



Tel: 01223 322277

LEASE

DATED

BETWEEN

Mr Sample Middle Landlord,
c/o Cambridge Property Lettings

AND

Mr Sample Tenant 1, Sample Tenant 2,

**ASSURED SHORTHOLD
TENANCY AGREEMENT
RELATING TO:**

1 Sample Street, Sample, Sample, Sample, SA49 5LE

Landlord: Mr Sample Middle Landlord	Landlord's Agent: Cambridge Property Lettings 54 Roseford Road, Cambridge CB4 2HD Tel: 01223 322277 cpl@home.letmc.com						
Tenant: Mr Sample Tenant 1, Sample Tenant 2,	Guarantor: Mr GForename1 FSurname1, Sample Guarantor 2,						
Property: 1 Sample Street, Sample, Sample, Sample, SA49 5LE	Term: 12 months from 01/08/2011 to 31/07/2012 (see clause 1.6)						
Rent: <table border="1" data-bbox="124 896 1468 1066"> <thead> <tr> <th data-bbox="124 896 555 958">From</th> <th data-bbox="555 896 1018 958">To</th> <th data-bbox="1018 896 1468 958">Total Rent</th> </tr> </thead> <tbody> <tr> <td data-bbox="124 958 555 1066">Start Tenancy (01/08/2011)</td> <td data-bbox="555 958 1018 1066">End of Tenancy (31/07/2012)</td> <td data-bbox="1018 958 1468 1066">Payment of £375.80 per calendar month</td> </tr> </tbody> </table> (see clause 1.7)		From	To	Total Rent	Start Tenancy (01/08/2011)	End of Tenancy (31/07/2012)	Payment of £375.80 per calendar month
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Start Tenancy (01/08/2011)	End of Tenancy (31/07/2012)	Payment of £375.80 per calendar month					
Deposit: £650.00 (see clause 1.8)							
Landlord's Agent's Bank Account: Name of Bank: HSBC Address of Bank: St. John's Innovation Park, Cambridge, CB4 0DS Account number: 83000095 Sort code: 40-16-59							

NB: The above is a summary only and shall be ignored in determining the agreed terms. The actual terms of the agreement are contained in the pages following and those pages only contain the agreed terms between the Landlord and Tenant.

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
Under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

1 Particulars

1.1 Parties

1.1.1 The Landlord

Mr Sample Middle Landlord,
c/o 54 Roseford Road, Cambridge CB4

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant(s)

Mr Sample Tenant 1 - Address 1, Address 2, Address 3, Address 4, xx00 0xx

Sample Tenant 2 -

Where there is more than one tenant they shall be joint Tenants and shall be jointly and severally liable for all the terms and conditions within this tenancy agreement.

1.1.3 The Guarantor(s)

Mr GForename1 FSurname1 - Guarantor Address 1, Guarantor Address 2, Guarantor Address 3, Guarantor Address 4, cf72 6hh

Sample Guarantor 2 - Guarantor Address 1, XX00 0XX

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Cambridge Property Lettings of 54 Roseford Road, Cambridge CB4 2HD or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.5 Property

1.5.1 The property situated at and being 1 Sample Street, Sample, Sample, Sample, SA49 5LE together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.6 Term

1.6.1 The Term shall be for a definite period of 12 months from and including 01/08/2011 to and including 31/07/2012. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in paragraph 1.6.1 as following the fixed term.

1.7 Rent

1.7.1

From	To	Total Rent
Start (01/08/2011)	Tenancy End of Tenancy (31/07/2012)	Payment of £375.80 per calendar month

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order to HSBC, St John's Innovation Park, Cambridge CB4 0DS, sort code 40-16-59 for credit to account number 83000095 in the name of Cambridge Property Lettings Ltd. or such other method as the Landlord's Agent shall require.

1.7.3 The first payment of Rent is due on or prior to the date of taking possession.

1.7.4 Thereafter the "Rent Due Date" will be the first of each month, and all subsequent payments are to be received by the bank referred to in Clause 1.7.2 above by the "Rent Due Date".

1.7.5 Overdue rental payments will be subject to interest at the rate of 3% above

HSBC base rate per annum calculated from the date the payment was due up until the date payment is received, and **an administrative charge of £20 in the event of the rent not being in Cambridge Property Lettings' bank account on the Rent Due Date.**

- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the condition listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 If this tenancy is extended, continued or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure in 1.7.1 at any time.

1.8 Deposit

- 1.8.1 The Deposit of £650.00 will be paid by the Tenant.
- 1.8.2 The Deposit will be received by the Landlord's Agent as Stakeholder and will be registered with The Dispute Service (TDS).
- 1.8.3 Any interest earned will belong to the Agent.
- 1.8.4 The Purpose of the Deposit
The deposit has been taken for the following purposes:
 - 1.8.4.1 Any damage, or compensation for damage, to the property its fixtures and fittings or for any 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 any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
 - 1.8.4.2 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 tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 - 1.8.4.3 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.
 - 1.8.4.4 Any rent or other money 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.

1.8.5 At the end of the tenancy

- 1.8.5.1 The Agent must tell the tenant within ten working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 1.8.5.2 If there is no such 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 ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 1.8.5.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Agent as due from the Deposit within twenty 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.
- 1.8.5.4 If after ten working days following notification of a dispute to the Agent and reasonable attempts having been made in that time limit 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 clause 1.8.5.5 be submitted to adjudication. All parties agree to co-operate with the adjudication.
- 1.8.5.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 If the Landlord, acting reasonably, has need to use part or all of the Deposit during the Term because of a breach of any of the terms of this agreement by the Tenant, then the Tenant will pay, on demand, a sum sufficient to replenish the Deposit.
- 1.8.8 Where the Landlord has more than one reason to claim against the Deposit, the Landlord, acting reasonably, may choose the allocation of the Deposit against those claims.
- 1.8.9 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.
- 1.8.10 The balance of the Deposit will be refunded by crossed cheque or bank transfer. Payment to one of joint and several Tenants shall be deemed to

be the receipt by all persons named as Tenant and is valid discharge for the Landlord and Landlord's Agent.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.10 Arbitration

The tenant hereby agrees that should a dispute arise between themselves and the Landlord with regards to any other matter in any way covered by the tenancy of the above mentioned property to let Cambridge Property Lettings act as arbitrators and agree to be bound by their decision.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is: c/o Cambridge Property Lettings, 54 Roseford Road Cambridge CB4 2HD

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
- 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 **If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least two month's prior Notice in writing.**
- 2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

2.6 Distance Selling Regulations

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "cooling off" period will cease immediately the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

3 Possession

- 3.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
- 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
- 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
- 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an Assured Shorthold Tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Pay a charge of £16 to the Landlord's Agent for each letter the Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.6 Pay a charge of £20 for the first missed payment, £30 for second missed payment and £40 for any missed payments thereafter that have been presented to the landlords agents bank but are returned, refused or

re-presented by the bank for any reason.

- 4.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs having taken all reasonable steps to have the emergency work arranged by the agent, for which the Landlord is liable.
- 4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.12 Pay the agent for the time taken for arranging all remedial work, currently £22 per hour plus VAT, and the cost of replacement items that the company has to arrange, that may be necessary at the end of the tenancy as a result of the tenant not fulfilling the obligations within this contract.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct

written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

- 4.2.6 If there is a British Gas Homecare plan or similar in place for the property, it is the Tenant's responsibility to communicate with British Gas or the relevant contractor and give access for any required repairs, this includes boiler servicing or landlord gas safety certificate (a legal requirement) prior to or on the expiry date of the existing certificate.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
- 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in a tenant-like manner.
- 4.3.4 Clean the windows of the property on a regular basis and in the last two weeks of the tenancy, providing at the end of the tenancy a contractors receipt to show compliance.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible include putting fat down the sink, failure to remove hair from plug holes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet. If a blockage occurs it is the Tenants responsibility to clear or arrange for the clearance and associated costs.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.

- 4.3.10 Permit the Landlord and or his agents or others to enter the property after giving 24 hours written notice (except in case of emergency when access shall be immediate) by post or e mail, at reasonable times of the day. The Landlord or his agent may use their keys to gain access if the tenant is unable to be present.
- 4.3.10.1 to view their state and condition and to execute repairs and other works upon the Property or other properties.
- 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
- 4.3.10.3 to show prospective Tenants the Property, during the last two months of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11 In the event of radiators needing bleeding or a central heating boiler needing re-pressurising to be responsible for carrying this out themselves or arranging for a contractor to carry this out for them at their own cost.
- 4.3.12 Not add any aerial, antennae or satellite dish to the building without the Landlord's consent.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the property at all times sufficiently well aired and heated to avoid build up of condensation and prevent mildew growth and to protect it from frost. If mildew does occur, to clean it off immediately and on a regular basis.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.

- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any notice, sign, poster or other thing to the internal or external walls or surfaces of the property using picture hooks (other than those already at the property), adhesive tape, blue tac (or similar) or any other products that may cause damage.
- 4.3.27 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property.
- 4.3.28 Not allow children to live in the Property, without the Landlord's consent.
- 4.3.29 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, on the Tenant for so doing.
- 4.3.31 To wash and press all linen, blankets, bedding, etc at the end of tenancy.
- 4.3.32 Have the chimney (if applicable) swept by a professional firm at the end of the tenancy and to produce a receipt to show that it has been carried out.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or

may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.

- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the Tenants named in this contract.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.11 **Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 48 hours.**
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.

- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.
- 4.4.17 Not to smoke or allow any guests to smoke any sort of tobacco within the premises.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Yield up the Property at the end of the tenancy in a good clean state and condition and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the professional cleaning of carpets and curtains at the end of tenancy and to provide a receipt from a professional company to show compliance (a receipt for a hired carpet cleaning appliance from a DIY store is not acceptable)
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures, fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the start of the tenancy. In the event of any furniture not being in its original position, to pay for the cost of a contractor to replace items in their original position.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.

- 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 4.6.8 To provide a forwarding address at the tenancy end and arrange for the forwarding of personal post through the Post Office and to settle all utility bills.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

- c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

6 Housing Benefit

- 6.1 The Tenant authorises the Local Authority to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 6.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 6.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

7 Guarantor

- 7.1 The Guarantor agrees to pay the Landlord and the Landlord's Agent against any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 7.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 7.3 The Guarantor agrees to make payments lawfully due under clause 7.1 or 7.2 even after the Tenant has yielded up possession.
- 7.4 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Guarantor, the 7 day "cooling off" period will cease immediately the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property.

8 Tenant charges (inclusive of VAT)

- Application fee (non refundable) = £125.00 per applicant
- Guarantor application fee (non refundable) = £30.00 per guarantor
- Early release fee (subject to agreement from Cambridge Property

Lettings) = £250.00

- Late rent payment fee = £20 for first missed payment, £30.00 for second missed payment and £40.00 for any missed payments thereafter.
- If the tenant does not cancel their standing order at the end of tenancy and Cambridge Property Lettings have to return overpaid monies the fee = £20.00
- Change of named tenant mid contract (does not include replacement Tenants application fee) = £250.00
- In the event of the property not being ready for check out at the agreed time at the tenancy end and a return visit being required = £100.00
- For any correspondence the tenant requests and is agreed to by Cambridge Property Lettings = £16.00 per letter or email
- For any correspondence in relation to breaches of the tenancy agreement = £16.00 per letter or e mail

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Special Conditions

Test 2

Test 1

Test 3

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**SIGNATURE OF LANDLORD'S
AGENT**

Landlord Sign Here

SIGNED by Sample Tenant 1
(The Tenant)

Sample Tenant 1 Sign Here

SIGNED by Mr GForename1
FSurname1
(The Guarantor)

Mr GForename1 FSurname1
Sign Here

SIGNED by Sample Tenant 2
(The Tenant)

Sample Tenant 2 Sign Here

SIGNED by Sample Guarantor 2
(The Guarantor)

Sample Guarantor 2 Sign Here

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