

This Tenancy is subject to and the Tenant agrees to be bound by the General Tenancy conditions contained herein, with the amendments and additions (if any) set out under "Special Tenancy Conditions" overleaf save that no such amendment or addition be of any effect if or insofar as it purports to empower the Landlord to determine this Tenancy at any time earlier than twelve months from the Commencement Date or the date of the Agreement whichever shall be the later.

This is a Joint and Several Tenancy Agreement and is intended to give rise to an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and as amended by the Housing Act 1996.

This tenancy includes the use of the Landlord's furniture and effects where applicable.

TENANT'S OBLIGATIONS

The Tenant will:

1. Pay the rent on the days specified and by whatever method prescribed by the Landlord and will pay interest at the rate 3% per annum above The Bank of England Base Lending Rate from time to time on any rent in arrears for more than 14 days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid.
2. Pay the Landlord prior to the signing of this Agreement a Deposit to be against any liability of the Tenant arising under this Agreement. Where applicable the deposit will be held by the landlord who is a member of a Tenancy Deposit Scheme. The deposit will then be protected by a government scheme in accordance with the Terms and Conditions of that scheme. The Terms and Conditions and Rules governing the protection of deposits held against properties managed by Anthony James, including the repayment process, can be found at www.mydeposits.co.uk.
- 3.i. Put gas, electricity, water, sewerage, Council tax, telephone and internet accounts into Tenants names and read meters at the commencement of the Tenancy. Take final readings at the end of the Tenancy and supply a forwarding address. Forward copies of receipted accounts to the Landlord or Agent.
- ii. Pay charges for utilities supplied to the Premises during the Tenancy, all charges (including rental or other necessary charges) for the use of at the Premises during the Tenancy and the costs of reconnecting such services if they are withheld owing to the act or omission of the Tenant. Pay all charges in respect of Council tax, water rate, sewerage rate and Local Government rate due on the Premises.
4. Keep all waste water and sewerage pipes free from obstructions and pay for the cost of any necessary rectification (if caused after one month of the commencement of the Tenancy) eg any sort of wipes thrown down toilets, unblocking sinks blocked with fat.
5. Keep all parts of the Premises including Landlord's fixtures and fittings in good and tenantable repair and in a good decorative state, making good all damages and breakages to the Premises and fixtures and fittings (fair wear and tear and damage by accidental fire and those other risks insured against by the Landlord and repairs which are the responsibility of the Landlord excepted).

6. Not assign underlet charge or part with or share the possession or occupation of the Premises or any part thereof and will not grant any licence or licences to occupy the Premises or any part thereof.
7. Not use the Premises or any part thereof for any purpose other than that of a private residence, nor carry on upon the Premises any profession trade or business or let apartments or rooms or receive paying guests or lodgers, or do or suffer to be done in the Premises anything which may become an annoyance or inconvenience to the Landlord or other occupier or Tenants of other Premises in the building or neighbouring properties, or which may vitiate the insurance of the Premises or cause the premium to increase.
8. Not use the Premises for any illegal or immoral purpose.
9. Not damage, injure or make any alteration to the Premises or any part thereof.
10. Not install connect or otherwise attach to the Property any cable, satellite or similar system without the written permission of the Landlord.
11. Within seven days of receipt thereof send to the Landlord all correspondence addressed to the Landlord or the owner of the Premises any notice order or proposal relating to the Premises (or any building of which the Premises form part) given made or issued under or by virtue of any statute, regulation order, direction or bye-law by any competent authority.
12. Permit the Landlord, the Landlord's employees or the Landlord's agent upon giving 24 hours prior notice (except in the case of emergency when no notice shall be required) to enter upon the Premises with or without workmen and equipment and to view the state and condition thereof and, if necessary, to carry out any repairs, alterations or other works. When work is requested by the tenant, the workmen will enter to carry out the repair without prior notice of exact time.
13. Pay all fees, expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
14. Notify the Landlord promptly after any event which causes damage to the Premises or which may give rise to a claim under the insurance of the Premises.
15. Not leave the Premises vacant for more than 30 consecutive days and to keep the premises locked and secure if they are vacant.
16. Not change the locks on the doors of the Premises or make any duplicate keys thereto but to return all such keys to the Landlord at the end of the Tenancy. Pay a charge of £20 for each key not returned on or before 11 am on the last day of the tenancy.
17. Not fix any lock to any internal door or in any way cause damage to any such door. Such an event will result in deductions from deposit.
18. If a property is viewed where there are bedrooms locks these have not been authorised by the Landlord or the Landlords agent. The Landlord or the Landlord Agent do not hold any keys and will not supply them.

19. During the Tenancy permit the Landlord or the Landlord's agent at reasonable hours to enter and view the Premises with prospective tenants or purchasers thereof.

20. At the determination of the Tenancy yield up to the Landlord the Premises (fixtures and effects) properly repaired decorated and kept in accordance with the obligations herein before contained and to remove from the Premises all the Tenant's effects. This includes replacing broken lightbulbs with working bulbs.

21. Not remove any of the said fixtures and effects from the Premises.

22. Keep the said fixtures and effects in the present state of repair and condition and replace with similar articles of at least equal value or if the Landlord requires pay for effects which may be destroyed or damaged so as to be incapable of being returned to their former condition.

23. Not keep any animals, birds or reptiles on or near the Premises; take suitable precautions against rodent infestations and to bear the cost of such eradication.

24. Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, notice, sign or advertisement or poster and not to permit any clothes or fabric to be hung out or exposed for drying or airing upon the said Premises or any part thereof as to be visible from the outside of the Premises.

25. Keep clean the windows of the Premises. Replace all broken glass where breakage can be attributed to the Tenant.

26. Keep gardens (if any) belonging to the Premises in good condition.

27. Not fix items to walls using sellotape, nails, screws, hooks, adhesive material or similar substances without written permission of the Landlord.

28. Put mattress protectors on beds immediately upon taking occupation.

29. Not leave any refuse outdoors except on the day of collection by the Refuse Department and then in a properly closed receptacle. To bring all bins back onto the premises after they have been emptied. To use recycling boxes as much as possible. At the end of the Tenancy remove all rubbish from the Premises.

30. Take steps to prevent frost damage (particularly to the plumbing and heating system) if the Premises are vacant, such as leaving the central heating on completely.

31. If applicable, ensure that a TV licence is obtained.

32. Not use or play any electrical or musical instruments of any kind or make any noise so as to cause annoyance to nearby residents or occupiers or to be audible outside the Premises. With any breach of contract the tenants will be contacted.

33. Not cause permit and suffer any of the activities specified in Section 8 of the Misuse of Drugs Act 1971 to take place in the Premises.

34. Keep fire doors and fire escape corridors clear at all times. Not leave self-closing doors propped open when the Premises is unattended, or at night-time. Kitchen doors must be kept closed at night for your own safety.

35. Not cover smoke detectors, or silence Fire Alarms.
36. Insure his own contents (the Landlord's insurance does not cover Tenant's contents).
37. Ensure that when bringing any furniture or furnishings into the flat they are up to current Fire Regulation Standard (fire retardancy). The Landlord cannot be held responsible for the Tenant's furniture or furnishings.
38. Keep kitchens and bathrooms ventilated as necessary to avoid problems of condensation, mildew or smells. Dry washing in a tumble dryer (where provided). If not available, the room must be heated and aired. Curtains should be opened daily to help reduce condensation. Extractor fans must not be disabled by switching off isolator switches (where fitted).
39. Not store or permit or allow to be stored or keep in or upon the Premises or any part thereof any gas oil or paraffin heater or store any other fuel burning appliance or any combustible fuel of any kind.
40. Not take up occupation until 15:00 hours on the first day of the Tenancy and to vacate by 10:00 hours on the last day of Tenancy.
41. To pay the professional cleaning charge at the end of the tenancy, except where cleaners have been cancelled by the agency.
42. Should an unnecessary callout be made to a maintenance company the tenants will be liable for the contractors invoice. (List includes locking yourself out, changing light bulbs, flipping mcb board switches).
43. Should a tenant wish to withdraw from the agreement at any time they must find a replacement, otherwise they are liable for their share of the rent. An administrative fee of £50 will be charged.
44. Not smoke in the property. Smoke damage and dirt may result in a deduction from the deposit for steam cleaning.
45. Show potential tenants round the property. Tenants' telephone details and/or email addresses will be included on the advertising literature for that property.
46. Keep the property clean at all times. The landlord/agency reserves the right to send in cleaners if deemed necessary. The cost to be paid by the tenants.
47. Not climb out of any window or onto any balcony or onto any roof. THIS IS EXTREMELY DANGEROUS and can result in expensive damage.

FURNITURE

If the letting includes the use of furniture and effects, the Tenant will:

1. Not damage or remove from the Premises any of the furniture and effects and make good all damages and breakages to the furniture and effects, which may occur during the Term

2. Leave the furniture and effects in the same position as they were in at the commencement of the Term.

LANDLORD'S OBLIGATION

The Landlord agrees:

1. That the Tenant paying the rent hereby reserved and performing and observing the various agreements on his part contained herein shall peaceably hold and enjoy the Premises during the Tenancy without any interruption by the Landlord or any person claiming under or in trust for him.
2. The Landlord to carry out all repairs, the liability for which is determined by Sections 11 to 16 of the Landlord and Tenant Act 1985, amended by section 116 of the Housing Act 1988.
3. To keep in repair the structure, main walls, timbers, roof and exterior of the Premises and comply with obligations under Section 32 of the Housing Act 1961.
4. To pay and keep the Tenant indemnified against payment of all rates taxes services and maintenance charges assessments impositions and outgoings payable in respect of the Premises during the Tenancy other than such as shall be payable by the Tenant under the terms hereof.
5. To pay the rent reserved by the Headlease (if any) and observe and perform the terms and conditions thereof so far as is not the Tenant's responsibility to do so pursuant of the terms hereof.
6. To insure or cause to be insured the Premises and the said furniture and effects with a reputable company and keep the same insured during the period of the Tenancy against loss or damage by fire and other insurable comprehensive risks.
7. That in the event of the Premises or any part or contents thereof being damaged by fire or tempest or any other cause through no fault or negligence on the part of the Tenant so as to be unfit for occupation or use then the said rent shall be suspended or returned until the Premises and furniture or other items as the case may require shall again be fit for occupation and use.
8. West of England Code of Good Management Practice recommends the following maintenance timescales once a fault has been reported. The landlord/agency will keep as far as practicable to the timescale guide.

Emergency repairs – 24 hours (affecting health or safety eg major electrical fault, blocked wc)

Urgent repairs – 5 working days (affecting material comfort eg hot water, heating, fridge failure, serious roof leak)

Other non-urgent repairs – 20 working days.

9. To keep in repair and proper working order the installation contained in the Premises for the supply of water gas and electricity. Provided that this Agreement shall not be construed as requiring the Landlord to carry out works for which the Tenant is liable by virtue of his duty to use the Premises and the furniture and effects in a tenantlike manner.

FORFEITURE

Provided that:

1. If the rent or any part thereof is in arrears for fifteen days after becoming due (whether formally demanded or not) or any of the covenants or obligations on the part of the Tenant herein contained shall not be performed, the Landlord (or his duly authorised representative) may, with a court order, enter on the Premises and resume possession of it (and the specified fixtures and other articles) and thereupon this Tenancy shall cease and determine without prejudice to the other rights and remedies of the Landlord.

2. Any Notice under this Agreement or under the Landlord and Tenant Act 1987 Section 47 and 48 to the Landlord shall be served on the Landlord personally or to his Agent. A Notice sent by registered post shall be deemed to be delivered forty-eight hours after it is placed in the post. Any Notice to the Tenant shall be deemed sufficiently served if it is sent to the Premises and shall be deemed to be received forty-eight hours after posting.

3. UNDER NO CIRCUMSTANCES CAN THE DEPOSIT BE USED AS RENT.

4. If the Inventory relating to the property is not returned to the Landlord's office within 14 days of the effective date of this Agreement with comment to the contrary, the Inventory shall be deemed to be correct. The Inventory to be signed by both parties.

5. References to the masculine gender include the female, month means calendar month and the singular includes the plural.

SPECIAL TENANCY CONDITIONS

Ending Tenancy:

Should either party wish to terminate the Tenancy, it is agreed that a minimum of 2 month's advance written notice must be served on the other party and the tenancy must not expire within the first 6 months of the Tenancy commencement date.

ADDITIONAL CLAUSES

Deposit Deductions can be made for the following:

I. Any cleaning charges required to bring the property to the same standard as on commencement of the tenancy.

II. Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

III. 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.

IV. 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.

V. 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.