



Assured Shorthold Tenancy Agreement

FOR

35, Green Acre, Durham, DH1 1JA

Tenants:

Lead Tenant

Second Tenant

Particulars

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:
Capital Properties Ltd, Mount Stuart House, Mount Stuart Square,
CF10 5FQ

1.1.2 The Tenant:
Mr Lead Tenant

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

The Tenant agrees that the Landlord's Agent may provide the Tenant's name, address and other contact details to third parties including, but not limited to, the Landlord, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean , Capital Properties Ltd, Mount Stuart House, Mount Stuart Square, CF10 5FQ, or such other agents as the Landlord may from time to time appoint.

1.3 Property

1.3.1 The property situated at and being 35, Green Acre, Durham, DH1 1JA, UNITED KINGDOM ,

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.

1.4 Term

1.4.1 The Term shall be from and including 01/07/2020 to and including 01/07/2021 and ten monthly periodic. Please see section 2 as it contains important information about what you must do to end the tenancy.

1.5 Rent

1.5.1 The rent shall be £ 869.05 payable in advance. $\frac{3}{4}$ rent in July and August 2019.

1.5.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by bank transfer.

1.5.3 The first payment of £ 869.05 being due on 01/07/2020 or prior to the date of taking possession. The first payment of £ 869.05 being due on 01/09/2019. The last payment of £ 869.05 being due on 01/06/2020 which still applies regardless of the date you vacate the property.

1.5.4 Thereafter the "Rent Due Date" will be the 1st of each month during the Term of this agreement.

1.5.5 Overdue rental payments will be subject to a £20.00 admin charge.

1.5.5.1 A charge of £15.00 will be made to the tenant for each written reminder of overdue rent. The first to be issued no earlier than 5 days after the rent became due and thereafter on a weekly basis until the amount is due is paid in full.

1.5.5.2 A charge of £20.00 will be made to the tenant should the Landlord's agent be required to refund any overpaid rent as a direct result of the non-cancellation of standing order payments by the tenant after the tenancy period has ended. Capital Properties will not be held liable for any bank or other charges incurred by the tenant in overpayment of rent during or after the tenancy.

1.5.6 Rent Increase

1.5.6.1 If for any reason the Tenant remains in possession of the Property, for more than 12 months, then the Rent may increase once each year.

1.6 Deposit

1.6.1 The Deposit of £ 0 will be paid by the Tenant upon signing of the contract.

1.6.2 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

1.6.3 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 14 days once the following have been completed:

1.6.3.1 the tenancy has ended and possession of the Property has been returned to the Landlord and

1.6.3.2 all keys have been returned to the Landlord and

1.6.3.3 both parties have confirmed their acceptance of any Deposit deductions.

- 1.6.4 The Deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at www.depositprotection.com.
- 1.6.5 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.
- 1.6.6 The Landlord's Agent will keep the interest for any amount of the Deposit not refunded to the Tenant
- 1.6.7 The Deposit will be refunded to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

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 in clause 1.1.1 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 as follows:
The property company 1, Example Street, Example City, AA1 1AA
If the tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.
- 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 ordinary post 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 or
- 2.3.1.3 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.
- 2.4 Break Clause
- 2.4.1 This agreement creates a tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.4.1 as "to and including (date)").
- 2.4.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 2.4.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term

by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause.

2.5 Ending the Tenancy

2.5.1 Due to the nature of the student lettings market we will require notice of whether you intend to stay in your property for another academic year by the end of the December.

2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

3 Possession

3.1 Without limiting 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, or

3.1.2 the Tenant is in breach of any of the obligations under this agreement, or

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), or

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 Renewals - Should you wish to re-new your contract after the end of the fixed term the charge will be £45.00 plus VAT per person. This fee covers all administration plus preparation of all legal contracts.

4.1.3 Breaking of fixed term contract. Please note that you are signing a fixed term contract and rent is payable until the end of the fixed term. Should your circumstances change and you are no longer able to fulfil this tenancy you will only be released from your responsibilities once a new suitable tenant is found. The charge to you should break your contract will be £150.00. This fee covers drawing up all legal documents, checking you out of the property and checking a new person into the property, finding a new tenant to replace you. Organising for all existing tenants plus new tenants to sign the new contract. All tenants are required to attend signing at the same time. The contract is not legally binding until all signatures obtained.

4.1.4 Pay all utility bills and council tax relating to the tenancy, including all water, gas, electricity consumed on the Property including all fixed and standing charges. 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.

4.1.5 Pay for the reconnection of water, gas, electricity if the disconnection results from any act or

- omission of the Tenant.
- 4.1.6 Pay a fee of £20.00 for each letter the Landlord's Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 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 for which the Landlord is liable.
- 4.1.8 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.
- 4.1.9 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.
- 4.1.10 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the term of the Tenancy.
- 4.1.11 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in clause 1.1.2.
- 4.1.12 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.13 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.
- 4.1.14 The TV Licence is the tenants' responsibility.
- 4.1.15 Additional charges
- 4.1.15.1 Pay £20.00 per house or room key replacement.
- 4.1.15.2 Pay £20.00 deposit (returnable) per key if agency keys are borrowed.
- 4.1.15.3 Pay £20* if you call us out Monday - Friday 9am - 5pm due to a non-emergency i.e. locking yourself out of your room/house.
Pay £50* if you call us out Monday - Friday 5pm - 10pm due to a non emergency
Pay £80* if you call us out Monday to Friday 10pm - 9am due to a non emergency
- 4.1.15.4 Pay £80* if you call us out Saturday or Sunday except 9am-1pm Saturday which is £50* due to a non emergency
*Bank Holiday and Christmas - New year are charged at £80+
- 4.1.15.5 Pay £50.00 per mattress, which is soiled, and require to be cleaned. If cannot be cleaned replacement of the mattress will be charged.
- 4.1.15.6 Pay £30.00 for cleaning of single oven. The oven should be professionally cleaned otherwise we will have to have this done and charge you for this. The charge for this is £30.00 for single oven.
- 4.1.15.7 Pay £250.00 +VAT for the metre to be changed back if as a result of default on energy

payments a pay as you go metre is installed.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's fixtures and fitting clean and tidy and in good condition, repair and decorative order.
- 4.2.2 Not permit any waste 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.

4.3 The Property

- 4.3.1 Promptly notify the Landlord's Agent via e-mail when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage 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, and forward copies of them without unreasonable delay.
 - 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 the manner a responsible and conscientious tenant would.
- 4.3.4 Mattress protectors must be used at all times. Any marks and stains will be charged accordingly.
- 4.3.5 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.6 Not remove any of the Landlord's possessions from the Property.
- 4.3.7 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.8 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 would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any

- three month period.
- 4.3.11 Permit the Landlord and or the Landlord's Agent or others, after giving 24 hours Notice and at reasonable hours of the daytime, to enter the Property, unless it is an emergency:
- 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
 - 4.3.11.2 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, or
 - 4.3.11.3 to show prospective tenants the Property and erect a board outside the property.
- 4.3.12 Where the Landlord or the Landlord's Agent have served a valid Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.15 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 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 GAS SAFE engineer, or disconnected from the supply.
- 4.3.19 Not use naked flames in any part of the property e.g. candles.
- 4.3.20 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.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.23 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.24 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.25 Not allow children to live in the Property, without the Landlord's consent, which will not be

- unreasonably withheld.
- 4.3.26 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.
- 4.3.27 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, to the Tenant for so doing.
- 4.4 General
- 4.4.1 Not permit 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 on this agreement.
- 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 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working.
- 4.4.7 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.8 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.
- 4.4.9 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlord's Agent with reasonable notice.
- 4.4.10 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.11 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.
- 4.4.12 Not alter the operation of, or disable, the smoke alarms.
- 4.4.13 Not disable or alter the operation or code of the burglar alarm.
- 4.4.14 Be responsible for maintenance of the smoke alarms and smoke detectors including checking the smoke alarms every week and replacing non-rechargeable batteries every year and report any defect promptly.

- 4.4.15 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.
- 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 Return possession of the Property at the end of the tenancy in the same good clean state and condition including the oven as it was in at the beginning of the tenancy, 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 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.4 Remove all rubbish from the Property, except one dustbin or red striped refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 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 lawfully claiming under or in trust for the Landlord.
- 5.3 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.
- 5.4 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 Tenancy Deposit Protection Prescribed Information
- 6.1 The contact details for this scheme are as follows:
Name: The Deposit Protection Service
Address: The Pavilions
Bridgwater Road

BRISTOL
BS99 6AA
Telephone number: 0330 303 0030
Email Address: enquiries@depositprotection.com
Fax Number: 0870 703 6206

- 6.2 Please see the attached leaflet from the scheme for further information. The information can also be found at https://www.depositprotection.com/media/1457/dps_custodial_terms_conditions_may2018v24_va.pdf
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.6.3 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 6.6 The Deposit Protection Service offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service).
- 6.7 The Deposit value is as per clause 1.6.1.
- 6.8 The address of the property is as per clause 1.3.
- 6.9 The contact details of the Landlord are as per clause 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 The reasons for possible deductions from the Deposit are listed in clause 1.6.2.
- 6.12 The Lead Tenant for this tenancy will be Mr Lead Tenant. The parties forming the Tenant declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.
- 7 Housing Benefit
- 7.1 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.
- 7.2 If the Landlord so requires and the Housing Benefit rules allow it, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 7.3 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.
- 8 Guarantor
- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor

agrees to pay the Landlord and the Landlord's Agent for 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.

- 8.2 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.
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.
- 8.4 Where any amount is outstanding at the end of the tenancy and no forwarding address has been provided we reserve the right to use the services of a credit reference agency to trace your whereabouts. A debt collection footprint will be left on file, which can affect your ability to obtain credit in the future.

The Landlord or the Landlord's Agent signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of his knowledge and belief.

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief;

9 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Signatures

TENANTS

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX, United Kingdom

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX, United Kingdom

(Not signed)

LANDLORD

(Not signed)

Guarantor contract

Mr Lead Tenant

35, Green Acre, Durham, DH1 1JA, UNITED KINGDOM

01/07/2020

01/07/2021

869.05

Mr Example Guarantor

12 Mount park avenue, Worcester, WR2 6NJ United Kingdom

0123 45678910

guarantor.name@email.com

1. The Landlord agrees to let the Property to the above named Tenant. In consideration of this, the Guarantor agrees only to act for the above named Tenant should she/he fail for any reason to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.

2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.

3. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the individual tenant's rental amount within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.

4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.

5. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.

6. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.

7. It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

Signature

Mr Example Guarantor
12 Mount park avenue, Worcester, WR2 6NJ
United Kingdom

(Not signed)