

AGREEMENT
For letting furnished dwelling house on an Assured
Shorthold Tenancy Under part 1 of the Housing Act 1988
(as amended by the Housing Act 1996)

This Agreement is made on:
 THE DATE OF: 18/06/2016

EMAIL:
 MOBILE:
 STUDENT ID/NI:
 DPC:
 DEPOSIT:
 ADMIN FEE:
 RENT:

Between:
 THE LANDLORD/AGENT:
 SIGNATURE PROPERTIES LTD
 187 Harborne Lane
 Selly Oak
 Birmingham
 B29 6SS

And:

THE TENANTS: MR STUDENT NUMBER-

The Dwelling-house situated at and being: ROOM A4, ANNEXE BUILDING, 187 HARBORNE LANE, SELLY OAK, Birmingham B29 6SS ("the Property")

Together with the Fixtures, Furniture and Effects therein and more particularly specified in the Inventory there of signed by the parties, a term of: 12 months from 01/07/2016 to 30/06/2017.

Rent of:
 £ 390.00 (THREE HUNDRED & NINETY POUNDS) per calendar month subject nevertheless as hereinafter provided, payable in advance by equal payments of £ 390.00 on the 1st day of every month. INCLUSIVE OF GAS, WATER, ELECTRICITY & INTERNET BILLS.

First payment to be made on 18/06/2016 or sooner .

RENTAL PAYMENTS MUST BE PAID BY STANDING ORDER

WHEREBY IT IS AGREED THAT:

THE TENANT covenants with the Landlord all sections as follows:-

1. GENERAL.

- 1.1. The Landlord lets, and the Tenant(s) takes, the Property for the Term at the rent payable as above. This agreement hereby creates an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988 (as amended by the Housing Act 1996) ("the Act") and the provisions for the recovery of possession by the Landlord in sections 8 and 21 thereof apply accordingly. Signature Properties Ltd (hereinafter referred to as "SP"), have acted as 'AGENTS' in terms of Letting and of Managing the Property.
- 1.2. Should the Tenant want to leave the Property during the Tenancy, the Tenant will be responsible for finding a replacement Tenant and for notifying SP of any proposed arrangement before it is finalised (also see Section 8 for related possible termination clauses). In this situation, the original Tenant remains liable for the whole rent until a replacement Tenant has been mutually agreed and approved by SP, thereafter the new Tenant will be taken to have assumed the rights of and obligations of the Tenant replaced for the remainder of the term granted.

2. MAINTENANCE.

- 2.1. On the first day of the Tenancy the Tenant(s) shall be provided with an inventory listing furnishings, equipment and contents, provided by the landlord. A full inspection of the Property is to be made by the Tenant(s) listing any damages or items missing onto this Inventory. The Inventory must be completed and returned to SP within the first 7 days of the commencement date on the Tenancy Agreement. The Inventory is required to be signed by all Tenants (or on behalf of Tenants who have not signed). Please note that the express purpose of this document is to ensure that the property is handed to the tenant(s) in good order, thereby avoiding any end of tenancy disputes.
- 2.2. Should the need arise for you to report any breakage, failure, malfunction or similar concern regarding the condition of the property, or any furnishings, amenities, fixtures or fittings, provided by the landlord, please e-mail at the earliest possible opportunity to info@signaturepropertyuk.com. In emergency, contact phone number 0121 454 2342 to seek urgent advice, and if necessary arrange an appointment. This will enable any situations or difficulties to be rectified and to give the Landlord an appropriate amount of time, agreed with the Tenant(s), to maintain the Property and rectify any problems or defects.
- 2.3. We will use best endeavours to address maintenance issues within reasonable timescales. Addressing maintenance issues may be subject to the Landlord's authorisation, obtaining parts, invoking warranties or insurance policies, and/or any reasonable unforeseeable events (if applicable). SP undertakes to keep the tenant(s) informed at all reasonable times, of progress in respect of reported issues.
- 2.4. To give the Landlord or SP immediate notice of any damage or destruction or loss happening to the Property or contents whether by fire, theft, wilful misuse or any other cause whatsoever. Should repairs become necessary, which are not the responsibility of the Tenant(s), under the provisions of this Agreement the Tenant(s) shall not unreasonably withhold access to SP or persons authorized by them, for the purpose of discharging their legal repairing obligations. SP shall serve Notice or apply to the Courts for any access unreasonably withheld.
 - a) The Tenant(s) shall immediately notify the Landlord of the same both verbally and in writing.
 - b) Under no circumstances shall the Tenant(s) arrange or give instructions for any repairs to be carried out except by the written authority of either the Landlord or SP and the Tenant(s) shall be responsible, both for the cost of any repair carried out in breach of this provision, and for any on-going maintenance costs arising out of such breach.
 - c) The Tenant(s) will be held responsible for any damage becoming worse, as a consequence of a failure to report such damage immediately upon finding that the damage had occurred.
 - d) Callout subcontractor charges shall be payable by Tenant(s) if appointments are not adhered to, whereby it was prearranged for Tenant(s) to meet contractor(s) at the Property for access, unless SP agree that extenuating circumstances justify such failure.
 - e) Should it be necessary to serve Notice or apply to the Courts, in order to gain access, the Tenant(s) shall become liable for any costs incurred in so doing.
- 2.5. If Tenants unreasonably callout SP on a maintenance issue or where a Subcontractor is called out but no work is required due to false alarm, they may be liable for Subcontractor callout charges.

3. RENT & DEPOSIT.

- 3.1. To pay the rent at all times on or before the day stated on page 1 above and in the manner described and by calendar monthly Standing Order.
- 3.2. To pay to the Landlord's Agents on the signing of this agreement a deposit being the sum of £300.00 (three hundred pounds) to be held as security against the Tenants' liabilities. If the Tenant(s) are unable to provide a

guarantor covenant and/or suitable references, then SP may request a greater Deposit and may also require the Landlord's consent.

- 3.3. The Deposit shall be held in a designated account without interest payable, and is held on account of any damage dilapidation or injury to the Property or Fixtures and Fittings caused by the Tenant(s), their family or visitors and on account of any other liability on the part of the Tenant(s) under the provisions of this Agreement.
- 3.4. The Tenant(s) agree that the Deposit shall be applied in the payment of any sums payable by the Tenant(s) under this Agreement, which otherwise remain unpaid at the end of this term (whether it has been determined by affliction of time or otherwise).
- 3.5. Deposits cannot be used to cover rental arrears or pay rent at any time during, or at termination of this Tenancy.
- 3.6. The Tenant(s) will nominate one person to act as "Deposit Beneficiary", to whom the Deposit will be returned in one single amount (subject to any deductions made) at the conclusion of the Tenancy. It is understood and agreed by all parties that once SP or the Landlord has legitimately transferred the Deposit held on trust for the Tenant(s) to the Deposit Beneficiary, thereafter it is the responsibility of the Deposit Beneficiary to equitably dispense the Deposit to the remaining Tenant(s).

*Deposits will be returned in accordance with the relevant Tenancy Deposit Scheme

4. ARREARS & CHARGES.

- 4.1. Where the tenant(s) (without first obtaining the express permission of SP in writing, and at least 7 days before the due date), fail(s) to pay the full amount of rent due on or before the due date as stated on Page 1 to this agreement, from the fifth day such payment remains outstanding, they shall be charged a penalty of 5% of the outstanding sum of rent for each month, or part thereof, during which it remains unpaid.
- 4.2. Should the tenant fail to seek the express permission of SP (as required under clause 4.1 above), and remain in arrears until the time when the next monthly rental payment is due, SP may write to both the tenant and the rent guarantor, to notify them of such failure. Any letters sent out for rental arrears will incur a charge of £25 per letter sent, to cover the reasonable expenses and costs of administration.
- 4.3. Any Cheques or Standing Orders submitted by or on behalf of the Tenant(s) and returned un-cleared by our bank will be subject to a £25 charge (for our reasonable expenses and costs of administration) on each occasion that this occurs. All charges shown in clause 5.1 and 5.2 may also apply. Charges are payable within 7 days of SP notifying the Tenant(s).
- 4.4. SP will supply one copy of each Tenancy Agreement entered into and to all parties to the Agreement. If the original Agreement is lost, a charge of £25 may be payable by the Tenant(s) for a copy of this Tenancy Agreement. Tenants are therefore advised to make copies of the Agreement immediately upon receipt, for their own personal records.

5. OBLIGATIONS TO UTILITIES.

WHERE THE RENTAL ON THE TENANCY AGREEMENT DOES NOT SPECIFY "ALL-INCLUSIVE";

- 5.1. To record on the Inventory all meter readings at the beginning of the Tenancy and to inform the necessary utility companies of change of occupier, should the rent exclude utility bills.
- 5.2. To inform the Local Authority of change of occupier and to provide, when requested, all information in respect of all Tenants named on this Agreement, should the rent be exclusive of Council Tax. Full-time students will be required to provide to SP (to be copied and returned) their Student ID, showing their Registration Number, and an original of their Council Tax Exemption Certificate within four weeks of Tenancy Start Date. A failure to do so may result in student tenants being liable to pay any Council Tax falling due, as a result of such a failure.
- 5.3. To pay all rates, duties, assessments, impositions and outgoings which now or shall at any time during the term or any period of statutory continuation be levied, imposed, assessed or charged upon or in respect of the Property or any part of it, or upon the owner or occupier of the Property or any part of it and without prejudice to the generality of the foregoing to pay all the council tax charges imposed or charged in respect of the occupiers of the Property.
- 5.4. To pay the amount of the water rate and other statutory charges relating to the supply of the water to the Property and/or sewage and drainage facilities as levied from time to time.
- 5.5. To pay all charges in respect of the water, gas and electric current which shall be consumed or supplied on or to the Property and all charges in respect of any telecommunications providers during the term or any period of the statutory continuation.
- 5.6. On termination of the Tenancy, to record on the Inventory all meter readings and to inform the necessary utility companies of their departure. Furthermore to be liable for all utility usage up to the date of their departure from the property.

WHERE THE RENTAL ON THE TENANCY AGREEMENT SPECIFIES "ALL-INCLUSIVE";

- 5.7. To abide by a 'fair and reasonable usage' policy. Utility bills are all inclusive in the rent and have been allowed for on the understanding that, with the exception of the reasonable, periodic entertaining of guests, the property is occupied solely by the Tenants named on page 1 to this agreement. Any utilities usage deemed to be excessive (calculated and determined by national average and over-estimation, and having due regard to the indicative running cost as per the Energy Performance Certificate for the property) will be charged to Tenants,

either by invoice or by deposit deduction at the end of the tenancy.

6. TENANT SUPKEEP OBLIGATIONS.

- 6.1. To keep the Property and its contents in good repair and condition and to preserve them and the common parts from being destroyed or damaged and (in the case of the contents and as appropriate) to make good, pay for, repair or replace with articles of similar kind and of equal value, such of the contents which are removed, destroyed, lost, broken or damaged during the term (fair wear and tear excepted).
- 6.2. The property must be hygienically maintained in a clean and tidy tenant-like manner and all items of refuse, including kitchen waste, newspapers and bottles are to be removed from the property and disposed of on a regular basis either at the personal cost of the Tenants or through use of regular general services provided by the local council.
- 6.3. The Tenant(s) and/or their visitors are not permitted to smoke inside the property. If smoking has occurred, the landlord is at liberty to determine whether or not detriment has been sustained to the interior of the property or its contents due to staining, ingrained odours or otherwise. The Tenant(s) is liable for all costs incurred by the Landlord in professionally redecorating, or the professional cleaning or replacement of any curtains, fabrics, furnishings, upholstery, carpets, etc, which are found to have been so affected.
- 6.4. Not to bring into the Property any additional furniture without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and to leave the contents at the end or sooner determination of the term in the rooms and places in which they were at the beginning of the term and not to remove the contents or any substituted contents from the Property.
- 6.5. Not to bring upon nor keep in the Property any stove, paraffin or bottled gas heater or any item or substance of any especially flammable nature nor any offensive goods provisions nor materials.
- 6.6. Not to keep any animals, birds or pets on the Property (whether domestic or otherwise) without the prior written consent of the Landlord or SP (such consent not to be unreasonably withheld or delayed).
- 6.7. Where provided under the terms of the Tenancy, to pay for the washing (including ironing or pressing) of all linens and for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets, toilet covers, carpets, upholstery, curtains and similar articles, which are or have been soiled during the term.
- 6.8. To keep clean, open and in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes (sanitary ware and pipes) and gullies/gutters on or serving the Property and to indemnify the Landlord from and against all damage occasioned through any breach of this obligation or through leakage or overflow from any of the sanitary ware and pipes including damage caused by freezing (where by such damage has occurred through Tenant(s) negligence).
- 6.9. The Tenant(s) will be held liable if it is found that any Fire alarm system has been removed, disabled or damaged, or if the Tenant(s) have removed any batteries from any part of the fire detection system, whether or not there is subsequently a fire at the Property.
- 6.10. Not to stop or darken or obstruct any windows or lights belonging to the Property and (if required) to clean the windows as and when necessary, and in any case within the fortnight prior to termination of the tenancy.
- 6.11. The gardens or grounds to the Property are to be maintained by the Tenant(s) and to be kept free of weeds at all times, (unless stated as Landlord's responsibility in special conditions page 9). If the garden is not maintained regularly a gardener shall be employed & Tenants will be liable for reimbursement of the costs incurred. (Tools may need to be hired if they are not at the Property, or you may use a SP recommended Gardener who can provide you with a quote). The Tenant(s) shall not to alter the layout or the arrangements of the garden or open land being part of the Property, except with the express written permission of the Landlord.
- 6.12. All refuse is to be safely disposed of each week and ready for collection on the appropriate day. Where recycling arrangements are provided for by the local authority, the Tenant(s) are to make responsible and correct use of such facilities.
- 6.13. To permit the Landlord, or SP, and any persons authorised by the Landlord or SP with or without equipment at all reasonable times upon giving 24 hours' notice (except in cases of emergency, where it may be necessary to gain entry either by force, or master keys where available) to enter the Property to carry out any necessary maintenance, repairs or alterations and/or to view the condition and state of repair of the Property and the contents.
- 6.14. Not to alter the structure of the Property (including the erection of shelving) or carry out any redecoration at the Property or any part of it without the prior written approval of SP who in return will grant any authorisation in writing (pending the Landlord's agreement). Not to cause damage to the walls or decoration by hanging posters, pictures, blue tak, glue, sellotape or their equivalents but to use only mapping pins (or similar). Any marks on the ceilings/walls/woodwork etc. caused by the Tenant(s) in breach of the aforementioned, may require the whole room to be re-decorated at the Tenants' expense, either by SP or, with the prior written agreement of SP, by the Tenant(s).
- 6.15. Not to carry out on the Property any profession, trade or business nor let or receive any paying guests on the Property or place or exhibit any notice board or notice on the Property or use it for any other purpose than that of a private dwelling.

- 6.16. Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the other Tenants, or any Occupiers of any adjoining premises, and to ensure that no disturbance or inconvenience is caused to neighbours by any form of anti-social behaviour and to keep noise to a minimum, particularly at night. The Tenant(s) agree not to cause/or be a nuisance in any other unreasonable manner.
- 6.17. To take reasonable steps to ensure that no damage is caused to the Property during cold weather (especially winter), as a result of burst pipes. When the Property is left unoccupied for a lengthy period for example, during the winter and Christmas vacation, it is suggested that:
 - a) SP are informed in writing confirming the period the Property will be unoccupied.
 - b) If there is a central heating system, that it is left on, timed to switch on twice a day, and any thermostats, including thermostatic radiator valves, set to guard against frost.
- 6.18. To take all reasonable measures to ensure the prevention of condensation buildup within the property (which may lead to mould and mildew buildup) such as making proper use of the heating provided and allowing adequate ventilation of the property at all times by opening windows on a regular basis and ensuring any wall/ceiling vents are unobstructed. Where extractor fans are provided in kitchens and bathrooms, these must not be disabled by switching off at any isolation switch. Should condensation or mould growth become a problem the Tenant(s) are required to immediately inform SP. Tenants may refer to www.birmingham.gov.uk/housing for further information and advice.

7. KEYS & SECURITY.

- 7.1. Not to change the locks of the Property nor have extra keys made without the Landlord's or SP's prior written consent.
 - a) Where the Tenant(s) are at fault, there will be a minimum charge to the Tenant(s) of £25 for replacing each key, or set of damaged or lost keys and £50 per replacement key/lock set, should the loss result in a need to replace both keys and locks (the charge may be greater depending on the work involved and a receipt being provided by the subcontractor).
 - b) Where key loss or lock damage occurs to properties fitted with Eurolock Masterkey lock-sets, charges are likely to be considerably greater.
- 7.2. There is a £25 callout charge (£50 for after hours evening callouts) should Tenant(s) need access into the Property for any reason where the Tenant(s) are at fault. Where such access requires the services of a professional locksmith, the tenant shall be responsible for meeting the full cost incurred.
- 7.3. To ensure the Property is protected at all times by activating any security alarms and locking all windows and doors at night and when leaving the Property and to set the security alarm (if applicable).
- 7.4. The Tenant(s) must not change the security alarm code (if applicable) without the prior written consent of the Landlord or SP (such consent not to be unreasonably withheld or delayed).
- 7.5. The Tenant must promptly inform the Police, Fire Service or other authority and the Landlord or SP as soon as possible of any fire, theft, loss or related damage to the Property or Fixtures and Fittings. It is essential that the Tenant(s) obtain a Crime Reference Number, Incident Number, or adequate identification information for their own purposes and for SP to follow up.
- 7.6. In the case of a burglary or break in, the Tenant(s) are authorised to carry out any reasonably necessary emergency work (such as boarding up or locksmith services) to secure the Property temporarily to prevent casual re-entry. In so doing the tenant(s) must ensure that they keep invoices, receipts, Crime Reference Numbers, and all other such documents and records, in order to allow the landlord/SP to process insurance claims and to reimburse the tenant(s) for any out-of-pocket expenses they may have reasonably incurred.
- 7.7. The Tenant must return to the Landlord or SP at the end of the Tenancy all keys and other security devices for the Property and to pay for the reasonable costs incurred in replacing any keys or security devices or locks to which the keys belonged which have been lost or not returned at the end of the tenancy.

8. RENEWING OR TERMINATING THE TENANCY, REPLACEMENT TENANTS, VIEWINGS AND UPON LEAVING THE PROPERTY.

- 8.1. To permit SP and all persons authorised by SP, having first provided the tenant with 24 hour notice, to view the Property and every part of it at any reasonable hour, and to escort prospective Tenants or purchasers over the Property. SP undertake to keep disruption and inconvenience to the tenant(s) to an absolute minimum and to give notice of all viewings by e-mail and/or text message to all Tenants, who have provided e-mail contact details. Viewings may be conducted outside these arrangements only with the express agreement of the tenant(s).
- 8.2. To hand over to SP by 12 noon on the termination date of this Tenancy Agreement, whether on its expiration or sooner, all keys to the Property. The Tenant(s) shall be charged the normal daily rent or £50 daily (whichever the greater) after the end date of this agreement (or when this contract has been terminated correctly and approved by SP), until the full set of keys are handed to SP. A letter confirming that keys have been received by SP can be requested from SP only if the keys have been handed in person to a named representative.
- 8.3. At the end of the Tenancy, and following the return of the Landlord's keys to SP, if it is deemed necessary by the Landlord or SP to deduct an amount from the Deposit for the cost of cleaning or to make good any damage caused to the Property or furniture, not first stated in the signed/or unsigned Inventory, or for any other outstanding issues, then the Landlord

or SP shall inform the Tenant(s) in writing/email after the correct Tenancy expiry date, giving a breakdown of the actual costs incurred (Return of Deposit statement).

- 8.4. The Property is only let under a fixed-term Tenancy Agreement, and this Agreement does not provide for the eventuality of the Tenancy rolling over upon expiry of the term of the Agreement. Where the Tenant(s) wish to renew their contract for a further fixed term, they must request, enter into, and sign a new Tenancy Agreement with SP at the earliest opportunity and, in any event, do so not less than 2 calendar months before the expiry date of this Agreement.
- 8.5.1 Where such notice has been given by the tenants, and the tenant(s) fail, without good reason, to abide by any of the terms in Clauses 8.5.1 and 8.5.2 above, the landlord/SP shall forthwith seek to recover any losses incurred by such failure, including where necessary, registering a dispute with the Tenancy Deposit Scheme.
- 8.5. Where the tenant wishes to terminate this agreement prior to the end date, they shall give to SP notice, at the earliest opportunity, and confirm such in writing, and signed by the Tenant wishing to terminate, not less than two calendar months prior to the date on which they wish the tenancy agreement to end.
- 8.5.1 Where such notice has been given, the Tenant shall agree;
- To continue to take full note of, and abide by Clause 1.2 to this agreement.
 - To continue to maintain the property strictly in accordance with the upkeep Clauses under Part 6 of this agreement.
- 8.5.2 Where such notice has been given by the tenant they may request that SP seek new tenants on their behalf, in which case they shall agree;
- To pay all reasonable marketing costs incurred by SP in seeking replacement tenant(s) (typically around £250)
 - To permit and facilitate in all respects, the marketing of the property in order to find new prospective tenants
 - To permit access to the property by SP at all reasonable times, upon giving a minimum of 24 hours' notice, for the purpose of conducting viewings for prospective tenants
 - Subject to the best endeavours of SP to find new tenants, to continue to pay their full rent on time during the remaining term of this tenancy agreement, until such time as new tenant(s) have been found and termination has been mutually agreed.
- 8.5.3 Where such notice has been given by the Tenant, and the Tenant has so authorised, SP shall agree;
- To make best endeavour to find replacement tenant(s)
 - To keep the current Tenant informed at all relevant times of those endeavours
 - To have due regard to, and not infringe the Tenant's rights to privacy and to quiet enjoyment.
 - To keep all costs, incurred on behalf of the Tenant, under this clause and clause 8.5.2, within reasonable limits
- 8.5.4 Where such notice has been given by the tenant, and the tenant fails, without good reason, to abide by any of the terms in Clauses 8.5.1 and 8.5.2 above, the landlord/SP shall forthwith seek to recover any losses incurred by such failure, including where necessary, registering a dispute with the Tenancy Deposit Scheme.
- 8.6. Should the tenant need to cancel this Tenancy Agreement, and is unable or unwilling to abide by clause 8.5 above, then they may take one of the following three options (subject to strict prior arrangement and written approval from SP and discretion of Landlord and/or SP):-
- Option 1. It is the tenant's responsibility to find suitable replacement tenant(s) and to forward their details to SP. Rent must be paid in full by the tenants, until a new Tenancy Agreement has been signed, a Tenancy has been granted by SP to the replacement Tenant(s), and their deposit and first month's rent has been paid. In exercising this option SP may charge the original Tenant a fee for all reasonable costs and expenses in finding a successful replacement tenant (typically £250.00).
- Option 2. The tenant may forfeit their deposit and pay a penalty equivalent to the monthly rent as stated on page 1. Option 2 is strictly subject to the landlord's and SP' discretion and, if granted, shall be authorised and confirmed in writing to the Tenant, and the penalty and deposit forfeit shall be payable in full on the agreed tenancy move out date.
- Option 3. The tenant may pay the outstanding rent due in full up to the expiry date on the Agreement. This option is subject to receipt of the correct required two calendar months, written notice. (please make an appointment with SP to discuss Tenancy Termination options and to make an application for the Tenancy termination notice for option 1, 2 or 3, which will also need to be signed and approved by SP)
- 8.7. Except where the Landlord or SP has given the Tenant(s) written notice in accordance with clause 10.1 below, or Section 21 of the Act (Notice Seeking Possession), if the Tenant(s) on early termination of this Agreement, fail to provide written notice, in accordance with clauses 8.5 or 8.6, part or all of these security deposit may be forfeit. (Tenant(s) must have written confirmation from SP, stating that Tenant(s) Notice of Termination has been received & approved).
- 8.8. All outstanding utility/services bills (e.g. gas, electric, water, council tax, telephone) must be settled at the tenancy end date (this clause is non-applicable if the aforementioned charge(s) is inclusive of rent, and stated on page 1).
- 8.9. If the amount of monies that the Landlord or SP is entitled to deduct from the Deposit under this part exceeds the amount held as the Deposit, the Landlord or SP may require the Tenant to pay that additional sum to SP within 14 days of the Tenant(s) receiving that request in writing.
- 8.10. Once the Tenancy Agreement has expired or terminated, all future correspondence & enquiries must be made strictly by email to info@signaturepropertyuk.com
- 8.11. A £50 charge (per rental overpayment or any other payment) will be payable by the Tenant to cover the applicable

administration charges and expenses incurred in recovering and refunding any rent(s) or other associated payment(s) that have been overpaid to SP. This charge is not payable in the event that either SP were at fault, or no cost has been incurred by SP in making such a refund.

- 8.12. Where the Tenant(s) are in breach of their obligations to this Tenancy Agreement, the Tenant(s) agree to pay to the Landlord or SP charges or other reasonable costs incurred in:
- a) The enforcement of any obligation of the Tenant(s) under this agreement recovering or attempting to recover any outstanding Rental Arrears or other charges in arrears, any dilapidations or damages.
 - b) The Landlord's/SP' legal costs or other costs and expenses incurred as a consequence of the Tenant's breach of their obligations under the Agreement whether express or implied.
 - c) In serving notice relating to any breach of this Agreement whether or not court proceedings are brought.

THE LANDLORD covenants with the Tenant as follows:-

9. LANDLORDS OBLIGATIONS.

- 9.1. The Landlord/SP agrees to hold the deposit in a segregated client monies account until the end of the tenancy term; whereby any amount due for return to the Tenant(s) shall be refunded, in accordance with section 3 of this Agreement.
- 9.2. The Landlord/SP agrees that the deposit shall be registered with one of the Government-authorised tenancy deposit protection schemes ('the relevant scheme') and shall inform the Tenant of the details of the relevant scheme and the procedures for recovery of the deposit at the end of the tenancy, including the procedures for resolving a dispute, within 14 days of receiving the deposit from the Tenant.
- 9.3. The Landlord/SP shall also provide a copy of the Deposit Protection Certificate for each tenancy so protected, which will confirm to the Tenant(s) the amount of deposit paid, the address of the property to which the tenancy relates, and the contact details of Landlord and Tenant. The Landlord/SP shall inform the Tenant of the circumstances in which all or part of the deposit may be retained in relation to the terms of this tenancy agreement. The Landlord/SP agrees that as soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord/SP shall account to the Tenant(s) for such part of the deposit as the Landlord/SP shall deem necessary to enable the Landlord/SP as at the date of such determination to make good any breach or non-compliance by the Tenant(s) with their obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith. The Landlord/SP shall account to the Tenant(s) for any balance of such sum. The Landlord/SP shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit. The Landlord/SP shall retain any interest earned during the tenancy on all or part of the deposit which he retains.
- 9.4. The Landlord/SP shall pay, and indemnify the Tenant(s) against, all assessments and outgoings in respect of the Property including water rates, council tax, gas & electricity, *only providing that such bills are stated as being included within the rent payable, and they are specifically itemised on page 1 as being included within the terms of this contract.*
- 9.5. The Landlord/SP shall respect in full the rights of all Tenant(s) paying rent and abiding by this Tenancy Agreement, as laid out in the clauses stated above, to quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person acting or in trust for the Landlord.
- 9.6. To return to the Tenant(s) any rent payable for any period while the Property is rendered uninhabitable by fire or the amount in the case of dispute to be settled by arbitration.
- 9.7. To respect the Tenant(s)' right to privacy in the Property. Where access is required to the Property, notice is to be given to the Tenant(s) so that a mutually convenient time can be agreed (except in cases of emergency or clauses 2.3, 2.4 and 6.14 of this Tenancy). This clause shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 and, where applicable, to any Tenancy Notice served under section 48 under the Landlord and Tenant Act 1987.
- 9.8. To repair and maintain the structure and fabric of the Property in accordance with the provisions of Section 11 of the Landlord & Tenant Act 1985, including electrical equipment, drainage, plumbing, water, gas and heating installations.
- 9.9. To service gas appliances regularly and to ensure their safe and efficient operation, including providing the Tenant(s) with a copy of the current annual Landlord Gas Safety Record.
- 9.10. To maintain at the Landlord's expense during the term of the Tenancy the Furniture and Fittings in the Property and to repair and replace significantly damaged or broken items, unless such damage is due to the negligence or misuse by the Tenant(s) or their visitors.
- 9.11. The Landlord will not be responsible for any loss or inconveniences suffered by the Tenant as a result of the failure of any other supply or service to the Property by any other party.

10. THE LANDLORD & TENANT jointly agree:-

- 10.1. Where there is a clear breach of the Tenancy Agreement on the part of the Tenant(s), the Landlord is entitled to seek possession of the Property by serving on the Tenant(s) a formal written notice, which describes the grounds under which

possession is being sought. The period of notice will depend upon the grounds specified in the notice, in shall be strictly in accordance with the provisions of the Act.

- 10.2. If the Landlord sells or transfers his interest in the Property the Tenant(s) shall consent to the transfer of the Deposit and this Tenancy (or the balance of the Deposit) to the purchaser or transferee (subject to the Purchaser agreeing to the full terms of the Tenancy). The Landlord will then be released from any further claim or liability in respect of the Deposit, Tenancy or any part thereof.
- 10.3. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, rent shall cease to be payable until the Property is rendered habitable, unless the insurance monies are not recoverable in whole or in part because of act or omission on the part of the Tenant(s) or their visitors.

11. INSURANCE.

- 11.1. The Tenant's possessions are not covered by the Landlord's insurance policies. The Tenant(s) are strongly advised to obtain adequate insurance for any such belongings as soon as they are left in the Property. Neither the Landlord nor SP accepts responsibility for the loss or damage of personal belongings or any other belongings left by the Tenant(s) or associated parties before, during or after the Tenancy.
- 11.2. The Tenant(s) must not do anything that may jeopardise, vitiate, or increase the premiums on, any insurance on the Property against fire or otherwise. The Tenant(s) must neither do nor fail to do anything that may lead to the insurance policy on the Property, Fixtures or Fittings not covering any losses that would otherwise be covered by the policy.

SAMPLE

SIGNATURE PROPERTIES LTD is contractually obliged to manage the Property hence any problems should be directed to SP. The Tenant is hereby notified that notices (including notices in proceedings) can be served on the Landlord in compliance with section 48(1) of the Landlord & Tenant Act 1987, at the following address: SIGNATURE PROPERTIES LTD

«LANDLORD/AGENT»
SIGNATURE PROPERTIES LTD , 187 HARBORNE LANE , SELLY OAK , BIRMINGHAM , B29 6SS

Special Conditions:-

- 1. It is the tenants responsibility to put the refuse out (currently collected on thursday morning)
- 2. .
- 3. «Special Conditions 4»
- 4. «Special Conditions 5»

As witness the hands of the parties hereto the day and year first written Signed by the
bovenamed (The Landlord or his/her agent)

.....Date / /

«MR »,
Signed by the above named (The Tenants)

.....Date / /

.....Date / /

.....Date / /

.....Date / /

.....Date / /

.....Date / /

IMPORTANT NOTE:

- 1. PLEASE REQUEST INVENTORY; SIGN & RETURN ORIGINAL TO SP & ATTACH COPY OF ORIGINAL TO YOUR TENANCY AGREEMENT
- 2. PLEASE COMPLETE ATTACHED TENANT CHECK IN CHECKLIST FORM
- 3. IT IS YOUR RESPONSIBILITY & DISCRETION TO ARRANGE INSURANCE FOR YOUR OWN CONTENTS

TENANTCHECK-INCHECKLISTFORM:(Pleasereadfullybeforesigning)

- | | | |
|---|---------------------|-----|
| 1. TENANCYAGREEMENT: | RECEIVED | [|
| |]PREVIOUSLYRECEIVED | [] |
| 2. TENANCYDEPOSITPROTECTIONCERTIFICATE: | ATTACHED | [] |
| | PREVIOUSLYRECEIVED | [] |
| | TOBERECEIVED | [] |
| 3. INVENTORY: | RECEIVED | [|
| |]TOBERECEIVED | [] |

SAMPLE