

# TENANCY AGREEMENT

**Date**

**Landlord**

*GLENFIELD REAL ESTATE LIMITED*

*Registered in England Company No: 4896323*

*(the Landlord)*

**Tenants**

*The Tenants named in the First Schedule to this Agreement*

*(the Tenants)*

**Guarantors**

*The Guarantors named in the Second Schedule to this*

*Agreement (the Guarantors)*

**Term**

*Twelve Noon from the First of August 2010 to Twelve*

*Noon the First August 2011 and any period of extension*

**Rent**

£ *per month*

*inclusive of electricity, gas, water and sewerage charges*

*incoming telephone line and standard Broadband*

*connection*

**Premises**

**Deposit**

*One thousand two hundred pounds (£1,200)*

**IT IS AGREED** between the Landlord and the Tenants as follows:-

1. The Landlord agrees to let and the Tenants agree to take the Premises for the Term at the Rent;
2. The Tenants jointly and severally covenant with the Landlord as follows:
  - 2.1 to nominate a lead Tenant who shall be identified as the first named person on the agreement who will be the point of contact on behalf of the Tenants in communications with the Landlord. This will include the collection and return of keys and completing the inventory.
  - 2.2 to pay the rent monthly in advance by the first day of each month (including the Rent for the first month) all such Rent to be paid without any deduction or set-off. The lead Tenant will not collect the keys from the Landlord until the first month's rent has been paid by standing order and received by the Landlord's bank in cleared funds.
  - 2.3 to pay the television licence fee and all existing and future charges for the supply of telephone and Broadband internet where such services exceed those procured by the Landlord in clause 4.4 and all standing charges made in respect of them (including any connection and disconnection fees) and for the supply of any other service (other than those procured by the Landlord) to the appropriate authorities responsible for collecting them or (if paid by the Landlord) then to the Landlord on demand;
  - 2.4 to use all services in a reasonable, sensible and prudent manner and not to view, download or use the Broadband service in an illegal or inappropriate manner and not to download in excess of a normal domestic service and to comply with the Landlord's fair use policy regarding the Broadband service which is displayed at the Premises;
  - 2.5 to pay the Council Tax in respect of the Premises unless they have obtained a Certificate of Exemption from the Norwich City Council for which the Landlord is to be provided with a copy;
  - 2.6 to use the Premises and all fixtures and furniture and furnishings belonging to the Landlord (details of which appear in the Inventory attached to this Agreement) in a careful and proper manner (including but not limited to not damaging the interior decoration of the Premises) and whenever it may be necessary to clean the interior of the Premises and replace any of the Landlord's fixtures, fittings, furniture and furnishings damaged or destroyed (reasonable wear accepted);
  - 2.7 to repair and keep in repair and in good condition the interior of the Premises and all Landlord's fixtures and all fittings or furniture provided by or belonging to the Landlord and all sanitary, water, electrical and other apparatus (other than such as are the Landlord's responsibility), to keep all gutters and drains free from obstruction and immediately to replace all broken glass and light bulbs;
  - 2.8 not to carry on any profession trade or business on or from the Premises or let rooms or receive paying guests or lodgers nor to use the Premises for any purpose whatsoever except for use as a private dwelling used for the sole occupation of the Tenants and no other person or persons;
  - 2.9 not to assign, charge, underlet, part with or share possession or occupation of the Premises or any part of them and not to suffer or permit any of the same to occur PROVIDED THAT the Landlord will give favourable consideration to any reasonable request for a change of Tenant during the Term subject to:

- a) the vacating Tenant providing the Landlord with the name and address of the proposed new Tenant;
- b) the lead Tenant advising the Landlord in writing that he or she and the other Tenants have no objection to the change of Tenant; and
- c) the satisfactory completion of a revised Tenancy Agreement and the receipt of the new Tenant's share of the damage deposit

and upon these points being complied with, the Landlord will return the vacating Tenant's share of the damage deposit to the household account (having deducted any reasonable charges for servicing the bedroom occupied by the Tenant and the common areas in the Premises subject to the terms of the Scheme referred to in clause 6.6 below)

(For the avoidance of doubt, the Landlord will not carry out any credit check on the new Tenant or Guarantor so the Tenants should satisfy themselves that the new Tenant will be able to pay the rent and comply with the terms of this Agreement )

- 2.10 not to use or permit the use of the Premises in such a manner as to cause a nuisance annoyance or inconvenience to the Landlord or the owners or occupiers of any neighbouring land or premises nor bring onto the Premises any substance the possession or use of which is forbidden by law nor play any instrument or television radio or otherwise make a noise so as to be audible outside the Premises between the hours of 10.00pm and 8.00am;
- 2.11 not to do anything which would render the insurance of the Premises voidable or increase the rate of premium payable in respect of any policy of insurance of the Landlord nor to leave the Premises unoccupied for more than thirty consecutive days nor to install or use any freestanding oil appliance or calor gas appliance on the Premises nor keep any bottled gas or inflammable liquids or have any fire, lit candles or other naked flames at the Premises and to ensure that all necessary precautions are taken to avoid any frost damage including maintaining adequate heating if the Premises are unoccupied,
- 2.12 to regularly test the smoke and carbon monoxide detectors and replace the batteries when necessary. To check on a regular basis the fire blankets and fire extinguishers are in good order. To allow the Landlord or its agent access to the Premises regularly to check any health and safety matters.
- 2.13 whenever the Premises are left unattended to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises;
- 2.14 in the case of any illegal entry to the Premises whether or not resulting in loss or theft immediately to report such entry to the Police and the Landlord;

- 2.15 not to alter or make any additions to the Premises or to any service media serving the same nor allow or cause them to be damaged or defaced in any way and not to erect any shelves cupboards aeriels fixtures or structures whatsoever on them nor to insert nails or fixings into the walls or other parts of the Premises nor alter the electrical installations (including internal thermostats) in any way nor do anything to overload the electrical supply; nor bring onto or keep on the Premises any heavy equipment or article which might overload the floors and not to sell or otherwise dispose of any of the Landlord's furnishings or contents;
- 2.16 not to keep any animal bird fish reptile or other pet whether domesticated or not on the Premises without the previous written consent of the Landlord at its entire discretion, and then only subject to any conditions the Landlord may impose;
- 2.17 not to permit or suffer the Premises to be used for any illegal or immoral purpose;
- 2.18 to permit the Landlord or his agent to enter upon the Premises at all reasonable times for a period not exceeding 14 days from the commencement date of the tenancy for the purpose of cleaning, redecoration. repairs and renewals and for the avoidance of doubt the Tenant agrees that it is the Tenant's responsibility to check with the Landlord or the Landlord's letting agent prior to the commencement of the Term as to whether any works will be carried out and the Landlord is not liable to the Tenant for any loss or inconvenience to the Tenant due to there being outstanding works required to the Premises for which the Landlord needs to access the Premises under this clause;
- 2.19 to permit the Landlord to enter the Premises upon reasonable notice at convenient hours in the daytime to inspect the Premises and if any repairs shall be found necessary then to carry out as soon as is reasonable following the service of a notice by the Landlord on the Tenants all such repairs as may be required;
- 2.20 that if the Tenants shall make any default in the performance of any of the Tenants' obligations relating to repair the Landlord may without prejudice to any other rights enter upon the Premises and carry out all such works at the expense of the Tenants which expense shall be payable by the Tenants to the Landlord upon demand on the basis of a full indemnity and recoverable as rent in arrear;
- 2.21 to pay all expenses including solicitors' and surveyor's fees incurred by the Landlord incidental to the preparation and service of any schedule of dilapidations or wants of repair served under this Agreement and also of any notice served under section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 2.22 to pay the costs and expenses (including solicitor's costs) incurred by the Landlord or the Landlord's agent in connection with any notice served or letters sent excluding the first written notice requiring the Tenants to remedy a breach of covenant within their tenancy obligations at a cost of £30.00 per item sent notwithstanding other costs that may also occur due to the Tenants' breach;
- 2.23 to pay interest at the rate of five per cent per annum above the Base Rate from time to time of NatWest Bank plc upon any rent or other payment or costs whatsoever which may from time to time be due from the Tenants to the Landlord and unpaid for fourteen days (or the balance outstanding) from the expiry of the said period of fourteen days until the date of actual payment;

- 2.24 to inspect regularly the Premises for defects and wants of repair which are or may be the Landlord's responsibility and promptly for the lead Tenant to give to the Landlord written notice of any work required to be done by using the maintenance request e-mail service;
- 2.25 to deliver up the Premises and all fixtures fittings furnishings and contents in a thoroughly clean and tidy condition (all rubbish having been removed and properly disposed of) in the same position and condition as at the commencement of this tenancy and in accordance with the Inventory and to pay for the washing (including ironing and pressing) of all linen and cleaning (including ironing and pressing) of all curtains and cleaning of carpets and to hand over all keys to the Premises and to pay for the replacement of locks (including the cost of labour) if any keys are lost or not handed over and to replace with articles of a similar kind and equal value all such items of the fixtures, fittings, furniture and effects as are specified on the Inventory as shall be broken lost damaged or destroyed during the Term (reasonable wear excepted). The lead Tenant will notify the Landlord in writing giving a minimum of seven days notice of a date when the Premises will be ready for final inspection prior to departure;
- 2.26 to procure that all personal possessions of the Tenants are removed at the end of the Term, and if any such items are left on the Premises, the Tenants authorise the Landlord to dispose of them in any way the Landlord sees fit and the Tenants will pay all costs for such disposal and will indemnify the Landlord against any costs and expenses incurred by the Landlord if it disposes of items not owned by the Tenants;
- 2.27 to clean the windows of the Premises as necessary and not to affix to the windows of the Premises nor display so as to be visible outside the Premises any sign, advertisement or poster;
- 2.28 to forward immediately to the Landlord any notice received relating to the Premises or their use or value or any development in the neighbourhood, or any notice, bill or letter addressed to the Landlord;
- 2.29 not to insure any part of the Premises without the Landlord's prior written consent but the Tenants may if they wish insure their own contents at the Premises;
- 2.30 to allow the Landlord to attach a notice to the outside of the Premises advertising that they are to let or that the building or any part is for sale and to allow access to the Landlord and his agent at reasonable times to attach and remove the notice and to show prospective Tenants and purchasers the Premises;
- 2.31 to allow the Landlord or its agent to make searches with one or more credit reference agencies in connection with the completing of this Agreement;
3. The Tenant further agrees:
- 3.1 to observe any reasonable regulations made by the Landlord from time to time:
- 3.2 not to place deposit or keep any article package or rubbish on any part of the roadways paths car parks gardens entrance halls landing or staircases serving the Premises and the Tenants will only use the wheely bin for the disposal of domestic refuse and this will be maintained in the designated storage position other than on the refuse collection day when it will be left at the collection point at the front of the Premises.

- 3.3 not to put anything in the sinks or lavatories, which might lead to a stoppage in the drains or pipes serving the Premises;
  - 3.4 no clothes or other articles shall be hung or exposed outside the Premises except in the garden as permitted by any regulations from time to time prescribed by the Landlord; not to dry wet clothes within the Premises in a manner that will cause excessive condensation and dampness.
  - 3.5 to keep all floors of the Premises carpeted or covered with other appropriate floor covering to prevent noise and to keep all windows of the Premises properly curtained;
  - 3.6 bicycles are to be kept properly secured in the cycle shelter provided by the Landlord using the chains and padlock where provided by the Landlord. The Landlord accepts no liability for loss or damage to any bicycle kept at the Premises;
  - 3.7 to park one car only in the car parking space designated from time to time by the Landlord, with the car displaying the Glenfield Parking Permit provided by the Landlord at all times, and not to obstruct the vehicular access to and from the Premises;
  - 3.8 not to make any change to the arrangements with Sky without the prior written consent of the Landlord and to leave the Sky equipment in the Premises at the end of the Term in the same condition in which it was in at the commencement of the Term;
  - 3.9 to arrange with Royal Mail to re-direct any post from the day that the Tenant vacates the Premises as the Landlord will not forward any post received;
  - 3.10 to comply with the City Council's waste and recycling initiative so that all rubbish is sorted and placed in the correct bin. Please note that the Council may refuse to collect the rubbish if it is not sorted correctly;
  - 3.11 to use electricity and water sparingly to benefit the environment.
4. The Landlord agrees:
    - 4.1 to be responsible for any repairs for which a Landlord is liable by virtue of Sections 11 and 16 of the Landlord and Tenants Act 1985 (as amended);
    - 4.2 that the Tenants paying the rent hereby reserved and observing and performing obligations and stipulations on the part of the Tenants herein contained, shall peaceably hold and enjoy the Premises throughout the Term without any interruption by the Landlord or any person claiming under or in trust for the Landlord;
    - 4.3 to keep the garden cultivated and maintained to a reasonable condition;
    - 4.4 to procure at its own cost a supply of electricity, gas, water, sewerage, telephone (to receive incoming calls and make emergency calls only) and standard Broadband connection to the Premises.

5. In consideration of the Landlord entering into this Agreement with the Tenants, each Guarantor separately covenants with the Landlord by way of primary obligation that the Tenant whose obligations they are guaranteeing will pay the Rent and observe and perform his or her obligations under this Agreement during the Term and any extension of it in accordance with clause 6.7 and in the event of any default the Guarantor will pay the Rent and observe the relevant Tenant's obligations under this Agreement and indemnify the Landlord against any loss

**6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED**

6.1 That if at any time all or any part of the rent is 14 days in arrears (whether formally demanded or not) or if the Tenants fail to comply with any obligations hereunder or shall become bankrupt or have a petition for bankruptcy made against them then and in any such case the Landlord may at any time re-enter upon the Premises or any part thereof in the name of the whole and without prejudice to any claim by the Landlord against the Tenants for any prior breach of the terms of this Agreement;

6.2 The Tenants shall not be liable to pay Rent for any period when the Premises have been destroyed by fire and are uninhabitable as a result unless such destruction was caused by the act or omission of the Tenants or anyone at the Premises with their implied or express permission;

6.3 All communications with the Landlord are to be in writing except in the case of emergency;

6.4 The Landlord hereby gives the Tenants notice that this Agreement will expire at the expiration of the Term;

6.5 For the purposes of Section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service in the United Kingdom is Halvergate Hall Halvergate Norwich NR13 3AN

6.6 The following provisions apply to the Deposit:

a) Each Tenant pays the Deposit to the Landlord to be protected as security towards the discharge or part discharge of any liability referred to in clause 6.6(d) below and subject thereto on trust for the Tenant absolutely.

b) The Deposit shall be held on the terms of Tenancy Deposit Solutions Limited ('the Scheme') and the Landlord shall comply promptly with his obligations under the Scheme.

c) The Landlord will not change the Scheme to another scheme without the prior written consent of the Tenant.

d) The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

i) any rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

- ii) any sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this agreement
  - iii) after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control; and
  - iv) any interest due under this agreement on any of the above at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.
- e) If the Deposit or part of it is applied as authorised above and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the initial amount and the Landlord shall comply promptly with his obligations under the Scheme in relation to the further sum.
- f) Subject to the provisions of clause 6.6(d) above, the Deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme but any interest earned on the Deposit may be retained by the Landlord.
- g) If all the Tenants permanently vacate the Premises a week or more before the last day of the Term, and there is no outstanding breach of the Tenancy Agreement, the Landlord will repay the Deposit to the household account on the next banking day following the Tenants' final departure;
- 6.7 The Tenants may extend the Term of this Tenancy Agreement by one year, provided that clauses 6.7(a) and (b) are complied with and if the Term is so extended the Rent payable for the second year may be increased but by no more than 5% per annum. All other terms of this Tenancy Agreement will remain the same, except the Tenants will not have a further right to extend the Term under this agreement. The Landlord will notify the lead Tenant in writing of any increase in the Rent (not exceeding 5%) and the Tenants will before the commencement of the extended term inform the bank from which the Rent standing order is paid of the increase. The Term may only be extended if:
- a) the Landlord has not informed the Tenants that they are in breach of the Tenancy Agreement; and
  - b) the Tenants send the attached notice to the Landlord to reach the Landlord no later than 1 December in the year following the commencement of the Term and the Tenants send evidence of any alteration of the standing order mandate to the Landlord before the commencement of the extended Term.

**THIS NOTICE EXTENDS THE TERM OF YOUR TENANCY AGREEMENT  
ONLY SIGN IT IF YOU WISH TO EXTEND YOUR TENANCY AGREEMENT  
FOR A FURTHER YEAR**

*Insert name of Premises here*

We, hereby give you notice that we wish to extend the Term of the Tenancy Agreement relating to the above named Premises for a further period of 1 year at an increased rent of no more than 5% per annum (where applicable) of the rent currently payable.

We confirm by signing this Notice that we have the consent of the Guarantors to serve this Notice and the Guarantors agree that they remain liable under the Tenancy Agreement during the extended Term.

SIGNED by Tenant.....SIGNED by Tenant .....	
Name	Name

SIGNED by Tenant.....SIGNED by Tenant .....	
Name	Name

SIGNED by Tenant.....SIGNED by Tenant .....	
Name	Name

SIGNED by Tenant.....SIGNED by Tenant .....	
Name	Name

SIGNED by Tenant.....SIGNED by Tenant .....	
Name	Name

**IMPORTANT NOTES:**

- 1 *If not all of the named Tenants sign this Notice, the signatories only will be contractually responsible for the rent and complying with the Tenancy Agreement during the extended Term. This will apply even if new Tenants are brought into the Property in accordance with clause 2 below.*
  
- 2 *If not all of the named Tenants sign this Notice and want to introduce new Tenants to the Property at a later date the Landlord will give favourable consideration to any reasonable request to introduce new Tenants subject to:*
  - a) *the lead Tenant providing the Landlord with the name and address of the proposed new Tenant(s);*
  - b) *the lead Tenant advising the Landlord in writing that he or she and the other Tenants who have signed this Notice have no objection to the new Tenants; and*
  - c) *the Landlord receiving the new Tenant's share of the damage deposit*

*For the avoidance of doubt, the Landlord may not carry out any credit check on the new Tenant so the Tenants who sign this Notice must satisfy themselves that the new Tenant(s) will be able to pay the rent and comply with the terms of this Agreement as the Tenants who sign this Notice remain liable under clause 1 above for the payment of the full rent and services*

- 3 *This Notice is binding and extends the term of the Tenancy Agreement as soon as it is received by the Landlord. The Landlord will sign and return a copy of this Notice to the lead Tenant to acknowledge receipt and with confirmation of the new rent, and the Landlord's signed acknowledgement will be deemed served by evidence of posting.*

<p>SIGNED Landlord .....</p> <p>For and on behalf of Glenfield Real Estate to acknowledge receipt only</p>
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## The First Schedule - The Tenants

Name	Date of Birth
Permanent Address	
Telephone Numbers	National Insurance No.

Name	Date of Birth
Permanent Address	
Telephone Numbers	National Insurance No.

Name	Date of Birth
Permanent Address	
Telephone Numbers	National Insurance No.

Name	Date of Birth
Permanent Address	
Telephone Numbers	National Insurance No.

Name	Date of Birth
Permanent Address	
Telephone Numbers	National Insurance No.

## The Second Schedule - The Guarantors

Please note that the Guarantors' obligations under this Tenancy Agreement apply to the Term and any extension of it

Name	Telephone Number
Permanent Address	
Tenant whose obligation they are guaranteeing	

Name	Telephone Number
Permanent Address	
Tenant whose obligation they are guaranteeing	

Name	Telephone Number
Permanent Address	
Tenant whose obligation they are guaranteeing	

Name	Telephone Number
Permanent Address	
Tenant whose obligation they are guaranteeing	

Name	Telephone Number
Permanent Address	
Tenant whose obligation they are guaranteeing	

THE GUARANTOR ACKNOWLEDGING THAT S/HE IS GUARANTEEING THE  
TENANT'S OBLIGATIONS UNDER THIS TENANCY AGREEMENT FOR THE  
TERM AND ANY EXTENSION OF IT

SIGNED by Tenant.....SIGNED by Guarantor.....	
Name	Name

SIGNED by Tenant.....SIGNED by Guarantor.....	
Name	Name

SIGNED by Tenant.....SIGNED by Guarantor.....	
Name	Name

SIGNED by Tenant.....SIGNED by Guarantor.....	
Name	Name

SIGNED by Tenant.....SIGNED by Guarantor.....	
Name	Name

SIGNED Landlord .....	
For and on behalf of Glenfield Real Estate	