



# ASSURED SHORTHOLD TENANCY AGREEMENT

## for letting a residential dwelling

DRAFT

### Important Notice:

This document contains the Terms of the Tenancy and sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree and that it does contain everything both parties want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing

Tenant's Initials:

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## The Particulars

This Agreement is intended to create an Assured Shorthold Tenancy between the Landlord and the Tenant as defined by Section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act.

Date: <DateTime.Now.ToShortDateString(>

The "Landlord" is:  
<Property.AllNames.ToUpper(>  
<Property.PrimaryContact.GetPhone("f")>

The "Tenant" is:  
<Tenancy.MainTenant.Name.ToUpper(>  
<Tenancy.MainTenant.Address.FullAddress.ToUpper(>  
<Tenancy.GetJointTenant(0).Name.ToUpper(>  
<Tenancy.GetJointTenant(0).Address.FullAddress.ToUpper(>  
<Tenancy.GetJointTenant(1).Name.ToUpper(>  
<Tenancy.GetJointTenant(1).Address.FullAddress.ToUpper(>  
<Tenancy.GetJointTenant(2).Name.ToUpper(>  
<Tenancy.GetJointTenant(2).Address.FullAddress.ToUpper(>

Landlords Agent: **Purplebricks Group PLC, Cranmore Place, Cranmore Drive, Solihull, B90 4RZ**

The Landlord notifies the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is as above.

Property: The dwelling known as <Property.Address.FullAddress.ToUpper(>

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtain and other effects listed in the Inventory

Term: For the term of <Tenancy.TotalMonths> MONTHS commencing on <Tenancy.FrDate.ToShortDateString(>

Rent: <Tenancy.CurrentDetails.RentUIFormatted> / <FORMATTER.PRICEWORD(TENANCY.CURRENTDETAILS.MRENT, FALSE, FALSE)> <Tenancy.CurrentDetails.RentPeriodName.ToUpper(>

Payment: in advance by equal cleared payments on the <Formatter.GetFullDateString(Tenancy.NextRentDue, "dth")> of each month, via bank transfer to

Account Name: <Tenancy.Landlord.BankDetails.AccountName.ToUpper(>, Account number: <Tenancy.Landlord.BankDetails.AccountNum>, Sort code: <Tenancy.Landlord.BankDetails.SortCodeFormatted>

*(Please note, the first month's rent will be paid to the Landlords Agent as detailed in the Declaration of Fees)*

Deposit: A deposit of <Tenancy.DpstSumFormatted> is paid by the Tenant to the Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Deposit Protection Service (see Schedule 4, Section 9).

Interest: Any interest earned will belong to the Deposit Protection Service.  
(All tenants named on the contract) (Purplebricks on behalf of the landlord)

### Signatures:

Date:

Signature

Date:

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# The Main Terms of the Tenancy

## Definitions and Interpretation

In this Agreement the following definitions and interpretation apply:

“Landlord” means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.

“Tenant” means anyone entitled to possession of the Property under this Agreement.

“Joint and several” means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant’s obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

“Property” includes any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.

“Fixtures and Fittings” means references to any of the fixtures, fittings, furniture, furnishings or effects, floor, ceiling or wall coverings.

“Inventory and Schedule of Condition” means the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the Property and their condition at the time.

“Term” or “Tenancy” means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

“Deposit” means the money held by the Landlord or Landlords agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

“Stakeholder” means that the Landlord can only make deductions from the Deposit at the end of the Tenancy with the written consent of the Tenant.

“Notice Period” means the amount of notice that the Landlord and Tenant must give to each other to bring the Tenancy to an end.

“Stamp Duty Land Tax” means the tax payable (if applicable) by the Tenant to the Stamp Office on the signing of this Agreement, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on [www.hmrc.gov.uk/so](http://www.hmrc.gov.uk/so).

“Emergency” means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.

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“Superior Landlord” means the person for the time being who owns the interest in the Property, which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.

“Head Lease” or “Superior Lease” means the document, which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

“Working day” means any day excluding a Saturday, Sunday or a Bank Holiday.

“References” to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

## Possession of the Property

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

### Mandatory Grounds:

- Ground 2: The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and—
- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
  - (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
  - (c) either notice was given as mentioned in Ground 1 [Housing Act 1998 (as amended)] or the court is satisfied that it is just and equitable to dispense with the requirement of notice;
- and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.
- Ground 8: Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing—
- (a) if rent is payable weekly or fortnightly, at least eight weeks’ rent is unpaid;
  - (b) if rent is payable monthly, at least two months’ rent is unpaid;
  - (c) if rent is payable quarterly, at least one quarter’s rent is more than three months in arrears; and
  - (d) if rent is payable yearly, at least three months’ rent is more than three months in arrears; and for the purpose of this ground “rent” means rent lawfully due from the tenant.

### Discretionary Grounds:

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- Ground 10: Some rent lawfully due from the tenant—
- (a) is unpaid on the date on which the proceedings for possession are begun; and
  - (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.
- Ground 11: Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.
- Ground 12: Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.
- Ground 13: The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.
- For the purposes of this ground, “common parts” means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.
- Ground 14: The tenant or a person residing in or visiting the dwelling-house—
- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
  - (b) has been convicted of—
    - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
    - (ii) an indictable offence committed in, or in the locality of, the dwelling-house.
- Ground 14a: The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and—
- (a) one or both of the partners is a tenant of the dwelling-house,
  - (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
  - (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards—
    - (i) that partner, or
    - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
  - (d) the court is satisfied that the partner who has left is unlikely to return.

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For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

- Ground 15: The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.
- Ground 17: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by—
- (a) the tenant, or
  - (b) a person acting at the tenant's instigation.

## 1. The Landlord and Tenant Agreement

- 1.1 The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- 1.2 The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- 1.3 The Landlord and the Tenant agree and confirm the declarations, provisions notices as set out in Schedule 3 to this Agreement.
- 1.4 The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
- 1.5 The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 of this Agreement.

## Schedule 1

### Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord may be entitled to deduct monies from the Deposit, claim damages from the Tenant or seek the court's permission to have the Tenant evicted from the Property because of the breach.

### General

- 1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

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2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in Definitions & Interpretation contained within The Main Terms of the Tenancy.

### **Paying Rent**

3. To pay the Rent in the manner set out by this agreement whether or not it has been formally demanded (by standing order on the rental due date). This will only be considered received by the Landlord or Landlords agent when it has cleared into their bank account, not when it is paid by the tenant.
- 3.1. Rent cannot be withheld due to maintenance issues (such as washing machine breakdown, boiler breakdown) if the Landlord or Landlords agent has instigated remedial action.
4. Any monies paid by a third party as agent of, or on behalf of, the Tenant (including monies paid as rent before or during the Tenancy) do not constitute a tenancy between the Landlord and the third party or the Tenant and the third party.

### **Further Charges to be paid by the Tenant**

5. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies and to pay costs incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his main and principal home during the Tenancy.
6. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:
  - a. Gas;
  - b. Water including sewerage and other environmental services;
  - c. Electricity;
  - d. Any other fuel charges;
  - e. Telecommunications (including telephone, internet and Sky/Cable television)
7. To pay to the Landlord all reasonable costs and expenses (including legal fees) or incurred by the Landlord for the following:
  - a. Recovering or attempting to recover any Rent or other monies in arrears;
  - b. The enforcement of any obligation of the Tenant under this Agreement;
  - c. The service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
  - d. Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early, apart from according to a relevant break clause detailed in Schedule 5.
8. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
9. To pay the television licence regardless of the ownership of the television set.
10. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

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## The Condition of the Property: Repair, Maintenance and Cleaning

11. To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition (if applicable). The Tenant is not responsible for the following:
  - a. Fair wear and tear;
  - b. Any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
  - c. Repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
12. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.
13. Upon any repairs or other matters falling within the Landlord's obligations to repair the Property coming to the notice of the Tenant, the Tenant shall immediately notify the Landlord in writing of the such matters.
14. To keep the Property and Fixtures and Fittings in a clean and tidy condition.
15. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition (if applicable).
16. To clean the chimneys once a year provided they were cleaned at the start of the Tenancy. (if applicable)
17. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
18. To inform the Landlord promptly if the smoke alarm requires maintenance or repair.
19. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
20. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
21. To replace all dead and broken electric light bulbs, fluorescent tubes, fuses and batteries.
22. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement, or replace any damaged items with articles of the same sort and equal value.
23. To carry out any work or repairs that the Tenant is required to carry out under this Agreement, the Landlord has given the Tenant written notice of those repairs; or to authorise the Landlord to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours' notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
24. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.
25. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
26. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
27. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors and to contact the proper authorities with details of any occurrence of any notifiable infectious or contagious illness or disease.

Tenant's Initials:

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28. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

### Insurance

29. Not to do or fail to do anything that leads to the Landlord's policy on the Property, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
30. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with Schedule 1 of this Agreement. The Landlord will not in turn hold the tenant liable to pay for rectifying damage which has been paid for by the insurers.
31. To immediately inform the Landlord in writing of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
32. To provide the Landlord with details of any loss or damage, within a reasonable time of that loss or damage having come to the attention of the Tenant.
33. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings (including clothing and perishable food stuffs) with a reputable insurer.

### Access and inspection

34. To allow the Landlord, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
- a. The Tenant has not complied with a written notice under clause 13 of Schedule 1 of this Agreement and the Landlord wishes to enter the Property in accordance with that clause;
  - b. The Landlord or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);
  - c. A professional adviser has been appointed by or authorised by the Landlord to visit or inspect the Property;
  - d. The safety check of the gas and electrical appliances are due to take place;
  - e. The Landlord wishes to inspect the Property;
  - f. To comply with statute and the proper request of any statutory body.
  - g. To allow the Property to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord and who is accompanying a prospective purchaser or tenant of the Property.
35. To allow the Landlord to erect a reasonable number of "For Sale" or "To Let" signs at the Property, during the last two months' of the Tenancy.
36. To permit access by appointment (which shall not unreasonably be withheld) to the other professional advisors in order to carry out any works required in accordance with the Party Walls Act 1996.

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## Assignment

37. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's prior written consent.
38. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant or Permitted Occupier in this Agreement to occupy or reside in the Property unless the Landlord has given his prior written consent.

## Use of the Property

39. use the Property only as a private residence for the occupation of the Tenant.
40. Not to register a company at the address of the Property.
41. Not to run a business from the Property.
42. Not to use the Property for any illegal or immoral purpose.
43. Not to hold or allow any sale by auction at the Property.
44. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
45. Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.
46. Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord which will not be unreasonably withheld.
47. Not to alter nor interfere with the construction or arrangement of the Property, or the Landlord's Fixtures and Fittings.
48. Not to damage the floors, wiring, pipes or drains of the Property.
49. Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property.
50. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property (including any loft, cellar, garage or outbuilding) which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
51. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord which will not be unreasonably withheld.
52. To pay all the costs of installation, removal, disposal and repair of any damage done if consent is not granted or due to a breach of clause 13 of Schedule 1 above.
53. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use.
54. Not to alter, injure or affix anything to the walls or woodwork of the Property, or hang any posters, pictures or other items in the Property using blu-tac, cello tape, picture hooks, nails, adhesive, or their equivalents, unless written consent has been given by the landlord
55. Not to hang any washing outside the Property.

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56. Not to store furniture in the Property in excess of that reasonably required for the Tenant's living requirements
57. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition (if applicable) prepared at the start of the Tenancy.
58. Not to sell or otherwise dispose of the Landlord's Fixtures and Fittings without the Landlord's prior written consent.
59. Not to place or leave anything in any common area of the building.
60. Not to throw or allow to be thrown anything whatsoever from the windows of the Property.
61. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property or in the common area of the building. The Tenant agrees to bear the cost of any redecoration and professional cleaning of carpets, upholstery, curtains, blinds and soft furnishings which require cleaning as a result of any person smoking in the Property or in the common area of the building.

#### **Utilities and Council Tax**

62. To notify (and provide meter readings where appropriate) to the suppliers of gas, water, electricity, other fuel and telephone services or broadband to the Property and the Local Authority that this Tenancy has started.
63. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.
64. Not to tamper with, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to install any water meter or prepayment meter without the prior written consent of the Landlord or his Agent, which will not be unreasonably withheld.
65. Not to change the telephone number without the prior written consent of the Landlord.
66. To inform the Landlord of the change of telephone number promptly if the Tenant is given a new number.
67. Not to change accounts for any utility to a new supplier more than once without the written consent of the Landlord.
68. To inform the Landlord promptly of the name, address and account number of the new supplier upon any transfer to a new supplier.
69. To pay any costs incurred by the Landlord transferring the account back to the original supplier at the end of the Tenancy, or from reverting the supply back, or to, a pre-payment meter. The landlord is also authorised to charge the tenant for any reasonable costs incurred when arranging this.
70. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 6 of Schedule 1 or by anything done or not done by the Tenant.
71. To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.
72. To allow the Landlord to disclose the Tenant's relevant details to a utility supplier comparison service for the purpose of changing utility providers.
73. To provide a forwarding address to the supplier of the water and sewage service at the end of the Tenancy in order that any outstanding invoices may be settled. The Tenant agrees that should he not do so (and the Landlord is unaware of the Tenant's forwarding address) then the Tenant will remain liable for any cost incurred by the Landlord because the Tenant failed to notify the supplier accordingly.

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## **Animals and Pets**

74. Not to keep any animals or birds or reptiles (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

## **Leaving the Property Empty**

75. To notify the Landlord in writing before leaving the Property vacant for any continuous period of more than 21 consecutive days during the Tenancy.
76. To comply with any conditions set out in the Landlord's insurance policy and boiler instruction manual for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord has been or should have been notified of the tenant's absence.

## **Locks and Alarms**

77. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.
78. To set the burglar alarm when the Property is vacant. (if applicable)
79. pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.(if applicable)
80. Save in an emergency, not to install or change any locks in the Property without the prior written consent of the Landlord, which will not be unreasonably withheld, If any locks are installed or changed, the Tenant shall provide the Landlord or his Agents with two full sets of keys to the new locks as soon as reasonably possible.
81. Not to have any further keys cut for the locks to the Property without the prior written consent of the Landlord or Agent (which shall not be unreasonably withheld) and in such case to notify the Landlord of the number of additional keys cut.

## **Garden (if any)**

82. To keep the garden, and patios if any in the same condition and style as at the commencement of the Tenancy.
83. To keep the borders, paths, and patios, if any, in good order and weeded.
84. To cut the grass regularly during the growing season.
85. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord.
86. Not to neither alter the layout of the garden nor remove any garden furniture or ornaments.
87. To provide water for plants, trees, shrubs and grassed area unless the water provider prohibits this. The Tenant shall not be liable for any plant dying, provided that it has been regularly watered according to its type.
88. To allow any person authorised by the Landlord if applicable access to the Property for the purpose of attending to the garden by prior mutually agreed appointment (which shall not be unreasonably withheld).

## **House Plants**

89. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any houseplant that has been left in the Property, if the houseplant dies, unless by prior written agreement. (If applicable)

Tenant's Initials:

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### **Cars and Parking**

90. To park in the car parking space, garage or driveway allocated to the Property, if applicable.
91. To keep any driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
92. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
93. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

### **Refuse**

94. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
95. To place all refuse in the dustbin or receptacle made available.
96. To dispose of all refuse through the services provided by the local authority and comply with any Local Authority regulations or byelaws.

### **Notices**

97. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant and in particular any notices or orders under the Party Walls etc. Act 1996.
98. To forward promptly all correspondence addressed to the Landlord at the Property to the Landlord.

### **Inventory and Checkout**

99. To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if a signed copy with any amendments or alterations is not returned to the Landlord within seven days of its receipt by the Tenant.
100. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord.
101. To equally share with the Landlord the cost (if any) of checking the Inventory and Schedule of Condition at the start of the Tenancy.
102. To pay the additional cost incurred by the Landlord or the inventory clerk in making and attending a second appointment to check the Inventory and Schedule of Condition at the end of the Tenancy if the Tenant or his agent fails to attend a mutually agreed initial appointment.
103. To agree that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition, having also failed to attend the first appointment, that a check out report will be prepared at the second appointment

### **Head Lease (if any)**

104. To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property provided a copy of the obligations is attached to or included within Schedule 5 of this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.

Tenant's Initials:

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## Energy Performance Certificates

105.To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

## End of the Tenancy

106.To clean to a good standard, and pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

Receipts of this will need to be provided to the Landlord at the end of the Tenancy. (if applicable).

107.To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property. To permit the Landlord at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 6 of Schedule 1 and to the local authority.

108.To provide any alarm codes and return all keys, including any additional keys, remote controls, or security devices to the Landlord at the end of the Tenancy (whether before or after the Term of this Agreement).

109.To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

110.To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

111.To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

112.To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.

113.To vacate the Property within normal office hours or at a time agreed with the Landlord.

114.To provide a forwarding address to the Landlord by the last day of the Tenancy.

115.To pay all reasonable removal and/or storage charges when small items are left in the Property, which can be easily moved and stored by the Landlord for a maximum of fourteen days.

116.Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

117.To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement if the Property is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale

Tenant's Initials:

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proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

### **Periodic Tenancy**

118. Should the Tenancy not be brought to an end at the conclusion of the Term of this Agreement then the Tenant acknowledges that he must give the Landlord not less than one month's written notice, which must also expire on the last day of a period of the continuation tenancy.

### **Cash Payment of Rent**

119. Should payment of rent be made by cash deposit into the nominated bank account, a charge of 70p per £100 will be payable by the Tenant.

## **Schedule 2**

### **Conditions to be kept by the Landlord**

1. The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

### **Quiet Enjoyment**

2. To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

### **Consents**

3. Where the Landlord confirms that he is the sole owner of the Property and to confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

### **Statutory Repairing Obligations**

4. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
- a. The structure of the Property and exterior (including drains, gutters and pipes);
  - b. Certain installations for the supply of water, electricity and gas;
  - c. Sanitary appliances including basins, sinks, baths and sanitary conveniences;
  - d. Space heating and water heating; but no other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 34 of Schedule 1 of this Agreement.
5. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 4 (a) of Schedule 2 above.

Tenant's Initials:

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## Insurance

6. To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer for the full reinstatement value.
7. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

## Other Repairs

8. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.
9. To provide and maintain the Fixtures and Fittings in good repair and replace any of the items that may become defective due to fair wear and tear during the Tenancy except if the damage has been caused by the Tenant, his family or any visitors, insofar as the Tenant is liable to keep the Property in repair under Schedule 1 of this Agreement.

## Safety Regulations

10. To confirm that all the furniture and equipment left in the Property by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
11. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
12. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
13. To ensure that any contractor carrying out electrical work at the Property is a competent person and is a member of an approved scheme (if applicable)

## Head Lease (if any)

14. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
15. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
16. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
17. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

## Other Taxes

18. To pay all taxes service charges and other outgoings payable in respect of the Property during the tenancy except for Council Tax or other charges agreed to be paid by the Tenant

## Inventory and Check Out

19. To equally share with the Tenant the cost (if any) of checking the Inventory and Schedule of Condition at the start of the Tenancy.

## Possessions and Refuse

20. To remove or pay for the removal of all rubbish and items which are not to be left by the Landlord for the Tenant's use during the Tenancy.

Tenant's Initials:

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# Schedule 3

## General Conditions

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

**It is agreed between the Landlord and Tenant as follows:**

## Ending the Tenancy and Re-entry

1. If at any time:
  - a. The Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
  - b. If any Agreement or obligation of the Tenant is not complied with; or
  - c. If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions); the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Property will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

## Early Termination

2. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent, council tax, utilities and any other monies payable under this Agreement until the Term expires, as well as any costs incurred by the landlord in the re-letting of the property

## Interruptions to the Tenancy

3. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant in such case either party may immediately terminate this Agreement by giving written notice to the other party and any rent already paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid to the Tenant by the Landlord.

## Data Protection Act 2018 and General Data Protection Regulation

4. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent only for as long as absolutely necessary in line with our Information, Retention and Destruction Policy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, credit agencies, reference agencies, legal advisers, debt collectors or any other interested third party upon formal request and when legitimate use can be evidenced.

Tenant's Initials:

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## Repossession of Mortgaged Properties (if applicable)

### Owner Occupier: Ground 1

6. The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that: At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlord at least one of them, occupied the Property as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Property as his or his spouse's only or principal home.

### Mortgagee: Ground 2 (where applicable)

7. The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:
  - a. The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so. For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

### Notices

8. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in this Agreement - 'Service of Notice Address for the Landlord' any notice or other communication which is delivered or posted to the Property.
9. The provisions for the service of notices are that if the Landlord deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 5.00pm or the last known address of the Tenant if different; or if the Tenant is a limited company or a corporate body to the registered address or the last known address of the Tenant; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.
10. The provisions as to service of notices contained in section 196 of the Law of Property Act 1925 as extended by the Recorded Delivery Service Act 1962 shall apply to any notice served under the provisions of this Agreement or any notice served under statute including notices served on the tenant in accordance with section 8 and section 21 of the Housing Act 1988 A notice sent by special delivery post or by recorded delivery post is to be treated as having been delivered in the ordinary course of post which for these purposes shall be the first working day following the day on which it was posted A "working day" means any day except Saturday Sunday or a Bank Holiday. A notice left at the Property (which for these purposes will include posting the notice through the letter box or affixing the notice to the main door or other conspicuous part of the Property) will be treated as being served on the date it is left at the Property.

Tenant's Initials:

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# Schedule 4

## Dealing with the Deposit

1. The following clauses set out:
  - a. what the Landlord will do with the Deposit monies paid by the Tenant under The Particulars.
  - b. what the Tenant can expect of the Landlord, or the Agent, when the Landlord, deals with the Deposit;
  - c. the circumstances in which the Tenant may receive less than the sum paid to the Landlord, as a Deposit at the conclusion of the Tenancy; and
  - d. the circumstances in which other monies may be requested from the Tenant.

## Deposit

2. The Landlord's Agent shall place the Deposit with the Deposit Protection Service. This will be held by the service, and any interest earned kept by the DPS.
3. After the Tenancy the Landlord or Landlords Agent is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in Schedule 1, Clause 6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in Schedule 4 clause 7.
4. The Landlord shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
5. After the end of the Tenancy the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
6. If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.
7. The Landlord and the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
  - a. any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
  - b. any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
  - c. any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord, by the local authority;
  - d. any other breach by the Tenant of the Terms of this Agreement;
  - e. any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - f. any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
  - g. any unpaid council tax;
  - h. any unpaid telephone or broadband charges.

Tenant's Initials:

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8. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.
9. In the event of a dispute, both parties agree to follow the DPS disputes procedure and to be bound by its decision.

**Protection of Deposit**

10. The Deposit is safeguarded by The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Telephone 0330 303 0030.

## Schedule 5

(If applicable)

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Tenant's Initials:

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The Deposit Protection Service

**PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\***

The Deposit Protection Service

NOTE: The Landlord must supply the Tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: <Tenancy.AllNames.ToUpper()>

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

**The Deposit Protection Service (The DPS)**

**The Pavilions**

**Bridgwater Road**

**Bristol**

**BS99 6AA**

Telephone No. 0844 4727 000

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme. See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions.

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Tenant's Initials:

{{Int\_es\_:signer1:initials}}

{{Int\_es\_:signer2:initials}}

{{Int\_es\_:signer3:initials}}

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7. Tenancy specific information

(a) Amount of deposit paid.

<Tenancy.DpstSumFormatted> / <Formatter.PriceWord(Tenancy.DpstSum)>

(b) Address of property to which the tenancy relates.

<Property.Address.FullAddress.ToUpper()>

(c) Name, address and details of Landlord(s)

Name: <Property.AllNames.ToUpper()> <Property.PrimaryContact.GetPhone("f")>  
Address including postcode: c/o Purplebricks, Cranmore Place, Cranmore Drive, Solihull, B90 4RZ  
Telephone Number: 0121 296 4853  
Email address (if any): lettings@purplebricks.com

(d) Name, address and contact details of the Tenant(s).

(1) Name: <Tenancy.MainTenant.Name.ToUpper()>

Address including postcode:

<Tenancy.MainTenant.Address.FullAddress.ToUpper()> Telephone number(s):

<Tenancy.MainTenant.GetPhone("m")>

Email address(es): <Tenancy.MainTenant.GetPhone("e").ToUpper()>

Contact address to be used by The Landlord at the end of the tenancy: xxxxxx

(2) Name: <Tenancy.GetJointTenant(0).Name.ToUpper()>

Address including postcode:

<Tenancy.GetJointTenant(0).Address.FullAddress.ToUpper()> Telephone number(s):

<Tenancy.GetJointTenant(0).GetPhone("m")>

Email address(es): <Tenancy.GetJointTenant(0).GetPhone("e").ToUpper()>

Contact address to be used by The Landlord at the end of the tenancy: xxxxxx

(3) Name: <Tenancy.GetJointTenant(1).Name.ToUpper()>

Address including postcode:

<Tenancy.GetJointTenant(1).Address.FullAddress.ToUpper()> Telephone number(s):

<Tenancy.GetJointTenant(1).GetPhone("m")>

Email address(es): <Tenancy.GetJointTenant(1).GetPhone("e").ToUpper()>

Contact address to be used by The Landlord at the end of the tenancy: xxxxxx

(4) Name: <Tenancy.GetJointTenant(2).Name.ToUpper()>

Address including postcode:

<Tenancy.GetJointTenant(2).Address.FullAddress.ToUpper()> Telephone number(s):

<Tenancy.GetJointTenant(2).GetPhone("m")>

Email address(es): <Tenancy.GetJointTenant(2).GetPhone("e")>

Tenant's Initials:

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Contact address to be used by The Landlord at the end of the tenancy:

XXXXXX

Note: please see Note 3 below regarding the tenant’s or lead tenant’s responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

- Name of Third Party making the payment:  
Address including postcode:  
Telephone number(s):  
Email address(es):  
Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

- Circumstances when all or any part of the deposit may be retained by the Landlord.  
Refer to Clause(s) [Schedule 4 Points 4 to 7] of Tenancy Agreement.

I/We (being the Landlord) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signed by Purplebricks on behalf of the Landlord) {{Sig\_es\_ :signer5:signature}} {{Dte\_es\_ :signer5:date}}

Tenant 1: <Tenancy.MainTenant.Name.ToUpper()> {{Sig\_es\_ :signer1:signature}} {{Dte\_es\_ :signer1:date}}

Tenant 2: \_\_\_\_\_ {{Sig\_es\_ :signer2:signature}} {{Dte\_es\_ :signer2:date}}

<Tenancy.GetJointTenant(0).Name.ToUpper()>

Tenant 3: \_\_\_\_\_ {{Sig\_es\_ :signer3:signature}}

<Tenancy.GetJointTenant(1).Name.ToUpper()> {{Dte\_es\_ :signer3:date}}

Tenant 4: \_\_\_\_\_ {{Sig\_es\_ :signer4:signature}} {{Dte\_es\_ :signer4:date}}

<Tenancy.GetJointTenant(2).Name.ToUpper()>

NOTES

- A copy of the Deposit Protection Service Terms and Conditions must be attached to this document. It is available to download from <http://www.depositprotection.com/documents/terms-and-conditions.pdf>**
- The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.
- It is the tenant’s or lead tenant’s (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

Tenant’s Initials:

{{Int\_es\_ :signer1:initials}}  
 {{Int\_es\_ :signer2:initials}}  
 {{Int\_es\_ :signer3:initials}}  
 {{Int\_es\_ :signer4:initials}}

- (4) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

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Tenant's Initials:

{{Int\_es\_:signer1:initials}}  
{{Int\_es\_:signer2:initials}}  
{{Int\_es\_:signer3:initials}}  
{{Int\_es\_:signer4:initials}}