

- 2.2 If the Notice is given under Section 21 then the Notice period must be for a minimum of two calendar months to end no earlier than the last day of the Term of the Tenancy.
- 2.3 Any Notice shall be served in accordance with Clause 3 below.
- 2.4 The expiry of any Notice does not affect the rights of the parties under the terms of this Tenancy Agreement.

3. SERVICE OF NOTICES

- 3.1 If any Notice is to be served upon the Tenant by the Landlord pursuant to this Tenancy Agreement or any statute or regulation then the Notice may be served by hand, by either leaving the Notice properly addressed to the Tenant at the Property or by prepaid first class post with proof of posting addressed to the Tenant at the Property or at the Tenant's last known address and shall be deemed to have been properly served and received by the Tenant 2 working days after the posting.
- 3.2 In accordance with Section 48 of the Landlord and Tenant Act 1987 any Notice may be served on the Landlord, by name, at the address of the Landlord as defined in the attached Particulars.
- 3.3 Any Notice served by the Tenant must be signed and in writing, by hand or by prepaid first class post with proof of posting to the address of the Landlord as shown on the attached Particulars.

4. BREACH OF AGREEMENT

- 4.1 If the Rent or any instalment is in arrears for more than 7 days after payment is due (whether legally demanded or not)
- 4.1.1 or, if there is a breach of any agreement or provision of this Tenancy Agreement on the part of the Tenant or, if the Property shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days
- 4.1.2 or, if any of the Grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply
- 4.1.3 then the Landlord shall be entitled to terminate and forfeit this Tenancy and re-enter the Property and recover possession of it but only after having obtained a Court Order to that effect. Upon receipt of a Court Order the Tenancy shall be determined but without prejudice to any claim by either party against the other in respect of any breach or non-observance of any of the agreements or obligations contained in this Tenancy Agreement.

PART FIVE

GENERAL

The Landlord and Tenant will also observe and perform the obligations as set out in Part 5 to these Tenancy Terms and Conditions
PROVIDED ALWAYS AND IT IS AGREED THAT AS FOLLOWS:

- 1.1 The Landlord agrees that any Rent payable by the Tenant or a fair proportion of it will be suspended for any period the Property is rendered uninhabitable by fire or any insured risk provided the fire or damage was not caused by any default or negligence on the part of the Tenant or the Tenant's invited guests, visitors or the Tenant's family.
- 1.2 If the Landlord and the Tenant do not agree on the fair proportion payable under Clause 1.1 above, either party may at any time apply to an independent surveyor to act as an expert in determining the dispute and whose decision (including the decision as to costs) shall be final and binding.
- 1.3 Any person other than the Tenant who pays the Rent or any part of the Rent to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant.
- 1.4 The Tenant acknowledges that the Landlord's Agent will comply with the Proceeds of Crime Act 2002 and will report to the National Crime Agency any occasion when the Agent suspects or has reasonable grounds to suspect any contravention of the Money Laundering Regulations 2007 or any replacement thereof.

Please Initial

Leaders October 2015

How to rent



The checklist for renting in England

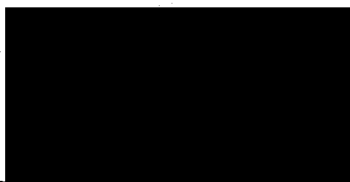
This information is frequently updated.
Search on GOV.UK for How to rent

October 2015



Department for
Communities and
Local Government

Please Initial



Leaders October 2015

- 1.3 Agree that the Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Tenancy Agreement shall peaceably hold and enjoy the Property during the Tenancy without any lawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
- 1.4 Insure the Property and the Fixtures and Fittings specified in the Inventory and Schedule of Condition to their full replacement value with an insurance company of repute and all items normally covered by a householder's comprehensive policy.
- 1.5 Keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the said Equipment and effects but always PROVIDED that this Tenancy Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Property and the Equipment and effects in a Tenant-like manner and PROVIDED FURTHER that the Tenant shall pay the Landlord in respect of the cost of repairs to such installations or items resulting from misuse or neglect howsoever or by whomsoever caused.
- 1.6 Appoint an Agent in the UK to receive the Rent due under the terms of this Tenancy Agreement if his normal place of abode is not within the United Kingdom. In default thereof the Landlord agrees that the Tenant will deduct such sums from the Rent as may be required by the Finance Act 1995 or any subsequent legislation.
- 1.7 The Landlord agrees to meet the cost of any standing charge imposed by a utility provider where a meter exists but no service is supplied to the Property.
- 1.8 In the absence of a working terrestrial television receiver aerial at the Property, meet the cost of the professional installation and maintenance of such an aerial in order that the Tenant may receive standard terrestrial television always provided the installation of such an aerial is permitted on the Property or the Building and is in accordance with any relevant planning regulations imposed by the Local Authority.

2. SAFETY REGULATIONS ENSURE THAT:

- 2.1 All the furniture and equipment within the Property which has been provided by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993).
- 2.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the written record has been given to the Tenant at the commencement of the Tenancy.
- 2.3 The electrical appliances at the Property which have been provided by the Landlord comply with the Electrical Equipment (Safety) Regulations 1994.
- 2.4 The Property will be maintained in accordance with the requirements of the Health and Safety at Work Act 1974 to ensure the safety of the Tenant and the Tenant's invited guests, visitors or the Tenant's family.
- 2.5 All works specified in Part P and Part G and all relevant sections of the Building Regulations will be inspected and certified in accordance with the requirements of the Regulations.
- 2.6 All required remedial works and repairs under the Housing Health and Safety Rating System will be carried out to ensure compliance with all Category 1 and Category 2 Hazards.
- 2.7 All equipment and items in the Property which have been provided by the Landlord comply with the General Product Regulations 2005 and BS6262: Part 4: 1994 with respect to safety glazing and that all glazing fitted in critical locations in the Property is safe.
- 2.8 The Property complies with The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 and an Energy Performance Certificate will be supplied in accordance with these regulations.

3. STATUTORY REPAIRING OBLIGATIONS

Please Initial

Leaders October 2015

- 8.10 Not keep a water bed on the Property without the written permission of the Landlord, such permission not to be unreasonably withheld.
- 8.11 Not cause nor allow the telephone apparatus or wiring in the Property to be removed or replaced or the number altered except with the prior written consent of the Landlord such consent not to be unreasonably withheld. After such consent has been received inform the Landlord of any new number within 7 days.
- 8.12 Not change or allow to be changed any meter in the Property relating to the supply of gas, electricity, fuel, water and sewerage charges and telephone and broadband without the prior written consent of the Landlord such consent not to be unreasonably withheld.
- 8.13 Not commit or allow the commission of any act which could lead to the prosecution of the Landlord under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies same) nor bring, keep or permit the keeping of any unlawful drugs or prohibited substances in the Property.
- 8.14 Not fix any items to walls of the Property with the exception that a reasonable number of pictures may be hung using only commercially made picture hooks and not stick any sellotape, blue tac or any other adhesive substance to the doors, walls, windows or any of the Fixtures and Fittings of the Property.
- 8.15 Not use any apparatus which overload the electrical installations at the Property.
- 8.16 Not remove any of the Fixtures and Fittings from the Property and not to store them in the loft, basement or garage (if any) without obtaining the proper written consent of the Landlord and thereafter ensuring that the said items are stored safely and upon vacating the Property to return them to the places in which they were on the commencement date. Failure by the Tenant to do so will entitle the Landlord to charge the Tenant the fee incurred for locating and re-siting all such items.
- 8.17 Not remove the furniture Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Property.
- 8.18 Not hang or place wet or damp articles of washing upon any item or room heater but hang such items only upon a designated clothes rack.
- 8.19 Take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.
- 8.20 Use all security bolts and locks on all windows and doors and the security alarm, if any, on any occasion that the Property is left vacant.
- 8.21 Pay any call-out charges or other charges incurred by the Landlord where the Tenant or visitors has accidentally or negligently set off the burglar alarm.
- 8.22 Not install or change any locks or alarm codes in the Property, except in an emergency, without the prior consent of the Landlord, which will not be unreasonably withheld. Where the Tenant has installed any additional locks or bolts at the Property or has changed any lock, the Tenant will immediately inform the Landlord and pay all costs incurred by the Landlord as a result of such actions in addition to providing, at the Tenant's cost, a copy of all keys to the Landlord.
- 8.23 Not cut any additional keys to the Property without the prior written consent of the Landlord or Landlord's Agent.
- 8.24 Inform the Landlord of any change to the alarm code within 2 days of any such change.
- 8.25 Notify the Landlord in writing if the Property is to be left vacant for any continuous period of more than 14 days and take all reasonable steps to ensure that the Property is secure and all security locks, bolts and alarms (where applicable) are used when it is unoccupied.
- 8.26 Not tamper with any gas installation or gas appliance or block any air vents or allow anyone other than a Gas Safe registered engineer authorised by the Landlord or Landlord's Agent to have access to any gas installation or gas appliance at the Property and acknowledge receipt of a copy of the current gas safety record in accordance with Gas Safety (Installation and Use) Regulations 1998.

Please Initial

Leaders October 2015

- 7.1 Permit the Landlord, Superior Landlord, Landlord's Agent or appointed contractors at all reasonable times by prior appointment upon giving at least 24 hours written notice (except in emergency) to enter the Property, view its condition and carry out necessary repairs, maintenance, alterations or redecoration or to improve or rebuild any adjoining or neighbouring Buildings or to maintain repair or replace any Fixtures and Fittings, furniture or effects or for the purpose of complying with any obligations imposed on the Landlord by law. Access must also be permitted to any roof space or, if the Property forms part of a Building, to any other part of the Building.
- 7.2 Allow onto the Property any persons that may reasonably require such access to carry out work to neighbouring premises or any boundary divide.
- 7.3 Having previously agreed and arranged an appointment with any contractor appointed by the Landlord the Tenant will be liable for all costs imposed by the Contractor and incurred by the Landlord as a result of the Tenant breaking that previously agreed appointment.
- 7.4 During the last two months of the Term, permit the Landlord's Agents or any estate agents' notices or boards to be affixed to the Property.
- 7.5 During the last two months of the Tenancy, allow access to the Property to the Landlord's Agent and any estate agents together with any prospective buyer, mortgagee, their surveyors or future Tenant at all reasonable times during normal working hours of the Agent upon giving 24 hours written notice made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Property and who is authorised by the Landlord or the Landlord's Agent to view the Property.

8. CONDUCT THE TENANT WILL:

- 8.1 Not make any alteration or additions or decorate or cause any damage to the Property or any other part of the Building or the electrical and plumbing systems and not erect any satellite dish nor install cable television without the written consent of the Landlord, such consent not to be unreasonably withheld.
- 8.2 Not assign, underlet, charge, part with or share possession or occupation of the Property or any part of it provided always that the Tenant shall be permitted to share the occupation with any person(s) named in the Particulars as Permitted Occupants on a rent free licence, but such persons shall obtain no benefit from the Rights of Third Parties Act 1999.
- 8.3 Use the Property as a private residence only for the Tenant and Permitted Occupants and not carry on in the Property any profession, trade or business.
- 8.4 Not hold or allow any sale by auction at the Property.
- 8.5 Not cause or permit in or about the Property any act which may be or become a nuisance or annoyance to neighbours or which may cause the neighbours and third parties loss, damage or distress.
- 8.6 Not cause annoyance to neighbours by noise, singing or music of any description whether by radio or other equipment or instrument at any time, particularly where the noise is audible outside the Property between 10:00pm and 7:30am.
- 8.7 Not obstruct common passageways, staircases and hallways of the Building nor place or keep anything on them except with the prior written consent of the Landlord.
- 8.8 Not keep any animals, birds, reptiles or pets of any description in the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or withdrawn. Where the Landlord gives such consent then the Tenant agrees to pay the Landlord or Landlord's Agent an additional deposit.
- 8.9 Not take into, keep or use in the Property any heater or like Equipment which requires gas, paraffin or other liquid fuel for consumption nor to keep any combustible offensive or dangerous fluid, fuels or materials upon the Property, apart from small quantities of those reasonably required for general household use, and strictly observe and comply with all statutory requirements and regulations and all directions or notices received from any Local Authority or Fire Authority, and/or any electricity, water or gas supplier and allow access for all necessary repairs and works and co-operate with the Landlord or their contractors in this respect.

Please Initial

Leaders October 2015

- 2.5 Within 7 days provide in writing the name and address of any new supplier of utilities to the Landlord or the Landlord's Agent.
- 2.6 Pay the Council Tax or its replacement in respect of the Property for the Tenancy.
- 2.7 Purchase the appropriate television broadcast receiving licence in respect of any television receiver in the Property.
- 2.8 Be responsible, for the costs of emptying or clearing a septic tank or cesspit, if applicable, as required, during the Tenancy and immediately prior to the end of the Tenancy.

**3. CONDITION OF THE PREMISES
REPAIR, MAINTENANCE AND CLEANING
THE TENANT WILL:**

- 3.1 Keep the interior of the Property (including doors, locks, windows, glass and frames) in as good a state of repair and condition as at the commencement of the Tenancy except those installations which the Landlord is liable to repair under Section 11 of The Landlord and Tenant Act 1985 as described in Part 3 Clause 3 below (fair wear and tear and accidental fire damage excepted) and in particular to clear, maintain, repair or replace any sinks, sanitary fittings, cisterns, drains, waste or soil pipes or other installations or equipment damaged, blocked or broken by any act, neglect or omission on the part of the Tenant or the Tenant's guests or visitors.
- 3.2 Be responsible for unblocking or clearing stoppages in guttering or downpipes.
- 3.3 Be responsible for regularly descaling all sanitary ware including any shower heads to prevent the build up of lime scale.
- 3.4 Regularly clean all glass and internal and external window surfaces (where possible) and also at the end of the Tenancy.
- 3.5 At least once every nine months of the Tenancy and in any case immediately prior to the end of the Tenancy have any working chimneys, made use of by the Tenant, swept by an appropriate person and retain a suitable record, receipt or receipted invoice to demonstrate compliance with this obligation.
- 3.6 Replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Tenancy and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Tenancy.
- 3.7 Ensure that during and at the end of the Tenancy that all smoke and carbon monoxide alarms (if applicable) are in good working order and replace all batteries as and when necessary by checking the alarms regularly at least once a month and replacing all batteries as and when necessary.
- 3.8 Take all reasonable precautions to prevent any damage to the water or heating systems by freezing or other natural phenomenon, but this does not require the Tenant to lag or otherwise protect pipes that are not already lagged or protected, and leave the heating on continuously at a low setting if the Property is left vacant or unoccupied during the winter months, and in the event of any damage caused by failure by the Tenant to take such precautions, the Tenant will immediately and at the Tenant's own expense effect such repair and replacement as may be necessary to reinstate the system in good working order and also to repair and make good any consequent damage that may have been caused to the Property or its decorations.
- 3.9 Take all reasonable precautions to prevent any infestation at the Property during the Term of the Tenancy and to be liable for the cost of a professional de-infestation of the Property its furniture and effects should an infestation occur after a period of one month from the commencement of the Term but this does not require the Tenant to be responsible for any infestation of the structure of the Property.
- 3.10 Remove regularly all rubbish from the Property and place it in the appropriate receptacle provided for rubbish by the Local Authority or by the Block Management Company at the collection point provided and comply with the regulations made by the Local Authority for the sorting of all rubbish into separate categories using the receptacles provided by the Local Authority.

Please Initial

Leaders October 2015

- 1.12 "Fixtures and Fittings" includes all of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and Schedule of Condition supplied.
- 1.13 "Emergency" means where there is a risk to life or critical damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 1.14 "Notice" means any notice given in writing.
- 1.15 "Deposit" means the money deposited by the Tenant with the Landlord or Landlord's Agent against any failure on the Tenant's part to comply with the terms of this Tenancy Agreement. The Deposit is safeguarded by the Tenancy Deposit Protection Scheme in accordance with the Housing Act 2004. The Deposit will be held by the Landlord's Agent as Stakeholder.
- 1.16 "Stakeholder" means the Agent holds the Tenancy Deposit and cannot release it until one party or the other becomes entitled to the money by mutual written consent or as determined by The Dispute Service or by an order of the courts.
- 1.17 "The Dispute Service" (TDS) means the company limited by guarantee registered in England and Wales with registration number 4851694 which has been set up in accordance with the Housing Act 2004 and under contract to the Department of Communities and Local Government for the protection of Tenancy Deposits and the resolution of disputes between Landlords, Agents and Tenants.
- 1.18 "Alternative Dispute Resolution Service" (ADR) means the procedure for adjudicating on any dispute relating to the Deposit.
- 1.19 "Independent Case Examiner" (ICE) means the independent examiner appointed by The Dispute Service to adjudicate with respect to a Tenancy Deposit dispute.
- 1.20 "Member" means Leaders Limited is a member of The Dispute Service and/or any other Deposit protection scheme approved in accordance with the Housing Act 2004.

2.0 DEPOSIT

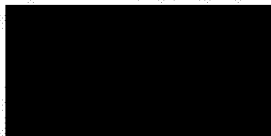
- 2.1 **The Deposit:** as listed in the Particulars to be held by Leaders Limited as Stakeholder.
- 2.2 Deductions may be made from the Deposit according to Clause 2.4.
- 2.2.1 The Tenant agrees that The Dispute Service Prescribed Information and a leaflet explaining how the Deposit is protected by the Housing Act 2004 has been provided by Leaders Limited who hold the Deposit.
- 2.2.2 No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement or as determined by The Dispute Service or by a court order.
- 2.3 All interest earned will belong to Leaders Limited.
- 2.4 **Purpose of the Deposit -**
The Deposit has been taken for the following purposes:
- 2.4.1 Any Rent or other money due or payable by the Tenant under this Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 2.4.2 Any damage, or compensation for damage, to the Property, its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 2.4.3 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings.

Please Initial

Leaders October 2015

8. WHEREAS	The Landlord shall let and the Tenant shall take the Property as an Assured Shorthold Tenancy for the Term and the Rent stated in these Agreement Particulars and as set out in the attached Tenancy Terms and Conditions. The Landlord further gives Notice to the Tenant that the Landlord may be entitled to possession of the Property on Grounds 1, 2 and 8 in Part 1 of Schedule 2 of the Housing Act 1988 and any of the Grounds in Part 2 Schedule 2 of the Housing Act 1988. 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 at 44b Summerley Lane Felpham Bognor Regis PO22 7HX . The Landlord agrees to directly refund any overpayment of rent made by the Tenant to the Landlord under the terms of this Agreement.
--------------------------	---

1743098/ref: 2nd November 2015

© Leaders Limited	AST INT	Initials 
Read this document carefully and thoroughly. Once signed and dated this Tenancy Agreement will be legally binding and may be enforced by a Court. If you are in any doubt about the content of this Tenancy Agreement, we recommend that you seek independent legal advice before signing.		

