

ASSURED SHORTHOLD**TENANCY AGREEMENT****For Letting a Residential Dwelling house**

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1. This Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy agreement as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.
 2. This Agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.

Note for Tenants

This Agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the agreed term. This Agreement may not be terminated early unless the Agreement contains a break clause, or written permission is obtained from the Landlord.

If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

Initials _____
Landlord

**Assured Shorthold Tenancy Agreement
For Letting a Residential Dwelling House**

Date	10 November 2007
Landlord(s)	L E Walwin & Partners Ltd
Landlord(s) Address	44b Summerly Lane Felpham Bognor Regis West Sussex PO22 7HX
Landlord's Agent	Henry Adams Lettings Limited Liability Partnership 3 Northgate, Chichester, West Sussex, PO19 1BA
Tenant(s)	Ben Robin David Parslow and Tom Christopher Redman and Rebecca Maria Staines
Property	44a Summerly Lane Felpham Bognor Regis West Sussex PO22 7HX
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the inventory
Term	For the term of 6 months. For the purpose of this agreement "The Term" shall include any extension or continuation of the fixed Term
Commencing on	10 November 2007
Expiring on	9 May 2008
Rent in figures	£695.00 per calendar month
Rent in words	Six Hundred and Ninety-Five Pounds per calendar month
Payment	In advance by equal monthly payments on the 10 th day of every month by standing order
Deposit in figures	£960.00
Deposit in words	Nine Hundred and Sixty Pounds

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- 1 The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the rent payable as above.
2. The Tenant pays the deposit to the Agent as security for the performance of the Tenant's obligations and to pay the Landlord for any breach of those obligations. Henry Adams Lettings shall hold the deposit in a bonded account as Stakeholder and any interest earned will belong to the Agent. The Agent is a member of the Tenancy Deposit Scheme. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against the rent. The balance of the deposit is to be paid to the Tenant no sooner than seven working days, and no later than thirty working days of the Tenants' departure from the tenancy following the expiration of the tenancy. In the event that the Tenant shall be more than one person, the receipt of any one person included in the Tenancy shall be sufficient discharge for the Landlord or his Agent for the return of any monies or any part of the deposit. Any deduction of the deposit will be subject to the full and final Check-Out Report.

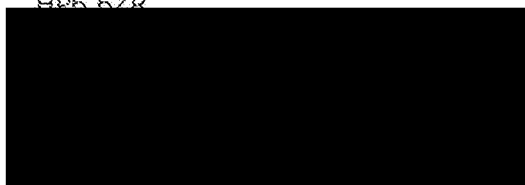
2.1 The deposit has been taken for the following purposes:

- 2.1.1 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 of allowance for fair wear and tear and for 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.
- 2.1.2 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 agreement, including those relating to the cleaning of the property, its fixtures and fittings.
- 2.1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the Tenant is liable.
- 2.1.4 Any rent or other money lawfully due or payable by the Tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

2.2 Protection of the deposit

- 2.2.1** The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZB



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2.3 At the end of the tenancy

- 2.3.1** The Landlord must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit.
- 2.3.2** If there is no dispute the Agent will keep or repay the deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit and confirming it in writing to the Agent.
- 2.3.3** The Tenant should inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the Ice is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 2.3.4** If, after 10 working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit the dispute will (subject to 2.3.5 below) be submitted by the Landlord or the Tenant to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 2.3.5** If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 2.3.6** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2.3, 2.3.1, 2.3.2, 2.3.3, 2.3.4 and 2.3.5 above.

3. The tenant agrees with the landlord:

- 3.1** To pay the Rent on the days and in the manner specified above to the Landlord whether formally demanded or not.
- 3.2** On the anniversary of the commencement of the initial term the Tenant agrees to a 3% rent increase to the rent previously payable for any subsequent period of the tenancy and on the anniversary of that date thereafter.

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Landlord

- 3.3 To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges including the emptying of septic tanks and cess pits, gas, electric, light, television licence (if applicable) and telephone (if any) relating to the property), including any which are imposed after the date of this Agreement but related to the tenancy and to pay the total cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant shall not have a key meter installed at the property or any other meter which is operational by the insertion of coins or a pre-paid card or key.
- 3.4 Not to damage or injure the property and contents or make any alteration or addition to it, fair wear and tear and damage by accidental fire always excepted. Any redecoration is to be made only with the prior written consent of the Landlord, such consent not to be unreasonably withheld. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld.
- 3.5 Not to leave the property vacant for more than **20** consecutive days without prior notice to the Landlord, and to properly secure all locks and bolts to the doors, windows and other openings when leaving the property unattended.
- 3.6 To keep the interior of the property and contents in good clean condition and in complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the property at all times well and sufficiently aired and warmed during the tenancy.
- 3.7 Keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 3.8 To immediately pay the Landlord the value of replacement of any furniture or effects lost or damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the property.
- 3.9 To ensure that all the carpets and all the curtains (including nets), are professionally cleaned at the termination of the tenancy and that the receipts for such cleaning are provided to the Landlord accordingly. If proof of such cleaning is not produced to the Landlord within three days of termination of the tenancy the Landlord will have the carpets and the curtains professionally cleaned, the cost being the liability of the tenant.
- 3.10 Not to hang any washing, clothes or other articles outside the property otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item of furniture or room heater

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- 3.11 To leave the contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy. Any goods (whether belonging to the Tenant or members of his household or others) remaining in the property at the expiration or sooner determination of the tenancy hereby created shall be deemed to have been abandoned and thereafter the Landlord may dispose of such goods as they deem appropriate and any related costs will be charged to the Tenant.
- 3.12 That the Landlord or any person authorised by the Landlord or the Landlord's Agent may at reasonable times upon prior appointment (unless in the case of an emergency) enter the property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting.
- 3.13 Not to assign, or sublet, part with possession of the property, or to let any person other than immediate family live at the Property.
- 3.14 To use the property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- 3.15 Not to receive paying guests without the Landlord's written consent with such consent not to be unreasonably withheld, or carry on or permit to be carried on any business, trade or profession on or from the Property.
- 3.16 Not to do or permit or suffer to be done in or on the property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the property or cause the premiums to increase.
- 3.17 Not to keep any animals or birds or other living creatures on the property without the Landlord's written consent which consent may subsequently be withdrawn upon giving reasonable written notice. Where the Landlord gives such consent then the Tenant agrees to pay an additional deposit, the amount of which will be determined by the Landlord. The Tenant also agrees to have the property professionally cleaned with de-infestation cleaner at the termination of the tenancy and to provide a paid invoice to the Landlord as proof of compliance with this clause.
- 3.18 To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries, neat tidy and properly tended at all times and not remove any trees or plants and to keep any garage in good order. In the event that the property or the building shall include any external area or garden not to keep bring into or permit to be brought to the same any caravans or portable buildings nor to park nor permit to be parked thereon or to keep or to store thereon any vans lorries or similar commercial vehicles.
- 3.19 To replace all broken glass with the same quality glass in doors and windows damaged during the tenancy.
- 3.20 Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

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- 3.21 Not to use the property for any illegal or immoral purpose.
- 3.22 Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the property without the Landlord's consent, such consent not to be unreasonably withheld.
- 3.23 To take all reasonable precautions to prevent damage by frost.
- 3.24 Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the property. Where applicable the landlord will provide a copy of the Headlease.
- 3.25 In order to comply with the Gas and Safety Regulations, it is necessary
- 3.25.1 That the ventilation provided for this purpose in the property should not be blocked.
- 3.25.2 That brown or sooty build up on any gas appliance should be reported immediately to the Landlord.
- 3.26 Keep cleansed in good working order and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts exclusively served to or forming part of the property and during the winter months to take adequate precautions to avoid damage by frost and freezing. To clear any stoppages or blockages when any occur in any of the drains, gutters, down pipes, sinks, toilets, or waste pipes and ventilation ducts that serve the property.
- 3.27 Not to introduce into the property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- 3.28 The Tenant shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary.
- 3.29 Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent upon prior appointment at reasonable hours in daytime to enter and view the property with prospective tenants or purchasers.
- 3.30 The tenant(s) will not smoke nor permit any guest or visitor to smoke tobacco or any other substance in the property.
- 3.31 To hold insurance that the Landlord considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the fixtures and fittings and effects at the property as described in the Check-in Inventory and Schedule of Condition.
- 3.32 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of: -

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- 3.32.1 the recovery from the Tenant of any rent or any other money in arrears, (the Tenant will pay the Landlord an administration fee of £40.00 plus vat.) for every letter written and sent in the course of chasing arrears.
- 3.32.2 the enforcement of any of the provisions of this Agreement;
- 3.32.3 the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings; (the Tenant will pay the Landlord an administration fee of £55.00 plus vat)
- 3.32.4 To pay the cost of any bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonored or if any standing order payment is withdrawn by the tenants bankers; (the tenant will pay the Landlord an administration fee of £25.00 +vat).

3.33 In the event of the lawful termination of this agreement before the termination date the Tenant shall pay to the Landlord the sum of £500.00 plus vat as a contribution towards the re-letting costs.

3.34 The Tenant shall be responsible for clearance of any infestation of inter alia mice, rats, wasps, bees, flies or any other pest occurring during the Term.

3.35 To ensure at all times that the property is sufficiently heated and ventilated to prevent the formation of condensation in the property and any such deterioration or dilapidation of the property and/or its contents by reason of condensation shall be deemed the responsibility of the Tenant who shall be responsible for all costs of repair.

3.36 Letting agents and the Landlord may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

4 Distance Selling Regulations

4.1 The Tenant's rights to a seven working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement and paying the Rent.

5 The Landlord agrees with the Tenant

5.1 Provided the Tenant shall pay the Rent and perform the obligations on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or the Landlord's Agent.

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Landlord

- 5.2 The Landlord will return to the Tenant any rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.
- 5.3 All necessary consents have been obtained to let the property.
- 5.4 That he will pay for all assessments and outgoings in respect of the property (except for council tax and charges for the supply of water and sewerage rates, gas or electricity, television license, light and power or the use of any telephone).
- 5.5 The Landlord may re-enter the property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement and such non-compliance has not been remedied within 28 days or should the Rent be in arrears by more than fourteen days upon formal demand. This clause may be enforced subject to the provisions of the Protection from Eviction Act 1977 which requires the landlord to first obtain an order from the court before the tenant is evicted.
- 5.6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985.
- 5.7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- 5.7.1 "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy
- 5.7.2 "The Tenant" includes the successors in title. Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 5.7.3 "The Agent" is as stated in the tenancy Agreement.

6. Stamping

- 6.1 It is the Tenant's responsibility to ensure that any notice required by the Stamp Duty Land Tax legislation is completed and returned to the Inland Revenue.

7. Notices

- 7.1 The Landlord notified the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including

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notices in proceedings) may be served upon the Landlord at the address stated on this agreement.

- 7.2 The provisions as to the service of Notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorized or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.
- 7.3 The Landlord notifies the Tenant that the Landlord may be entitled to possession of the Property on Ground 1 in Part 1 of Schedule 2 of the Housing Act 1988 and any of the Grounds in Part 2 of that Schedule other than Ground 9 or Ground 16.

8 Jurisdiction

- 8.1 This agreement will be subject to the jurisdiction of the Court in England and Wales.

9 Addendum

- 9.1 The property is let together with special conditions (if any) listed on the first schedule hereto.

Initials _____
Land _____

SIGNED by the Landlord(s)

Dated:

In the presence of:

Witness Name:

Witness Address:

Witness Signature:

Signed by the Tenant(s):

[Redacted Signature Area]

Dated:

Witness Name:

Witness Address:

Witness Signature:

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Land

[Redacted Initials Area]