or malicious damage to the Property and Contents.

**13 Access for repairs, improvements, inspections and viewings**

* 1. Allow us or any other person acting on our behalf reasonable access to the Property after having received at least 24 hours’ written notice, unless access is required urgently. Access may be required to:

inspect its condition and state of repair; check it isn’t being used for anything that breaches the Tenancy conditions and it doesn’t breach the Homes (Fitness for Human Habitation) Act 2018. There will be at least three inspections during the Tenancy. You will receive an inspection report, which may include photos;

prevent damage to the Property, carry out our repairing obligations and other obligations under this Agreement;

carry out any inspections required by law including, but not limited to, gas and electrical safety inspections and to carry out any works, repairs or maintenance required by law;

 **13.1.1**

 **13.1.2**

 **13.1.3**

 **13.1.4**

deal with any nuisance arising in the Property or elsewhere;

allow the Property to be viewed by any person who is carrying out any business in relation to improving the Property, selling or valuing the Property, is a prospective purchaser or a prospective tenant of the Property;

carry out a check of the Inventory and Schedule of Condition at the termination of the Tenancy; and

look over the Property every 14 days during the period the Property is to be unoccupied for more than 30 consecutive days, to keep the Property insured and to take reasonable precautions to mitigate damage.

 **13.1.5**

 **13.1.6**

 **13.1.7**

* 1. You agree to let us, or persons acting on our behalf, to enter the Property immediately whether you are there or not if there is an Emergency.
	2. You agree to allow us to erect a reasonable number of ‘for sale’ or ‘to let’ signs at the Property during your Tenancy.
	3. **Assignment, subletting and occupiers in the Property**
	4. You must not take a lodger, sublet or part with or give up to another person possession of the Property unless you have our written permission (we will not unreasonably withhold this permission). And if you do so (even if we have given permission) you will be legally responsible for carrying out all right to rent checks as set out in Section 22 of the Immigration Act 2014, on any tenants or other people living in the Property.
	5. You agree not to transfer the Tenancy to someone else unless you have our written permission (we will not unreasonably withhold this permission).
	6. You agree all Tenants or replacement Tenants will be full time students, with a guarantor that is acceptable to us.
	7. The maximum number of people permitted to permanently live in the Property is 4 (four). A non-paying guest staying overnight on an occasional basis is permitted. A non-paying guest staying overnight regularly for more than three nights a week could be interpreted as 5 people living in the house and as a consequence it may break the House in Multiple Occupation (HMO) license regulations. You must not do anything that means the Property needs to be licensed by a local authority. If you allow 5 or more people to occupy the Property, without our written permission, you agree to compensate us for all reasonable legal costs and related expenses incurred in the event of action being taken against us by a third party for the reason the occupants have exceeded the permitted number. An example where such costs may be incurred by us, but not limited to, would be if we were prosecuted under Section 72 of the Housing Act 2004.
	8. **You MUST do the following**
	9. Use the Property only as a private residence for your occupation.
	10. As our tenant you must treat the Property as your only and main home.
	11. Take all reasonable frost precautions to avoid damage to pipes or equipment in the Property. If the Property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave the central heating on all day to maintain an internal temperature of at least 13°C to prevent the water system from freezing.
	12. Reasonably avoid condensation and mould by sufficiently heating and ventilating the Property.
	13. Follow instructions supplied for example, but not limited to, electrical appliances and the gas boiler.
	14. Take all reasonable precautions, if you use a charcoal barbecue on the Property. For example, but not limited to, do not use it in an enclosed space or indoors, because there is a serious risk of carbon monoxide poisoning; put a barrier between the attendees and the hot BBQ; site it on a flat, sturdy surface away from the house, outbuildings, wooden fences, trees and shrubs; only use a starter fluid, gel or firelighter that is meant for charcoal grills; never leave it unattended; keep a bucket of water nearby for emergencies; ensure it is fully extinguished after use and dispose of ashes responsibly.
	15. Only use a non-damaging product, for example, but not limited to, to hang pictures, posters or festive decorations. Common causes for which you would be responsible for redecoration and or repair, but not limited to, are holes, stains or damage caused by adhesive putty, Sellotape or equivalent, glue, pins, nails and screws or paint and wallpaper is damaged when, for example, but not limited to, pictures, posters or festive decorations are removed from walls.
	16. Make requests in writing to us for modifications under the Equality Act 2010 (we will not unreasonably withhold these modifications under the Equality Act 2010). You agree to pay the costs of removal, reinstatement and repair of any damage done if consent is granted or this clause is breached.
	17. Take responsibility (under the Occupier’s Liability Act 1984) for all guests and visitors at the Property.
1. **You and your visitors MUST NOT do the following**
	1. Allow the Property to be used for any trade or business or take in paying guests unless you have our written permission (we will not unreasonably withhold this permission). In particular, it will not be unreasonable for us to withhold permission if there is a reasonable likelihood that the proposed use would:

**16.1.1**

give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or

cause a nuisance to the occupiers of neighbouring properties; or

significantly increase wear and tear to the Property.

**16.1.2**

**16.1.3**

* 1. Do anything which causes or is likely to cause a nuisance to anyone living in the area. Under section 153A (1) of the Housing Act 1996, antisocial behaviour is behaviour which can cause a nuisance or annoyance (even if we do not receive a complaint) and which directly or indirectly relates to or affects the way we manage our Property. Section 1 (1) of the Crime and Disorder Act 1998 defines antisocial behaviour as acting in an antisocial way that causes or is likely to cause harassment, alarm or distress to anyone else. You are responsible for your behaviour and the behaviour of anyone else visiting you, while they are in your Property or in the local area. The local area includes the whole of the neighbourhood, including local shops and facilities serving the local area;
	2. Harass anyone in the local area for any reason.Harassment is defined as any unwanted behaviour directed at a person or group of people which is offensive. It is behaviour that interferes with the peace and comfort of individuals or groups and which intimidates them or damages their confidence.
	3. Carry out antisocial or criminal behaviour for example, but not limited to, use or threaten violence; carry out criminal, immoral or illegal activity in the Property; be involved in drug and alcohol abuse, substance abuse or drug cultivation, manufacture or dealing; behave in a racist or hateful way, including producing or promoting racist and hateful literature or letters or verbally abuse somebody because of their ethnic background, nationality, age, disability, religion or sexuality; use verbal abuse and offensive gestures; damage property including cars and bikes; dump rubbish (fly-tipping); write and spray graffiti; throw things out of windows; park motor vehicles that block access for pedestrians or vehicles and illegally store firearms including replica guns.
	4. Carry out an action or event that affects another person’s enjoyment of their property, whether that action or event is intentional or not for example, but not limited to, play loud music, bang or slam doors, offensive behaviour resulting from drunkenness, abandon vehicles, make a lot of noise during unsocial hours, particularly between 11pm and 7.30am, use surveillance equipment or drones in a way that interferes with the privacy of other people in the locality.
	5. Permit or allow the commission upon the Property of any act, which would lead to our prosecution.
	6. Smoke tobacco or use electronic cigarettes in the house. Smoking when leaning out of a window is classed as smoking in the house. Smoking tobacco and electronic cigarettes is permitted in the garden, however you should be more than 3 metres away from the Property or windows, so that smoke or vapour doesn’t drift in to the Property.
	7. Tamper with any fire precautions.
	8. Bring any bicycles, motorcycles, prams or similar items into the house unless you have our written permission (we will not unreasonably withhold this permission).
	9. Obstruct any means of escape including, but not limited to, staircases, passageways, corridors, halls, lobbies, entrances, paths and yards (internal and external).
	10. Make any addition or alterations to the Property or decorate or change the style or colour of the decoration whether it is internal or external unless you have our written permission (we will not unreasonably withhold this permission).
	11. Move furniture or fixings which are fixed to a wall, floor or ceiling e.g. by screws or a strap.
	12. Damage the kitchen work surfaces. Use for example, but not limited to, the supplied chopping board(s).
	13. Damage the wooden or laminate flooring with for example, but not limited to, your footwear or furniture.
	14. Alter or add anything to the inside or outside or structure of the Property for example, but not limited to, any aerial, satellite dish, cable television, camera, advertisement, notice, sign or board, unless you have our written permission (we will not unreasonably withhold this permission). You must not display any permanent notice on the Property.
	15. Bring into the Property any chemicals, gases or materials, except those needed for everyday domestic use. You must not use or store in the Property any portable heating equipment fuelled by paraffin, bottled gas or oil.
	16. Bring into the Property any furniture, fixtures or household belongings, which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations, which applied at the time the furniture was made.
	17. Dry washing inside the Property, except in the tumble dryer or in a ventilated room suitable for these purposes.
	18. Leave washing machines, tumble dryers and dishwashers running overnight or when the Property is unoccupied.
	19. Burn dangerous substances in the Property. For example, but not limited to, scented oil, incense, fireworks and live coals. Candles are permitted, provided you follow instructions and reasonable safety precautions. If the use of candles or diffusers damages the decoration and Contents in the Property then you will have to compensate us for the reasonable cost of repairing this damage and replacing damaged items.
	20. Use, install or keep in the Property any type of electrical apparatus or other items, which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
	21. Block ventilators in an enclosed small space that contains a gas meter.
	22. Block or disconnect bathroom or other air vents and automatic humidity ventilators.
	23. Use a shower or bath without stepping onto and using the safety mat(s) provided.
	24. Access or enter the loft or cellar, except in an Emergency or for us or our authorised contractor to inspect or carry out works.

**17 Utilities**

* 1. You must not tamper, interfere with, alter, add or install or cause or authorise installations relating to the supply of gas, electricity, water or other services to the Property, including the installation of any prepayment, replacement or smart meter, unless you have our written permission (we will not unreasonably withhold this permission).
	2. You agree to shut off the main valve or switch if the gas, water or electricity seems not to be working correctly.
	3. You agree to compensate us for all costs incurred in the re-connection or modification of any utility supply or service mentioned in Clause 10.1, including any money owing and any other reasonable costs, following disconnection or modification of any utility equipment, supply or service whether caused by your failure to comply with Clause 10.1 or by anything done or not done by you or your visitors.

**18 Animals and pets**

**18.1** You must not keep any pets, animals, reptiles, insects, rodents or birds at the Property without our written permission (we will not unreasonably withhold this permission). We can withdraw this permission if we have a good reason.

**19 Leaving the Property empty**

**19.1** Inform us, in good time, of the dates when the Property is to be left vacant for more than 30 consecutive days.

**20 Security of the Property, locks and alarms**

* 1. Whenever you leave the Property unattended, you must lock all the doors and windows.
	2. You must not disable or change the door locks or lock combinations and or have any duplicate keys cut without our written permission (we will not unreasonably withhold this permission). Keys must not be kept in door or window locks and must be stored out of sight in the Property.
	3. If we call out a contractor, because you or your visitors have accidently or negligently have locked yourselves out of the Property you will have to compensate us for the reasonable costs of the call out and any associated works.
	4. All supplied keys and combination padlocks must be returned at the end of the Tenancy, including any keys you have cut during the Tenancy. If a combination padlock is missing, damaged or doesn’t open when the code listed in the Inventory and Schedule of Condition is entered or a key(s) is not returned at the checkout you agree to compensate us to replace 6 new keys, their associated lock(s) and combination padlock(s).
	5. If a key for gaining entry to the Property is lost during the Tenancy or not returned at the end of the Tenancy, you agree to pay the reasonable cost to fit a similar lock or locks, if doors are keyed alike, and cut 6 new keys.
	6. When the Property is unoccupied if you e.g. leave a window open, an external door unlocked or a key is found outside the house and the house is burgled, you may have to compensate us to repair damage and replace our stolen items.
	7. Permit our authorised contractors and us to hold keys, lock combinations and the burglar alarm code for the Property for the purpose of management, entering the Property in an Emergency or gaining access with your permission.

**21 Gardens**

* 1. You agree to keep the gardens, gravel, patios and other hard areas e.g. concrete slabs and drive ways, hedges, flower beds and shrubs in a similar condition, free from refuse, swept of dead leaves, as they were at the start of the Tenancy. You must not change the garden design or remove, trees, shrubs or plants. Trees, shrubs and plants may need pruning during and at the end of the tenancy to return them to the state they were at the start of the Tenancy. If the gardens are not maintained in a reasonable condition and there is no improvement within the period of notice given, we may then enter the Property (after giving you at least 24 hours’ written notice) and carry out the work. You will have to compensate us for the reasonable cost of this work.
	2. When not in use garden furniture must be kept inside a garden store or shed if available. High winds may damage garden furniture. Do not put hot items on garden tables. You will have to compensate us for damaged garden furniture.

**22 Refuse and recycling**

1. You agree to comply with Worcester District Council (WDC) recycling and refuse policy by using the correct containers supplied by WDC for that purpose and to place them at the edge of your Property, where it meets the public highway by 7am for collection. Do not put them out before 7pm the night before collection. Wheelie bins and recycling containers should be returned to the Property as soon as possible after collection.
2. Wheelie bins must not be stored on the public highway, pavement or in an alley. They must be stored on the Property between collections.
3. You agree to use the WDC wheelie bins to remove regularly and promptly all refuse and recycling from the Property.
4. You agree that all general refuse that cannot be recycled is placed and kept inside a plastic or compostable bag before placing it in the black wheelie bin to help keep your bins clean and prevent for example, flies and bad smells.
5. You agree to pay any charges to WDC and dispose of all refuse and recycling through the local authority services.
6. You agree to compensate us for all reasonable legal costs, related expenses and charges incurred in the event of action taken against us by a third party for your placing waste and recycling in incorrect wheelie bins and recycling containers.
7. Refuse and recycling must not be allowed to accumulate uncontained in the gardens, shed or house, so that it attracts scavengers and vermin, for example, but not limited to, rats or it becomes a potential health hazard to you or others.
8. You agree not to leave your uncontained waste outside the Property boundaries. This may be classed as fly tipping under Section 79 Environmental Protection Act 1990.
9. You agree to dispose of any excess refuse or recycling over time using the supplied WDC containers or you could take excess refuse and recycling to a local facility for example, but not limited to, the Household Waste Recycling Centre in Horseford Road, Worcester WR2 6BZ
10. You agree to keep the refuse and recycling bins clean during the Tenancy.
11. You agree that all refuse and recycling will be removed from the Property and the refuse and recycling bins will be empty and clean at the end of your Tenancy.
12. It is your responsibility to make sure your wheelie bins are kept safe. If a wheelie bin lid is missing, damaged, vandalised or stolen you agree to replace it with a similar wheelie bin from Worcester District Council.

**23 Vehicle parking**

**23.1** You agree to park private vehicles only at the Property and without causing an obstruction.

**23.2** You or your visitors must not abandon any vehicle on or in the vicinity of the Property.

**23.3** You must not give permission for anyone else to park vehicles on your Property, other than you or your visitors.

**24 Inventory and checkout**

* 1. An Inventory and Schedule of Condition will be arranged by us prior to the commencement of the Tenancy. At the check-in you will check and sign the Inventory and Schedule of Condition and read the meters. Unless written comments or amendments are received by us within 7 days of the Tenancy commencement, you acknowledge the Inventory and Schedule of Condition will be regarded as a true and accurate record of the Property and Contents and their condition at the start of the Tenancy. The Inventory and Schedule of Condition will be used as a basis to assess all damage, loss, dilapidation and standard of cleaning during the checkout at the end of the Tenancy.
	2. At the end of the Tenancy you must leave all furniture and contents in the rooms and places they were at the start of the Tenancy.
	3. We will encourage you to attend our checkout inspection. The Inventory and Schedule of Condition will be used to assess whether there have been any breaches to your obligations. For example, but not limited to, whether the Property has been cleaned to the original standard or there are any losses or damage. If there are any deficiencies and defects, they will be recorded on the Checkout Form attached to the Inventory and Schedule of Condition which, if you are present, you and we will sign at the checkout. Your presence will give you the opportunity to dispute or explain any deficiencies or defects discovered at the checkout or to take any immediate remedial action by negotiation with our agent or us.
	4. We may remove, store, sell or otherwise get rid of any of your furniture or goods which you refuse to move or fail to remove from the Property at the end of the Tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the Tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items, which reasonably appear to us to be recycling, waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 day period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). You will be responsible for the reasonable costs, which we may have because of this. Likewise, we may seek reasonable compensation for storage. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling your furniture or goods.
	5. You agree that after your checkout you will make arrangements to have your mail and goods sent to your forwarding addresses. You agree that such arrangements are your sole responsibility and are not our responsibility. We will not be responsible for any loss or costs, which you may suffer as the result of mail and goods not being forwarded to you after the end of your Tenancy.
	6. You may leave a reasonable quantity of extra coat hangers and cleaning products in the Property after the checkout.

**Our Obligations**

**25 Our obligations**

* 1. As long as you pay the rent and comply with your obligations in this Agreement, we shall allow you quiet enjoyment of the Property during the Tenancy without any unlawful interruption by us.
	2. To ensure that all consents necessary to permit us to enter into this Agreement (whether from mortgagees, insurers or others) have been obtained.
	3. Under Section 11 of the Landlord and Tenant Act 1985, we are required to keep in repair;

The structure and exterior of the Property, including drains, gutters and external pipes.

And proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation, including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).

And proper working order the installations in the Property for space heating and heating water. This obligation arises only after you have given notice to us as set out in Clause 11.4.

**25.3.1**

**25.3.2**

**25.3.3**

* 1. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations, which applied when the furniture was made.
	2. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the Property are checked each year by an engineer registered with Gas Safe.
	3. We will insure the buildings and our contents of the Property under a general household policy. This does not apply to the policy excess. There will be no liability on us to insure the Property or the Contents against accidental damage by you or your visitors or damage due to you or your visitor’s negligence, fault or failure to act reasonably. Our insurance provider, conditions and excesses may change.
	4. In accordance with Section 11 of the Landlord and Tenant Act 1985, we are not required to:

**25.7.1**

Repair anything which you are liable to repair by virtue of your duty to take reasonable care of the Property; or

Rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or

Keep in repair or maintain anything, which you are entitled to remove from the Property.

**25.7.2**

**25.7.3**

* 1. We confirm that our portable electrical appliances are tested annually and that the Property has achieved a satisfactory Electrical Installation Condition Report carried out in accordance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (British Standard 7671).
	2. We will repair all our mechanical and electrical appliances listed in the Inventory and Schedule of Condition, unless the need for repair is because of you or your visitor’s negligence or misuse. We comply with our obligations if we carry out the necessary works or repairs within a reasonable time after the day on which you inform us about the repair.
	3. You agree that sometimes it is necessary for parts or a new product to be ordered in the event of breakdown or repair and they may take many days to arrive, particularly if out of stock, difficult to source, unusual or required at peak or seasonal times or for example, an insurance company, engineer or contractor takes longer to make an appointment at peak times. You agree compensation cannot be claimed from us due to delays, if it is beyond our control.

**Ending or Interrupting this Agreement**

**26 Ending the Tenancy and re-entry**

**26.1** This Assured Shorthold Tenancy may be ended by:

The Tenancy reaching its end date;

Us giving you at least two months prior written notice that we require possession of the Property; and

It is at least six months since the start of the Tenancy of the original Agreement.

 **26.1.1**

 **26.1.2**

 **26.1.3**

**26.2** If any of the grounds (reasons) specified in Clause 26.3 apply we may seek to repossess the Property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving you notice under Section 8 of the Housing Act 1988 of our intention to apply to court for possession and, subsequently, applying to the court for a possession order.

**26.3** The grounds referred to in Clause 26.2 are the following grounds (reasons), which are contained in Schedule 2 of the Housing Act 1988:

(mortgagee (lender) entitled to possession);

(at least 8 weeks’ or two months’ rent arrears);

(some rent overdue);

(you are persistently late in paying the rent);

(breach of any term(s) of the tenancy agreement);

(condition of the property has deteriorated due to acts etc. of you or another occupant);

(you or other person residing in or visiting the property is guilty of nuisance/annoyance in the locality or

convicted of a criminal offence in relation to the property or committed in the locality);

(condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by you

or another occupant); and

(we were induced to grant the tenancy by a false statement made knowingly or recklessly by you or a

person acting on your behalf).

Ground 2

Ground 8

Ground 10

Ground 11

Ground 12

Ground 13

Ground 14

Ground 15

Ground 17

Your rights under the Protection from Eviction Act 1977 are not affected by this clause.

**26.4** If the Tenancy ceases to be an assured shorthold tenancy e.g. if all of you cease to occupy the Property as your principal or only home, we reserve the right to end the Tenancy (usually referred to as forfeiture and re-entry) if:

**26.4.1** Your rent hasn’t been paid 14 days after you should have paid it, whether we have or haven’t asked you for it;

**26.4.2** You (or any of you) are declared bankrupt; or

**26.4.3** You breach any Term of this Agreement.

**26.5** We may repossess the Property under Ground 1 in Schedule 2 of the Housing Act 1988 (this applies if we have lived in the Property as our only or main home or plan to do so).

**26.4.1** The rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

**26.4.2**  You (or any of you) are declared bankrupt; or

**26.4.3** You breach any term of this Agreement

.

**26.6** We may give written notice to you that we seek possession of the Property. If you do not comply with that notice, we will bring this Agreement to an end and re-gain possession of the Property by complying with our 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 you to remain in the Property will end. This clause does not prejudice any other rights that we may have in respect of your obligations under this Agreement. You could contact a solicitor, Citizens’ Advice Bureau or legal advice centre, who will tell you what this means.

**26.7** We may have to lawfully re-enter the Property if you do not have the right to rent in the United Kingdom.

**26.8** If you give us notice that you are going to leave the Property before this Agreement has ended, you must pay any monies for which you remain liable under this Agreement and continue to pay the rent in advance for each rent period until a new full time student tenant(s), with a guarantor(s) that is acceptable to us, moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so.

**26.9** The end of this Tenancy does not release you from any further obligations you may have under this Agreement.

**26.10** You agree to return the Property to us at the end of the Tenancy, including the Contents, in the same condition and order as at the commencement of the Term, except for Fair Wear and Tear, and in accordance with your obligations and to hand over all keys at the end of the Tenancy

**26.11** You must give us vacant possession at the end of the Tenancy.

**27 Interruptions to the Tenancy**

**27.1** You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent, which you do not have to pay, will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day’s rent). Likewise, if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because the damage was caused by your negligence or failure to comply with your obligations under this Agreement.

**27.2** We will not be obliged to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other unavoidable accident. In such cases the Tenancy will end on the day the Property becomes unfit for occupancy. We have no obligation to re-house you.

**Data Protection, Notices, Guarantors and Other Conditions**

**28 Data protection and notices**

**28.1** We are registered under the Data Protection Act 1998.

**28.2** You agree each of you has received our privacy notice detailing our data protection policies.

**28.3** We will need information from you to manage your tenancy. Sometimes we may have to give your personal information to other people or organisations, for example our contractors, potential tenants, the local council, utility or water companies. For more detailed information on how we handle your data read our privacy notice.

**28.4** We agree we will communicate electronically from time to time, e.g. by email or text, including agreeing the serving of any notices given under or in connection with this Agreement, which are required to be given as a hard copy in writing may alternatively be served electronically for example by email; to inform each other of for example, but not limited to, contractor’s visits, repairs and progress; prospective tenant information, appointments; rent, landlord visits and other reminders; late payment of rent; new tenancy agreement; updating or serving documents e.g. Landlord Gas Safety Record, Energy Performance Certificate (EPC), Electrical Installation Condition Report (EICR) and How to Rent: the checklist for renting in England and updating and disseminating information and inspections of the Property.

Our email address for these purposes is: Woodhamptonlettings@gmail.com. This email address may change.

**28.5** You agree that we will serve all notices for example, a notice of seeking possession, to your last known address. We will treat your last known address as this Property, unless you tell us you have moved. We will serve all letters and notices using one of the following ways. We will consider you have received the letter or notice on the second day after posting by first class post; on the next day if we delivered it by hand through your letter box; on the same day if we hand it to you personally on your doorstep.

**28.6** We notify you that according to sections 47 and 48(1) of the Landlord and Tenant Act 1987 the address at which notices (including Notices of Proceedings) or other written requests may be sent or served on us is:

 **Woodhampton End, Weather Lane, Astley Burf, Stourport on Seven, DY13 0SF**. This address may change.

**28.7** You shall promptly and as soon as reasonably practicable redirect post to the address set out in Clause 28.6 any notice or other communication addressed to us, which is delivered or posted to the Property.

**28.8** You agree to inform us of any change to your telephone or mobile number(s) and email addresses within a reasonable time of being given the new number or email address.

**29 Guarantors**

**29.1** You agree that each of you will need a Guarantor.

**29.2** You and we acknowledge that we have entered into a separate Deed of Guarantee with your Guarantors, under the terms of which we will seek to recover any outstanding claims you owe should they not be paid by you in accordance with the Terms in this Agreement.

**29.3** This clause applies if a guarantee ends because a Guarantor dies or becomes bankrupt. If it is reasonable for us to do so, within 2 months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give reasons as to why we need a new Guarantor. The Guarantor must then, within 28 days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end. You must tell us as soon as you become aware that a Guarantor has died or has become bankrupt.

**30 Other conditions**

**30.1** The Energy Performance Certificate (EPC) for this Property was attached to this Agreement prior to signing.

**30.2** No one else will benefit from this Agreement as permitted by the Contracts (Rights of Third Parties) Act 1999.

**30.3** In the event that any part of this Agreement becomes, or is declared, illegal, invalid or unenforceable the remainder of this Agreement will continue to be valid and enforceable.

**30.4** Headings in this Agreement shall not affect its interpretation.

**30.5** References to the singular include the plural and vice versa.

**30.6** References to clauses are to clauses in this Agreement.

**30.7** A reference to a statute or statutory provision in this Agreement is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment of the law concerned.

**30.8** This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the English Courts.

**30.9** This document is a deed and has been executed as a deed.

**Definitions and Interpretation**

This section sets out what we mean when we use particular terms in this Agreement:

**“Agreement”, “Agreements”** references to Agreement or Agreements are references to this Tenancy Agreement.

 **“Assignment, Novation or Variation of the Tenancy Agreement”.** Assignment means the process whereby a person, the assignor, transfers rights, obligations or benefits to another, the assignee, for example, where a new tenant takes the place of an existing tenant. Novation involves the creation of a new contract and requires consent of all parties. Variation is the act of changing or adapting a contract.

**“Contents”** means anything listed in the Inventory and Schedule of Condition. This includes, but is not limited to, the “Fixtures and Fittings”, furniture, electrical appliances, household belongings, House Handbook, instructions, keys and installations for supplying or using gas, electricity and water.

**“Deed of Guarantee”** is a separate agreement between a Guarantor and us.

**“Emergency”** includes something which, if not dealt with by us or you immediately, would put at imminent risk the Property and Contents or health and safety of you, your visitors or other persons residing in the vicinity. This includes, when the Property is unoccupied, the burglar alarm activates or it is inadequately secured against unauthorised entry or vandalism.

**“Fair Wear and Tear”** is the deterioration in the condition of the Property and its Contents, which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. It is our decision on what is fair wear and tear and what is excessive dilapidation. Fair wear and tear refers only to the ‘condition’ and not the ‘cleanliness’ of the Property or Contents. The Property must be left cleaned to the same standard at the end of the tenancy as it was at the beginning. These examples, but not limited to, are **NOT** fair wear and tear: failure to replace dead light bulbs; failure to return the garden in a similar condition as at the start of the Tenancy; lack of cleaning to original standard; burnt on grease on cookers, doors, shelves, side supports, roasting dishes and hobs; greasy kitchen extractor hoods or dirty filters; dirty extractor fans in bath/shower or other rooms; failure to clean on top of kitchen cupboards, under and behind appliances, beds and other furniture; stained toilet; limescale on a sink, showerhead, glass shower screen or tap; residue in a washing machine soap dispenser; blackening of door seals on appliances; a stained or damaged mattress; stained, cut, torn or burnt carpet; damaged wooden flooring, a wall or ceiling and mouldy safety shower mats. See also “Tenant Repair” in this section.

**“Fixtures and Fittings”** includes anything attached to the Property and anything that is freestanding or hung by a nail or hook. It includes, but not limited to, any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

**“Guarantor”** is the person responsible for discharging your obligations if you default whether we elect to pursue you or not. The Guarantor guarantees the payment of the **whole** of the rent and other obligations of this Agreement under a Deed of Guarantee. The Guarantor is liable to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full. For example, but not limited to, if you do not pay the rent, clean the Property at the end of the Tenancy to the same standard as outlined in the Inventory and Schedule of Condition, remove all refuse and recycling at the checkout from the Property or compensate us for damage or losses that you are responsible for then the Guarantor will be liable to compensate us for the Tenants’ obligations.

**“Inventory and Schedule of Condition”** is the document drawn up prior to the commencement of the Tenancy by us, which shall include a list of all our possessions, which are at the Property. It will also contain photos and information about the condition of these possessions and the Property itself. It will include meter readings. This will be given to you and signed and dated by you and us at the start and end of the Tenancy to confirm that it is correct. The Inventory and Schedule of Condition includes the Inventory Checkout Form, which you and we will complete, sign and date at your checkout.

**“Jointly and Severally Liable”,** means all of the named Tenants or Landlords will be “Jointly and Severally Liable”, for the Tenants’ or Landlords’ obligations. We can take legal action against any or all of you for any breach of this Agreement by any of you. One or all of you can be held responsible for the **whole** of the rent and other obligations in this Agreement. If one or more of you fail to pay their proportion of the rent or vacate the Property the other Tenants are obliged to pay the difference. You will be responsible for the rent during the fixed term even if you are no longer living in the Property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint Tenants agree. If a new replacement tenant is accepted then, depending on whether the tenancy has started or the length of tenancy remaining we will decide whether a new agreement or a deed of transfer is signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done. If this Agreement has become periodic, notice to leave by any individual Tenant will also end the Tenancy for all Tenants. You are also responsible for the behaviour of everyone who lives in or visits the Property. For example, if the Property is damaged by one of your visitors, we can claim compensation for a repair or replacement from you, rather than from the visitor. You may decide to claim compensation from the visitor but you will have to do this yourself.

**“Landlord”, “Landlords”, “us”, “we”, “our”** whether capitalised or not, includes the Landlord or Landlords and the person for the time being entitled to receive the rent and entitled to vacant possession of the Property at the end of the Tenancy.

**“Policy”** means our insurance policy for the Property and/or Contents.

**“Property”** includes all parts of the building, boundaries, fences, sheds, outbuildings and garden we own, unless they are excluded in this Agreement. **The loft is excluded from this Agreement.** Entering the loft is not allowed, except in an Emergency, or for an inspection or repair by our authorised contractor or us.

**“Tenant”, “Tenants”, “you”, “your”, “yourselves”** whether capitalised or not, includes the Tenant or Tenants and anyone entitled to possession of the Property under this Agreement.

**“Tenant Repair”** is your duty to behave in a **“Tenant like Manner”.** **“Tenant like Manner”** means you are legally responsible for carrying out safely day-to-day little jobs that any reasonable tenant would do to take care of the Property. For example, but not limited to, re-hang a cupboard or wardrobe door; oil a lock, padlock or hinge; replace a lost or damaged key; promptly remove carpet or furnishing stains; replace light bulbs, fluorescent tubes, fuses, batteries, electric plugs; replace plugs and chains to sinks and baths; replace clothes lines; clean washing machine and tumble dryer filters; keep water pressure topped up on the gas boiler; replace filters in a cooker extraction hood; tighten and replace screws on e.g. beds, furniture and fixtures; unblock and clean or replace filters in a vacuum cleaner; bleed radiators of air; re-fix or replace a knob, toggle and cord on a pull cord switch; replace a washer in a dripping tap or in a washing machine flexible water pipe; reconnect appliance disconnected or loose flexible and waste pipes behind e.g. the dishwasher, washing machine and tumble dryer; unblock toilet, sinks, baths and showers, where you have caused the blockage; remove and treat condensation mould; clean grout between tiles; remove lime scale on a sink, showerhead, glass shower screen(s) or tap; remove toilet pan stains; refit a door handle, toilet seat, toilet roll holder, towel rail, coat hook, curtain track or pole; keep paths, driveways, gravel, patios and other hard areas e.g. concrete slabs clear of vegetation and re-stick small peeling areas of wallpaper. This is not a complete list of every day little jobs that need to be done to keep the Property in a reasonable state. You may need your own simple tool kit and spares e.g. screws, washers, nuts and bolts. This excludes items for which we have responsibility in law.

**“Term”, “Tenancy”** (set out in Clause 1.1 of this Agreement) includes any extension or continuation of the contractual Tenancy or any contractual periodic Tenancy arising after the expiry of the original Term.

**“Utility Bills”** includes references to payment of VAT, environmental, standing and other similar charges, service charges, as well as charges for actual consumption.

**Signatures to the Agreement**

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

**SIGNED AND DELIVERED BY THE LANDLORD OR LANDLORDS AS A DEED:**

………………………………………………………………………………………………..………………………………………...

**Simon Cropper** ***(Signature)***

………………………………………………………………………………..………………………………………………………...

**Laura Cropper *(Signature)***

in the presence of the witness:

Landlord’s witness signature: ……………………….……………………………………………………………………………...

**(The witness confirms they are over 18 and not related to the Landlord)**

Landlord’s witness name *(CAPITAL LETTERS):* …………………………………………………...……………………………

Landlord’s witness address *(CAPITAL LETTERS):* …………………………………………….………………………………..

…………………………………………….…………………………………………….…. Postcode: …………………..…………

Landlord’s witness occupation *(CAPITAL LETTERS):* ……………………………………...……………………………...…...

**SIGNED AND DELIVERED BY THE TENANT OR TENANTS AS A DEED:**

(1) ……………………………………………………………………………………………………………………………………...

***(Signature)***

Full name of Tenant *(CAPITAL LETTERS):* ……………………………………………………………………………………...

in the presence of the witness:

Tenant’s witness signature: …………………………………………………………………………………………………………

**(The witness confirms they are over 18, not related to the Tenant and not another proposed Tenant of the Property)**

Tenant’s witness name *(CAPITAL LETTERS):* …………………………………………………...……………………………...

Tenant’s witness address (*(CAPITAL LETTERS):* …………………………………………….…………………………………

…………………………………………….…………………………………………….…Postcode: ………………………………

Tenant’s witness occupation *(CAPITAL LETTERS):* …………………………………………………………………………....