

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT NOTICE

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND SETS OUT THE TERMS OF THE AGREEMENT BETWEEN THE OWNER AND THE RENTER. EVERY EFFORT HAS BEEN MADE TO USE CLEAR AND PLAIN ENGLISH HOWEVER SOME LEGAL TERMS AND REFERENCES ARE NECESSARILY INCLUDED. WE HAVE INCLUDED A LIST OF DEFINITIONS TO ASSIST BUT THE ONUS IS ON YOU TO READ IT CAREFULLY TO ENSURE THAT YOU FULLY UNDERSTAND THE TERMS AND OBLIGATIONS CONTAINED IN IT BECAUSE YOU WILL BE LEGALLY BOUND BY THEM AS THEY RELATE TO YOU. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT WE WOULD STRONGLY RECOMMEND THAT YOU SEEK PROFESSIONAL ADVICE BEFORE SIGNING IT. SUCH ADVICE MAYBE AVAILABLE FROM A HOUSING ADVICE CENTRE, CITIZENS ADVICE BUREAU OR SUITABLY QUALIFIED PROFESSIONAL, SUCH AS SOLICITORS.

PARTICULARS

This Agreement is made and entered into on the [DAY] of [MONTH] of [YEAR]

Between:

[NAME OF OWNER] (“**Owner**”), whose address and telephone number are
[OWNER’S ADDRESS.....],
[OWNER’S TELEPHONE NUMBER]

And

[NAME OF RENTER] (“**Renter**”), whose current home and address and telephone number are
[RENTER’S ADDRESS.....],
[RENTER’S TELEPHONE NUMBER].

In relation to the property at
PROPERTY ADDRESS.....] (“**Property**”)

For an initial fixed term of [months (not less than 6)] beginning on 12:00 noon on [DATE] and ending on 12:00 noon on [DATE] (“**Term**”).

Rent shall be [£] per calendar month payable in advance on the [DAY] of each month (“**Rent**”)

Security Deposit: [£] (“**Security Deposit**”)

The Property as are provided to the Renter: [] unfurnished [] partly furnished [] fully furnished

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions and Glossary of Terms

Agent: Person or company responsible for letting or managing the Property.

Agreement: This legally binding Agreement made between the Owner and the Renter in relation to the granting of an assured shorthold tenancy agreement of the Property for the Term.

Applicable Law: All legislation, statutes and regulations governing residential tenancies including assured shorthold tenancy agreements entered into in the UK. References to Applicable Law include (where the context so permits) the following non-exhaustive list: Housing Act 1988, (Housing Act 1996); Housing Act 2004; Landlord and Tenant Act 1987, Gas Safety (Installation and Use) Regulations 1998, Electrical Equipment (Safety) Regulations 1994, Plugs and Sockets etc,

(Safety) Regulations 1994. This shall include any amendments, extension of re-enactment from time to time.

First Rent Payment Date: to be paid on or before the date of this Agreement being [INSERT DATE]

Fixtures and fittings: Means any of the Owner's furnishings and furniture, white goods, other equipment or any wall, ceiling or wall coverings including, without limitation anything listed in the Inventory and/or Schedule of Condition (if any).

Grounds: means any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988.

HA 1988: Housing Act 1988

HA 2004: Housing Act 2004

Inventory and or Schedule of Condition: The inventory and/or schedule of condition prepared by the Owner or his Agent or other authorized representative detailing the Fixtures and Fittings at the Property against which the same may be measured at the end of the Term of the Tenancy to assess damage (over and above fair wear and tear) to inform the extent to which compensation should be payable. The Inventory and Schedule of Condition should be checked carefully by the Renter at the start of the Tenancy and any mis-descriptions or mistakes should be notified to the Owner in writing as soon as possible after the Tenancy Agreement begins.

LTA 1985: Landlord and Tenant Act 1985.

Owner: The person or persons specified in the Particulars who own, or have the right, in accordance with Applicable Law to let the Property and repossess it. The term "Owner" is intended to have the same meaning and effect as "landlord" in HA 1988, HA 2004, LTA 1985 and any Applicable Law.

Party/parties: The Owner and Renter is sometimes referred to individually herein as a "Party" and collectively as the "Parties".

Property: The Property as defined in the Particulars of this Agreement shall include any gardens or paths forming part of the Property. Where the Property constitutes a flat in a block of flats the Agreement shall be deemed to include any such rights of access and egress over the common parts as required for the reasonable amenity and use of the Property which is within the Owner's ability to grant to the Renter.

Prescribed Information: The information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Rent: The Rent shall be [£] per calendar month payable in advance.

Rent Payment Date: the Rent shall be paid on [DAY] of each month in advance and where such day falls on a weekend or a bank holiday on the next business day) and the first.

Renter: The person, or persons, identified in the Agreement who are entitled to occupy the Property for the Term in accordance with this Agreement. The term "Renter" is intended to have the same meaning and effect as "tenant" in HA 1988, HA 2004, LTA 1985 and any Applicable Law.

Security Deposit: Upon signing this Agreement the Renter shall pay the Owner the sum of [£] as a deposit and the Owner shall hold the deposit in accordance with HA 2004 and any Applicable Law. The deposit will be safeguarded by a UK Government-backed tenancy deposit protection scheme by the owner or his Agent.

TDP: Means a UK Government backed tenancy deposit protection scheme as defined in section 212(2) of the HA 2004 in accordance with which the Security Deposit will be held.

Tenancy: The tenancy created by the Agreement and any continuation by virtue of a statutory periodic tenancy pursuant to HA 1988.

Term: The term granted by this Agreement.

Utilities: Any household or other utility services used at or relating to the Property including, without limitation, telephone or internet services, terrestrial television or cable operator licence fees and charges, electricity, gas, oil or other energy or fuel, water, environmental services (if the Property has these).

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to an agreement is a reference to this agreement.

1.9 A reference to **writing** or **written** includes fax and e-mail.

1.10 Any reference to Tenancy refers to the tenancy created under this agreement.

1.11 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 A reference to the Owner includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Renter is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.16 The obligations of the Renter arising by virtue of this Agreement are owed to the Owner. The obligations of the Owner are owed to the Renter.

2. GRANT OF THE TENANCY

- 2.1 The Owner rents to the Property to the Renter for the Term
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988

3. RENTER'S OBLIGATIONS

WHILST ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT ARE IMPORTANT, THE RENTER SHOULD PAY PARTICULAR ATTENTION TO THESE OBLIGATIONS SINCE A BREACH OR FAILURE TO COMPLY WITH THEM MAY, IN ACCORDANCE WITH APPLICABLE LAW, ENTITLE THE OWNER TO REPOSSESS THE PROPERTY AND TO RECOVER DAMAGES AND COMPENSATION.

WHERE ANY CLAUSE REQUIRES THE RENTER TO OBTAIN OWNER'S CONSENT IT IS RECOMMENDED THAT SUCH CONFIRMATION IS OBTAINED IN WRITING AND SIGNED BY THE OWNER.

The Renter's Obligations arising by virtue of this Agreement are owed to the Owner.

Payments

- 3.1 The Renter shall pay the Rent in advance (whether demanded or not) in the manner specified by this Agreement without deduction or set off.
- 3.2 The Renter shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 3.3 The Renter shall be in breach of this agreement if the Renter fails to pay the Rent in accordance with this Agreement and the Owner shall be entitled to use the statutory provisions contained in the HA 1988 or any Applicable Law or any statutory remedies available to recover possession of the Property.
- 3.4 The Renter shall pay the Security Deposit by the date of this Agreement.
- 3.5 The Renter shall pay for and be responsible for all accounts and charges relating to the use of Utilities at the Property.
- 3.6 The Renter shall comply with all laws and recommendations of the relevant suppliers relating to the use of the Utilities and other services.
- 3.7 The Renter shall pay for and be responsible for Council tax for the Property during the Term and shall notify the relevant Local Authority at the commencement of this Agreement of the Renter's liability in respect of the same.
- 3.8 If the Renter breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Renter shall pay (and indemnify the Owner against) the costs incurred by the Owner in remedying such breaches or in connection with or in contemplation of the enforcement of those obligations.
- 3.9 The Renter shall pay for (and indemnify the Owner against) all repair and maintenance costs relating to the Property or any of its Fixtures and Fittings where such repair is required as a result of the Renter's (or any of the Renter's guests or visitors) negligence, wilful misconduct, misuse or breach of any obligation set out in this Agreement.

- 3.10 Where the Property contains a septic tank or cesspit, the Renter is to be responsible for and pay for the reasonable costs of clearing, cleaning and maintaining the same during the Term.
- 3.11 To pay the reasonable costs of the Owner, his Agent and his professional advisers relating to the granting of any formal assignment or surrender and re-grant of a tenancy of the Property in accordance with this Agreement.
- 3.12 To pay any Stamp Duty Land Tax which may be assessed as being payable and to be responsible for assessing their liability and submitting the appropriate forms and payment to the Inland Revenue.

OCCUPATION AND USE OF THE PROPERTY

- 3.13 The Renter shall occupy the Property as a single private dwelling house and as the Renter's only or principal home and not to leave the Property vacant, empty or unoccupied for any continuous period of more than 30 days without first notifying the Owner or his Agent in advance and taking all necessary steps to safeguard the maintenance and security of the Property.
- 3.14 The Renter shall not carry out any formal or registered trade, business or profession from the Property.
- 3.15 The Renter shall not to keep any live animal, bird, reptile or pet on the Property without the prior written consent of the Owner. If such consent is given, the Owner is entitled to make it condition on the Renter paying for professional cleaners to clean the Property, carpets and any of the Owner's fixtures and fittings.
- 3.16 The Renter shall not use the Property, or allow others to use the Property, for any illegal or immoral purposes (including without limitation the use of illegal drugs) or to carry out any activity which could reasonably be considered to be anti-social, a nuisance (such as playing excessively loud music), an annoyance or to cause any damage to any occupier/s of neighbouring or adjoining property or properties or the owner/s of them.
- 3.17 The Renter shall take reasonable care in the use of the Property so as to avoid any damage or alteration to the Property, its decorative condition (subject to fair wear and tear) and its Fixtures and Fittings.
- 3.18 The Renter shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except fair wear and tear).
- 3.19 The Renter shall do all such acts and things that a reasonably minded and responsible Renter would do to keep the Property in good condition (excepting fair wear and tear) and to ensure that all Utilities can be efficiently used and so as to keep, without limitation, the windows clean, the chimneys (if any) swept, the lighting and light bulbs repaired and replaced, the smoke and any other alarms (if fitted in the Property) tested and replaced if found to be not working, and the sinks, basins, toilets, waste pipes clear and unblocked.
- 3.20 Not to tamper with, alter or otherwise interfere with any water, gas or electrical installations or meters.
- 3.21 To send to the Owner or his Agent, as soon as reasonably practicable upon receipt, any formal or legal notices or any other communications (including, but without limitation, applications for planning permission, or notices of disputes) received at the Property which might relate or affect the Property, of its boundaries or neighbouring properties.

- 3.22 If there is a garden or outside space at the Property, the Renter shall maintain it and keep it in a generally neat and tidy state and not to cut down or dig up any trees, shrubs or bushes (except for plants that are widely regarded as weeds) and to cut the grass (if any) from time to time and keep the same tidy, cultivated and free of weeds as it was at the start of the Agreement.
- 3.23 The Renter shall not make any internal or external alterations to the appearance or material decoration or to make structural alterations to the Property or its Fixtures and Fittings without first obtaining the prior written consent of the Owner or his Agent.
- 3.24 Not to do any act or thing that may have the effect of invalidating any insurance that the Owner has taken out in respect of the Property.

NO SUBLETTING OR ASSIGNMENT WITHOUT CONSENT

- 3.25 The Renter shall not sublet, part with possession or share occupation of the whole or part of the Property without the prior written consent of the Owner such consent, if granted, being capable of being withdrawn by the Owner, on reasonable grounds and on reasonable notice.
- 3.26 Not to assign the Tenancy of the Property without the Owner's prior written consent such consent not to be unreasonably withheld.

OWNER ACCESS RIGHTS AND INSPECTIONS

- 3.27 During the last two months of the Tenancy to permit the Property to be viewed (upon giving a minimum 24 hours' prior notice by the Owner or his Agent) during working hours and or at other reasonable times including at weekends by prospective Renters or purchasers.
- 3.28 During the last two months of the Tenancy to permit, at the discretion of the Owner or his Agent, a 'For Sale' or 'To Let' board to be displayed at the Property.
- 3.29 In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal written notice) to permit the owner of a neighbouring property, or their authorised workman or their professional advisers, access to the Property in order to carry out any work required to the Property or their neighbouring property under the Party Walls etc Act 1996.
- 3.30 To permit the Owner or his Agent or authorised tradesperson/contractor from time to time upon a minimum of 24 hours' prior notice (except in the case of emergency), to enter the Property during working hours and or at other reasonable times to inspect the Property, its Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or Applicable Law.

AT THE END OF THE TENANCY AGREEMENT

- 3.31 At the end of the fixed term granted by this Agreement, the Renter shall return the Property and the Fixtures and Fittings in the condition required by this Agreement.
- 3.32 If the Owner allows the Renter to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the HA 1988 on a monthly basis. To end the periodic tenancy, the Renter shall give the Owner at least one month's notice in writing. The Renter's notice must end of the day before the rent is due.

- 3.33 The Renter shall clean to (or pay for the cleaning to) a good standard, the Property, its Fixtures and Fittings, including the cleaning of any carpets, curtains, blankets, bedding, upholstery etc which may have become soiled, stained or marked during the Tenancy. To provide, upon request, receipts to the Owner or his Agent to demonstrate compliance. If the Renter kept any pets (like animals) at the Property (with or without the Owner's consent) then the Renter is liable to pay for the Property including all furnishing and fixtures and fittings to be professionally cleaned and to provide proof.
- 3.34 The Renter shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Renter's personal possessions are left at the Property after the Tenancy has ended, the Renter will be responsible for meeting all reasonable removal and storage charges the Owner may incur. The Owner will remove and store the possessions for a maximum of one month. The Owner will take reasonable steps to notify the Renter at the last known address. If the items are not collected within one month, the Owner may dispose of the items and the Renter will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 3.35 The Renter shall remove any refuse and rubbish from the inside of the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the Local Authority, private company or any other person for its prompt removal at the expense of the Renter.
- 3.36 To return all keys to the Property to the Owner or his Agent promptly on the last day of the Tenancy.
- 3.37 To cooperate in checking any Inventory and/or Schedule of Condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.
- 3.38 To remove all the Renter's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the Property on, or before, the last day of the Tenancy.
- 3.39 To promptly provide at the end of the Tenancy a forwarding or correspondence address, email and phone number to the Owner or his Agent for ease of administration and communication between the Parties, including the processes involved in the return of the Deposit.

4. OWNER'S OBLIGATIONS

WHILST ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT ARE IMPORTANT, THE OWNER SHOULD PAY PARTICULAR ATTENTION TO THESE OBLIGATIONS SINCE A BREACH OR FAILURE TO COMPLY WITH THEM MAY, IN ACCORDANCE WITH APPLICABLE LAW, ENTITLE THE RENTER TO CLAIM DAMAGES AND COMPENSATION OR SEEK OTHER LEGAL REMEDIES

The Owner's Obligations arising by virtue of this Agreement are owed to the Renter.

- 4.1 The Owner shall provide to the Renter with suitable means of access to and egress from the Property.
- 4.2 The Owner shall insure the Property and the Fixtures and Fittings against fire and other risks normally covered by a comprehensive household policy (for the avoidance of doubt, the Renter's possessions and belongings are not covered by any insurance policy maintained by the Owner and the Renter should insure his own possessions with a reputable insurer).

- 4.3 The Owner shall deliver full possession of the Property from the start of this Agreement and to allow the Renter quiet enjoyment of the Property without any interruption or interference other than in an emergency or in the normal and lawful process of exercising or implementing the Owner's rights and obligations under this Agreement and, other than in an emergency, having provided at least a minimum of 24 hours' prior notice.
- 4.5 In accordance with section 11 of the Landlord and Tenant Act 1985, the Owner shall: keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows; keep in repair and in proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); and keep in repair and proper working order the installations in the Property for space heating and heating water.
- 4.6 The Owner shall not be required to carry out any works of repairs for which the Renter is liable by virtue of this Agreement or keep in repair or maintain anything which the Renter is entitled to remove from the Property.
- 4.7 The Owner shall ensure that the domestic gas and electrical appliances and other similar mechanical appliances in the Property for which the Owner is responsible are safe, in proper working order and in repair both at the start of, and during the Term, as may be necessary from time to time in order to comply with the Owner's obligations under Applicable Law.
- 4.8 The Owner has the right to recover possession in accordance with Applicable Law of the Property if:
 - 4.8.1 the Term has expired;
 - 4.8.2 the Owner has given two months' written notice to the Renter of the Owner's intention to recover possession of the Property; and
 - 4.8.3 at least 6 months have passed since the date of this Agreement.

THE FOLLOWING CLAUSES ARE APPLICABLE TO BOTH THE OWNER AND RENTER AND CONTAIN IMPORTANT INFORMATION ABOUT THE PROCEDURAL ELEMENTS OF SUCH MATTERS AS THE HOLDING AND RETURN OF THE SECURITY DEPOSIT, THE RIGHT OF RE-ENTRY FOR THE OWNER AS WELL AS A SET OF STANDARD PROVISIONS TO MANAGE THE RELATIONSHIP BETWEEN THE PARTIES. THESE CLAUSES SHOULD BE READ CAREFULLY.

5. THE SECURITY DEPOSIT

- 5.1 The Owner acknowledges receipt of the Security Deposit.
- 5.2 The Security Deposit specified in the Particulars shall be held as security for the performance by the Renter of the Renter's obligations under this Agreement and Tenancy.
- 5.3 Within 30 days of receiving the Security Deposit the Owner shall inform the Renter of the UK Government backed tenancy deposit protection scheme being used and give details of the tenancy deposit protection scheme to the Renter as required under the membership rules of the chosen tenancy deposit protection scheme and Applicable Law.
- 5.4 The Owner will provide within 30 days of the Security Deposit being received the Prescribed Information.
- 5.5 The Owner agrees that the Security Deposit shall be held in accordance with the rules of the chosen tenancy deposit protection scheme.
- 5.6 The Owner and Renter agree that any interest accrued from the Security Deposit shall be paid to be shared equally between the Owner and the Renter.

- 5.7 At the end of the Tenancy, the Owner shall be entitled to withhold from the Security Deposit such proportion of the Security Deposit as may, without limitation, be reasonably necessary to:
- (a) Make good any damage to the Property or the Fixtures and Fittings (except for fair wear and tear);
 - (b) Replace any of the Fixtures and Fittings which may be missing from the Property;
 - (c) Pay any accounts for Utilities, Council Tax charges or any other taxes or accounts for which the Renter may be liable which remain unpaid;
 - (d) Pay any Rent which remains unpaid; and
 - (e) Pay for the Property and the Fixtures and Fittings to be cleaned if the Renter is in breach of its obligations to do so under this Agreement.

- 5.8 The Owner shall inform the Renter within 10 working days of the Tenancy ending if the Owner intends to withhold all or part of the Security Deposit as detailed in clause 5.7 above.

5.9 LOCKS AND SECURITY

Locks (and if applicable, access codes) must not be added, changed, altered, replaced or re-keyed without the written permission of both Parties, unless the changes are made in compliance with Applicable Law. Any locks so permitted to be added, changed, altered, replaced or re-keyed shall become the property of the Owner and shall not be removed by the Renter. Renters shall promptly give a duplicate key to any such added, changed, altered, replaced or re-keyed lock to the Owner.

6. FORFEITURE CLAUSE– RIGHT OF RE-ENTRY

- 6.1 The Owner reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
 - (b) the Renter is declared bankrupt under the Insolvency Act 1986;
 - (c) the Renter has breached the Agreement; or
 - (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause does not affect any rights of the Renter under the Protection from Eviction Act 1977. The Owner cannot evict the Renter without a court having first made an order for possession.

- 6.2 If the Owner re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Owner in respect of any breach of the terms of this agreement by the Renter will remain in force.

- 6.3 If the Renter breaches this agreement or fails to fulfil any of its obligations under this agreement, the Renter shall pay any reasonable costs properly incurred by the Owner in remedying such breaches or in connection with the enforcement of those obligations.

7. INSURANCE AND INDEMNIFICATION

7.1 Except as otherwise may be required by the Applicable Law, the Renter shall obtain and maintain an insurance policy from a reputable and licensed insurance company insuring the Renter's personal property. All personal property in any part of the Property or surrounding areas within Renter's control shall be at the sole risk of Renter.

7.2 Subject to the provisions of Applicable law, the Owner shall not be liable for loss of or damage to Renter's property of any kind, whether such loss or damage is caused by fire, water, steam, or otherwise, while on or about the Property or for any personal injury unless caused by the negligence of Owner.

7.3 Renter agrees to indemnify and save Owner and his Agent, and the owner of the Property (if different from Owner) harmless from any and all liabilities, losses, damages, fines, suits, claims, demands and actions of any kind or nature arising from (a) Renter's breach of this Agreement, or (b) any act, neglect or default by Renter, or Renter's family, guests, invitees or agents.

8. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

9. NOTICES

9.1. Any notice to the Owner sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by registered post or recorded delivery post to the Owner's address given in the Particulars; or
- (b) left at the Owner's address given in the Particulars.

9.2 Any notice sent to the Renter under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by registered post or recorded delivery post to the Property; or
- (b) left at the Property.

9.3 If a notice is given in accordance with clause 9.1 and 9.2, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by registered post or recorded, on the second working day after posting.

9.4 In accordance with Section 48 of the Landlord and Tenant Act 1987, the Owner's address for service in England and Wales is [LANDLORD'S ADDRESS FOR SERVICE].

10. GOVERNING LAW

This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of England and Wales. The Parties hereby irrevocably consent to the personal and subject matter jurisdiction of the courts located in England and Wales for any dispute arising out of this Agreement.



11. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject and supersedes all prior agreements or understandings. No promises or representations, other than those contained herein or those implied by law, have been made by Owner or Renter. The parties may, during the Term of this Agreement, modify any of the provisions hereof by an instrument in writing signed by Owner and Renter. Time is of the essence in this Agreement.

12. ADDITIONAL CLAUSES

[]

[]

This Agreement has been entered into on the date stated at the beginning of it

Signed by _____ (Print name of **Owner**) Signature _____

Signed by _____ (Print name of **Owner**) Signature _____

Signed by _____ (Print name of **Renter**) Signature _____

Signed by _____ (Print name of **Renter**) Signature _____