

1. THE LANDLORD shall let and THE TENANT shall take the Property for the Term at the Rent payable as above
2. THE TENANT hereby agrees with the Landlord as follows :-
 - 2.1 To return the Deed of Guarantee and Indemnity, duly signed within two weeks of signing the Tenancy Agreement, as a condition of the Landlord allowing the Tenant to enter into possession of the Property. An administration charge of £10 per month will be charged for non submission of the Deed of Guarantee and Indemnity within the two week period.
Two stamped addressed envelopes must be provided for the purpose of issuing instructions for moving into the Property at the beginning of the tenancy and for the return of the deposit as per clause 2.6
 - 2.2 The landlord reserves the right to terminate the tenancy agreement if all guarantor forms are not received within the specified period as per clause 2.1
 - 2.3 To pay the said Rent clear of all deductions at the times and in the manner specified whether formally demanded or not
 - 2.4 That the Property shall be occupied only by those named in this Agreement
 - 2.5 Should the Tenant leave early due to unforeseen circumstances the Rents are still payable until expiry of this tenancy
 - 2.6 On the signing hereof to continue to deposit with the Landlord the sum of £325 "the Deposit" to be held against all possible liability arising by reason of the Tenant's failure to observe and perform the obligations and agreements contained in Clause 2 hereof (including the obligation to pay Rent) and the Landlord or his Agents shall be entitled to deduct from the Deposit such sums as may be required properly to remedy any such failure and such Deposit or the balance thereof to be returned to the Tenant as soon as administratively possible and practicable after all utility meters (Gas,Electricity and Water) have all been read and paid in full to the end of the tenancy and confirmed by proof of a valid receipted final bill. Any deductions shall be shared equally unless confirmed otherwise in writing by the responsible Tenant.
 - 2.7 Not to set off against the Rent the Deposit referred to herein
 - 2.8 To return the keys to the landlords home address by hand or by post ensuring the keys are received on or before the last day of the tenancy. Any keys held after the last day of the tenancy will result in a lock change and will be charged to the Tenant
 - 2.9 To give the Landlord or his Agents advice of any damage destruction loss or happening to the Property or the Contents therein in particular any defects to the electrical equipment or gas appliances howsoever caused immediately it comes to the attention of the Tenant
 - 2.10 To pay directly to the supplier all charges for water rates sewage disposal gas fuel oil and electricity supplied to the Property and cable television and internet services during the tenancy and all telephone charges and all rent in respect of the telephone during the tenancy together with the Council Tax which is the responsibility of the occupant or any other charge levied on the Property replacing the Council Tax and FURTHER to pay the same and to indemnify the Landlord from and against all liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his sole or main residence
 - 2.11 FURTHERMORE the Tenant consents to the Landlord or his Agents advising the Council and service suppliers of the Tenant's names and responsibilities. And for the Council and service suppliers to advise the Landlord or his Agents of any details pertaining to the accounts at the termination or sooner determination of the tenancy
 - 2.12 To pay The Park Estate Rates only where the Property address is in "The Park Estate" (i.e. not applicable to Lenton/Dunkirk addresses)

- 2.13 To pay any Council Tax liability that the premises may incur due to any member of the household ceasing to be a student to take up employment or claim housing benefit
- 2.14 Not to change or permit to be changed the gas, electricity or water supplier or burglar alarm code or telephone number of the Property FURTHER not to install or permit to be installed any additional or alternative telephone or television equipment or satellite dish or install a water meter without the prior written consent of the Landlord or his agents
- 2.15 Not to tamper at any time with any IT networking equipment is the property of the Landlord
- 2.16 Not to bring into the premises any free standing electrical, gas, paraffin or oil heaters
- 2.17 Not to bring into the premises any personal furniture, weights, gym equipment or apparatus
- 2.18 Not to take down any curtains, blinds or put any furniture in the cellar or outside
- 2.19 Not to tamper with the smoke detectors, fire blankets or extinguishers
- 2.20 Not to tamper with the fire doors or remove or disconnect self closing devices
- 2.21 Not to tamper with the burglar alarm
- 2.22 Not to obstruct the fire exits routes i.e. hallway and landings
- 2.23 Not to store bicycles within the Property.
- 2.24 Not to keep or allow to be kept on the Property or any part thereof any animal bird or reptile without the prior written permission of the Landlord or his Agents which if given shall be deemed to be by way of licence revocable at will.
- 2.25 Not to smoke or any invitee of the Tenant to smoke any tobacco or other substance at the Property.
- 2.26 Not to use candles, oil burners etc within the property.
- 2.27 Not to remove from the Property any of the Landlord's Contents therein and so far as possible forthwith to compensate the Landlord in damages any part of the Contents which may be lost destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire save where the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant).
- 2.28 Not to pull down alter add to or in any way interfere with the construction decoration or layout of the Property or the fixtures or fittings of the Property or the contents therein belonging to the Landlord for which the Landlord is responsible or to deface the Property or to permit or suffer it to be defaced internally or externally or to change the decoration of the interior of the Property or alter injure or affix anything to the walls or damage the floors ceilings wiring pipes or drains of the Property.
- 2.29 Not to employ any workman to carry out any repair work or alterations to the Property whether the responsibility of the Landlord or Tenant without prior approval from the Landlord or his Agents. The Landlord must be notified of any repairs required including emergency repairs using the phone number provided.
- 2.30 Not to use "Blutac" or any form of adhesive substance or any nails screws or tacks on the walls, floors, doors or ceilings of the Property.

- 2.31 Not to leave keys in locks, or in view, when the Property is unattended or when the household has retired for the night and all external doors and windows must be secured other than windows in occupied bedrooms.
- 2.32 Not to carry out or permit to be carried on upon the Property or any part thereof any profession trade or business whatsoever and not to use the same or any part thereof or permit the same or any part thereof to be used otherwise than for the purpose of a private residence by the Tenant.
- 2.33 Not to use or permit or suffer the Property or any part thereof to be used for any illegal or immoral purpose and not to hold any sale by auction thereon or to do permit or suffer to be done in or upon the Property or the Building anything which may become a nuisance annoyance including making unreasonable noise by way of stereo hi fi radio or television or musical instrument or cause damage or inconvenience to the Landlord or the occupier of any other parts of the Building or neighbouring owners and occupiers.
- 2.34 Not to place or allow to be placed any placard advertisement or notice of any description upon any part of the Property or in any windows thereof and not to erect any wireless satellite dish or television aerial without prior written consent of the Landlord.
- 2.35 Not to cause or permit any offensive or inflammable materials to collect in the Property and not to use or permit to be used on the Property any heater the fuel of which is of a dangerous nature.
- 2.36 Not to assign underlet charge or part with the possession of the Property or any part thereof and not to sell or offer for sale assign underlet or create or allow to be created any lien upon the Contents therein or any part thereof and not to take in any lodger or paying guest.
- 2.37 Not to make or have made any duplicate keys to the Property or to add any new locks to the Property
- 2.38 Not to turn off the electricity mains supply or water supply from within the Property (except in an emergency)
- 2.39 PLEASE NOTE: Access and use of the garage does NOT form part of the tenancy agreement. (Only applicable to properties with garages)
- 2.40 Subject to the Landlord's obligations in Clause 3 hereof to keep the interior of the Property and the doors windows and skylights (including the glass in the doors windows and skylights) in the same state of repair order preservation condition and cleanliness as at the commencement of the tenancy (fair wear and tear and damage by accidental fire and The Insured Risks excepted)
- 2.41 Subject to the Landlord's obligations in Clause 3 hereof to keep all the Landlord's Contents therein as specified in the Inventory in the same state of repair order preservation and condition as at the commencement of the tenancy together with all light bulbs electrical fuses and fixtures and fittings of the Property (fair wear and tear and damage by accidental fire and The Insured Risks excepted)
- 2.42 Subject to the Landlord's obligations in Clause 3 hereof to ensure all taps showers wash basins water closets cisterns domestic water heaters and waste and other internal pipes in or connected with the Property are kept clean and open and not to damage the pipes wire conduits fittings and apparatus within or exclusively serving the Property and to keep drains free from obstruction
- 2.43 Subject to the Landlord's obligations in Clause 3.2 to check and ensure all electrical gas and other appliances are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the Tenant or any invitee of the Tenant

- 2.44 To notify the Landlord or his Agents of any damage occasioned to the Property or to any other part of the building through any breach of the obligation set out in clause 2.14 hereof or through improper use by or the negligence of the Tenant or the servants or agents of the Tenant or any person for the time being in or using the the Property or through the stopping or bursting overflowing or leakage of any of the said taps showers wash basins water closets sinks cisterns heaters pipes fittings or apparatus due to the negligence of the Tenant or any of such persons aforesaid PROVIDED THAT this sub-clause shall not impose any liability upon the Tenant which is cast upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988
- 2.45 During the winter months to take adequate precautions to avoid damage from the freezing and bursting of pipes PROVIDED that this shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected
- 2.46 To permit the Landlord or his Agents with or without workmen upon a minimum 24 hours oral or written notice (except in an emergency) to enter the Property for the purposes of inspecting the Property and the Contents therein and for the purpose of carrying out any repairs or alterations that may be necessary during the tenancy pursuant to the Landlord's repairing obligations
- 2.47 To permit the Landlord or his Agents with or without workmen upon a minimum 24 hours notice (except in an emergency) to enter the Property for the purposes of inspecting the Property and the Contents therein and for the purpose of carrying out any repairs or alterations that may be necessary during the tenancy for which the Tenant is responsible as set out in Clause 2 hereof the cost of such repairs shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action
- 2.48 To permit the Landlord and/ or contractors access to the garage without prior notice. PLEASE NOTE the garage is NOT included in the Agreement
- 2.49 When the Property is left unattended to fasten securely all locks fitted to doors and windows of the Property and to set the burglar alarm
- 2.50 To place all refuse in a proper receptacle and to ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Property approved by the Landlord
- 2.51 To pay the Landlord's reasonable administration charges and all reasonable legal costs, debt collectors charges, or other costs and expenses incurred by the Landlord in connection with the recovery of arrears of Rent or other monies payable under the Agreement. Unless a charge is specified the Landlord's administration charges will be assessed according to time reasonably spent. This will include a reasonable charge to the Tenant if the Landlord has to arrange for someone to call at the Property because the Tenant has lost any keys or is otherwise locked out (unless this is due to the fault of the Landlord). The Landlord may also make a charge if any cheque for rent is not cleared when presented for any reason or if the Landlord has to write to the Tenant about the arrears. The charges are as follows:-
Letter regarding outstanding rent £10.00
Refer to drawer (where bank represent cheque) £7.00
Dishonoured cheque £20.00
Visit regarding non payment of rent £25.00
Other letters required due to breach of tenancy terms £10.00
- 2.52 To remove all rubbish from the Property and to place the same within the dustbin wheelie bin or other receptacle provided. Where there is a dustbin or wheelie bin to ensure that all rubbish is placed and kept inside plastic bin liners in such dustbins or wheelie bins.
- 2.53 To forward forthwith to the Landlord any correspondence addressed to either of them which is delivered or left at the Property or has otherwise come to the attention of the Tenant
- 2.54 To pay a fee of £10 for additional copies of this Tenancy Agreement

- 2.55 To leave the property and garden in the same condition as at the commencement of the tenancy.
- 2.56 During the Term if the Landlord wishes to let or sell the Property to permit a notice to be affixed to the front of the Property intimating that the same is to be let or sold and to permit persons with written orders from the Landlord or his Agents to view the same during reasonable hours in the daytime
- 2.57 If the property and garden and cellar if applicable are not in the same condition as at the commencement of the tenancy they will be cleaned and tenants charged accordingly. There will be an additional charge for replacing light bulbs, clearing the cellar and garden.
- 2.58 If after a routine inspection the property is found unclean and in an unsatisfactory condition, the landlord reserves the right to have the property cleaned at the rate of £14 per hour which will be charged to the tenants accordingly.
- 2.59 At the end of the tenancy there will be a charge of £30 per Tenant for cleaning, unless the state of cleanliness is such that the property requires cleaning over and above the normal requirements, in which case there will be a further charge based on a rate of £14 per hour.
- 2.60 In the event of lost keys a replacement key must be requested from the Landlord only, and not from any other source. There will be a charge of £15 for such replacements
- 2.61 If any of the tenant's furniture or belongings remain at the property once the Tenancy has ended and the Tenant has vacated the Landlord may treat these as abandoned. The Landlord shall be entitled to be paid all reasonable costs incurred in connection with the storage, removal and/or disposal of any such furniture or belongings.
- 2.62 The household to pay an administration fee of £100 (plus any associated agency fees and advertising costs) per Tenant being replaced prior to or during the tenancy. This fee shall be deducted from the deposit referred to in clause 2.6 above, first against the departing tenant's share of the deposit.
- 2.63 The landlord reserves the right to have smoke affected areas re-decorated at the rate of £14.00 per hour plus materials and the tenants charged accordingly
- 2.64 The landlord reserves the right to have any soft furnishings, fabrics and carpets affected by smoke and/or liquids etc professionally cleaned at current rates and the tenants charged accordingly
- 2.65 To indemnify and hold harmless the Landlord and his Agents against all costs and expenses howsoever arising from any breach on the part of the Tenant (including that for the payment of Rent) contained in this Agreement
- 3 THE LANDLORD hereby agrees with the Tenant :-
- 3.1 That the Tenant paying the said Rent and observing and performing all obligations under this Agreement may quietly enjoy the Property without any interruption by the Landlord or any person claiming under or in trust for him
- 3.2 To maintain all gas plumbing heating and electrical apparatus and appliances and make good or replace any defective parts due to fair wear and tear and not caused by negligence on the part of the Tenant or his invitee
- 3.3 To keep the Property and the Landlord's contents therein insured against fire and the usual comprehensive risks (The Insured Risks)

- 3.4 To maintain the Property and Contents therein in good repair during the tenancy except in respect of damage through negligence or misuse by the Tenant or any invitee insofar as the Tenant is liable to keep the Property in repair under Clause 2 hereof
- 3.5 To finalise as soon as reasonably possible at the determination of the tenancy matters relating to the Deposit referred to in Clause 2 hereof and damaged or missing items
- 3.6 To pay all taxes assessments service charges impositions and other outgoings payable in respect of the Property during the tenancy except for charges herein before agreed to be paid by the Tenant
- 4 PROVIDED ALWAYS and it is hereby agreed that if at any time :-
- 4.1 Any part of the Rent shall be in arrear for fifteen days (whether formally demanded or not) and/or
- 4.2 There shall be any breach non performance non observance of the Tenants agreements and/or
- 4.3 The Tenant shall become bankrupt or make any arrangements with his creditors or suffer any distress or execution to be levied on his goods and/or
- 4.4 The Property shall be abandoned then the Landlord or his Agents on his behalf may at any time thereafter re-enter the Property or any part of it and resume possession of the Landlord's Property and Contents therein and upon such re-entry the tenancy shall absolutely determine but without prejudice to any right of action or remedy which the Landlord may have against the Tenant in respect of any antecedent breach of the Tenant's agreements
- 5 IT IS ACKNOWLEDGED by the parties that:-
- 5.1 The Tenant shall not be entitled to take possession of the Property or to any keys to the Property unless and until:-
a) The full amount of the Deposit has been paid to the Landlord
b) A guarantee in a form reasonably satisfactory to the Landlord has been provided in respect of each Tenant.
c) The first instalment of rent for the property has been paid. In the event that the Tenant has failed to comply fully with this obligation within one month of the beginning of the tenancy the Landlord may by notice in writing terminate the tenancy with immediate effect.
- 5.2 Any Notice requiring to be served hereunder on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Registered address or left addressed to the Tenant at the Registered address or forwarded to the Tenant by first class post at the last known address in Great Britain of the Tenant
- 5.3 The rules as to the service of notices in Section 196 (4) of the Law of Property Act 1925 apply to any notice given under this Agreement and in addition any notice is deemed properly served by or on the Landlord if served by or on his Agents
- 5.4 This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 (or any statutory extensions to or modifications thereof) if applicable to the tenancy
- 5.5 This Agreement shall be construed on the basis that where there is more than one person for the time being included in the expression "the Landlord" and "the Tenant" covenants obligations and agreements at any time expressed to be made or assumed by the party in question are made and are to be construed as made by all such persons jointly and each of them severally

- 5.6 IN this Agreement reference to the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural
- 5.7 Acceptance of cheques or other payments in settlement of Rent drawn on accounts other than those of the Tenant named herein shall be on the basis that any such payment is made by an Agent on behalf of the Tenant named herein and is not acceptance of such party as being the Tenant nor can it be taken to imply that the drawer of the cheque or other payment is recognised as the Tenant
- 5.8 The Landlord hereby gives notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord stated in this Agreement
- 5.9 IF the Property shall be destroyed or damaged by any of the Insured Risks so as to be unfit for habitation and use the Rent hereby reserved shall cease to become payable until the Property has been rendered fit again for occupation and provided that the Landlords insurances shall not have been vitiated as a result of any act or omission by the Tenant or occupier then the Tenant may by giving written notice to the Landlord or his Agents terminate the tenancy forthwith in which event any Rent which may have been paid by the Tenant in respect of any unexpired period of the tenancy shall be repaid by the Landlord

NOTICE TO THE TENANTS OF LANDLORDS ADDRESS FOR SERVICES OF NOTICES

Notice is hereby given pursuant to Section 48 of The Landlords & Tenants Acts 1987 that the address to which notices (including notices in proceedings) may be served on:

John Buxton

Ivy House,
Bottom Green,
Upper Broughton
Melton Mowbray,
Leicestershire, LE14 3BA