Produced by

Clifton Ingram Solicitors *for* College and County Ltd

AGREEMENT

FOR AN

ASSURED

PERIODIC TENANCY

Important Notice

This document contains the Terms of the Tenancy of ADDRESS. It sets out the promises made by the Tenant and the Landlord to each other. You should read this document carefully and thoroughly. You should also 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 you do not agree with and that it does contain everything you 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 you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

The Tenancy is an Assured Periodic Tenancy ("APT") under the Renters Rights Act 2025 ("RRA") which becomes law and must be used from May 1 2026.The Agreement has no fixed term and is periodic from the commencement of the Tenancy. The Landlord can terminate the Tenancy with an Order from the County Court. The Tenant can terminate by giving to the Landlord two months' prior written notice.

If certain Grounds for possession under the Housing Act 1988 as amended by the RRA 2025 are used a prior Notice must be given by the Landlord to the Tenant and attached to the APT.

The Tenant will have received the following documents in an acceptable format either by email or paper:

- **Tenant Information Pack;**
- **Gas Safety Certificate for the Premises (if applicable);**
- **Energy Performance Certificate;**
- **Prescribed Information specifying how the Deposit is protected (if applicable); The Deposit Certificate (if applicable);**
- **The leaflet from TDS (if applicable).**
- **Electrical Safety Certificate for the Premises (if applicable);**

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy.

This Agreement is deemed executed on the date by which both parties have signed, please refer to the Audit Trail at the end of this document.

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A. LANDLORD 1 of LANDLORD ADDRESS
and LANDLORD 2 of LANDLORD ADDRESS **("the Landlord")**

AND

B. TENANT NAME
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

PROPERTY ADDRESS

("the Premises")

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Premises on an Assured Periodic Tenancy ("APT"). The Tenancy shall start on and include the **START DATE** and shall continue from month to month until the Landlord serves a valid notice obtaining a Possession Order from the County Court, where required or the Tenant gives to the Landlord two months prior written notice.

2. The Rent

The Tenant shall pay to the **Agent** the sum of **£XXX** in cleared funds as the initial payment of Rent, payable after this Agreement has been signed and one calendar month before the start of the tenancy, unless otherwise advised. Following the initial payment, the Rent of **£XXX** shall be payable monthly in advance on the **DAY** of each month (Rent due date) by standing order. The Rent is exclusive of council tax, utilities, telephone, broadband, water, sewerage and any other electronic or service charges, unless otherwise stated as a special clause.

3. The Deposit

The Tenant shall pay to the **Agent, £XXX** ("the Deposit") which is due in cleared funds on or before the signing of this Agreement. The Deposit shall be held by the Agent as stakeholder. The Agent is a member of The Tenancy Deposit Scheme and will hold the Deposit subject to their rules and serve all relevant information on the Tenant on each person forming the Tenant within 30 days of the receipt of the Deposit. At the end of the Tenancy, the Agent shall return the Deposit to any person forming the Tenant as agreed between all parties but subject to the possible agreed deductions set out in this Agreement. It is agreed by all persons forming the Tenant one nominated person will act on behalf of the Tenant with regards to negotiation and agreement of deposit return. Once agreement has been reached by all parties, the nominated person will receive the whole or balance of the Deposit on trust for all persons forming the Tenant and distribute the returned amount of it promptly upon receipt.

4. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

5. Type of Tenancy

This Agreement is intended to create an Assured Periodic Tenancy ("APT") as defined by the Housing Act 1988 Part 1 of Chapter 2 as amended by the Renters Rights Act 2025 ("the Act")

6. Dealing with the Deposit

6.1 The Landlord or the Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Agent and used to cover administration costs.

6.2 The Deposit has been paid by the Tenant and will be returned to the nominated Tenant at the end of the Tenancy, subject to any agreed deductions, using the bank details held on file. If details are not held, they must be provided before the Deposit can be returned.

6.3 After the end of the Tenancy the Landlord, or the Agent on the Landlord's behalf, is entitled, with the written consent of the nominated tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.7 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent on the Landlord's behalf, monies will be deducted from the Deposit in the order listed in clause 6.7.

6.4 The Landlord, or the Agent on the Landlord's behalf, shall notify the nominated 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.

6.5 After the end of the Tenancy the Landlord, or the Agent on the Landlord's behalf, shall return the Deposit, subject to any deductions made under this Agreement, within thirty days of the end of the Tenancy except in case of dispute. If there is more than one person forming the Tenant, the Landlord or the Agent may, with the written consent of persons forming the Tenant, return the Deposit to the nominated person, using the bank details held on file. If details are not held, they must be provided before the Deposit can be returned.

6.6 If the amount of monies that the Landlord or the Agent on the Landlord's behalf, is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving the request in writing.

6.7 The Landlord or Agent may, with the written consent of the Tenant, deduct monies from the Deposit (as set out in clause 3) to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage, or compensation for damage, to the Premises and its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, or repairs that are the responsibility of the Landlord;
- the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings;
- 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); any damage caused by smoking any substance or burning candles, incense, or anything else in the Premises whether or not the Landlord consented.
- any accidental damage caused by the Tenant, his visitors, his family, his contractor, or any licensee regardless of the cause.
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, or the Agent, by the local authority.
- any other breach by the Tenant of the terms of this Agreement.
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy.
- any unpaid account or charge for water including sewerage and environmental charges, electricity, gas or other fuels used by the Tenant in the Premises.
- any unpaid council tax.
- any unpaid telephone charges.

6.8 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 the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

6.9 The Deposit is safeguarded by The Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
West Wing
First Floor
Maylands Building
Maylands Avenue
Hemel Hempstead
HP2 7TG
Phone: 0300 037 1000
Email: deposits@tenancydepositscheme.com
Website: www.tenancydepositscheme.com

At the end of the Tenancy

6.10 The Agent must tell the Tenant within a reasonable timeframe after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.11 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached, any of the parties can refer the matter to The

Tenancy Deposit Scheme for adjudication up until ninety days after the end of the Tenancy, after which time the TDS will not adjudicate in any dispute.

6.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.10 and 6.11 above.

6.13 If the Tenant forms more than one person all persons forming the Tenant agree by signing this Agreement to nominate one person who will be responsible for dealing with the return of the Deposit. All correspondence will go to the nominated person, and it will be their responsibility to pass this information on to the rest of the group forming the Tenant. The nominated person will hold the Deposit in trust for the other persons forming the Tenant. The Deposit will be paid into the nominated person's bank account after the end of the Tenancy unless the persons forming the Tenant all inform the Agent in writing prior to the end of the Tenancy of an alternative arrangement.

6.14 The Tenant agrees to provide a forwarding address for the return of the Deposit before the end of the Tenancy. To avoid doubt this is the address the Deposit will be returned to on behalf of all persons forming the Tenant.

6.15 The Tenant agrees to ensure the Premises are professionally cleaned or cleaned to a professional standard throughout at the end of the Tenancy; to include, but not limited to, all surfaces, carpets, oven, windows, appliances, bathrooms, furniture if applicable etc. to the same standard as how the Premises were cleaned prior to the start of the Tenancy. A receipt must be provided at check-out if professional cleaning has been instructed.

Obligations of the Tenant

General

7.1 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, visitor, family, or contractor of the Tenant to do or not to do that same obligation.

7.2 To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

7.3 To provide a valid passport, and if applicable a valid student or work visa, to the Landlord or the Agent prior to the start of the Tenancy for a photocopy to be taken and retained by the Landlord or the Agent for their records according to the Immigration Act 2014. The Tenant has been made aware if relevant, any visa will be checked with the Home Office or other relevant organization, prior to the start of the Tenancy and prior to the date renewal of the visa arises if applicable.

7.4 To inform the Landlord and the Agent of any new potential occupiers, which will be permitted subject to the Landlord's written approval. The Tenant should refer to section 13 of the Tenancy Agreement regarding Assignment. For avoidance of doubt, you cannot allow another person to move in without notifying the landlord/agent. The landlord must approve the new occupier in writing before they are permitted to live at the property. Assignment means transferring your tenancy rights to another person.

7.5 To pay for any damage, accidental or otherwise, caused by the Tenant, his visitors, his family, his contractor, any licensee or others at the Premises howsoever caused within 14 days of written demand. To avoid doubt it is agreed if the Tenant fails to pay the outstanding sum it will be a deduction from the Deposit at the end of the Tenancy.

7.6 HMO properties (Houses in Multiple Occupation): If the Premises is let as part of the Student, Postgraduate or Shared letting cycle we will require confirmation of plans to stay beyond September of the next academic year, by mid-October (for Student groups) or mid-January (for Postgraduate groups). This remains "subject to contract" and the Landlord's consent.

Paying Rent

8.1 To pay the Rent as set out in Clause 2 of this Agreement whether or not it has been formally demanded.

8.2 To pay interest on any payment of Rent not made as set out in Clause 2 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

8.3 The Tenant agrees the Landlord or the Agent may discuss any matter relating to housing benefit, universal credit or council tax relating to the Tenant and arrange payments of these sums to be made direct to the Landlord if required.

8.4 The Tenant will compensate the Landlord or the Agent for any loss suffered due to a standing order withdrawn.

8.5 If the Tenant is in breach of the Agreement due to failure to pay the rent the Landlord is entitled to use all statutory provisions in the Housing Act 1988 to recover possession of the Premises.

8.6 Any proceedings issued under the Housing Act 1988 to gain possession will not be affected by receipt of any rent subsequently paid or a waiver of the Landlord's intention to recover possession of the Premises.

Rent Increase

8.7 The Landlord can make a proposal to the Tenant to increase the Rent after every twelve months by serving a Notice on the Tenant under Section 13 of the Housing Act 1988.

8.8 The Landlord or the Agent can negotiate an increase lower than the rent requested according to the Section 13 Notice and confirm agreement has been reached by obtaining written consent from the Tenant.

Further Charges to be paid by the Tenant

9.1 To pay the council tax (or any similar charge which replaces it) for the Premises either directly to the local authority, or to the Landlord or the Agent, when the Landlord or the Agent 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. To avoid doubt, should a Tenant neglect to advise the local authority the Tenant is exempt from council tax and obtain the necessary exemption certificate and council tax falls due, the Tenant will be liable for all payments due.

9.2 To pay all charges due for the following services used during the Tenancy and to pay a proportion of any standing charge for those services that reflects the period of time that this Agreement was in force:

- gas;
- water (including sewerage and other environmental services);
- Cesspits; cost of emptying where applicable;
- electricity;
- any other fuel charges;
- telecommunications including telephone, broadband, VOIP, cable, satellite or other means of communication.

9.3 To pay invoices presented to the Tenant periodically for utilities which are paid direct by the Landlord through a service charge or other legal obligation within 14 days of written demand.

9.4 To pay to the Landlord, or the Agent, all reasonable costs and expenses incurred by the Landlord or awarded by the Court, for the following:

- recovering or attempting to recover any Rent or other monies in arrears.
- the enforcement of any reasonable obligation of the Tenant under this Agreement.
- costs commission or other monies incurred by the Landlord or the Agent due to any breach or early termination of the Tenancy by the Tenant.
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- any re-letting costs or commission incurred by the Landlord if the Tenant or any person forming the Tenant vacates the Premises early apart from according to a break clause.

9.5 To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any standing order or direct debit is withdrawn.

9.6 To pay the television licence fee, where legally required, regardless of who owns any television set within the Premises.

9.7 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse by or negligence of the Tenant, his visitors, his family, his contractor or any licensee.

9.8 If a contractor is instructed to attend the Premises following a report by the Tenant and the contractor determines that the issue was caused by the Tenant, or that the matter could reasonably have been resolved by the Tenant without a contractor attending, the Tenant shall be liable for the reasonable cost of the callout. The contractor shall provide written confirmation of the reasons for their determination.

The Condition of the Premises: Repair, Maintenance and Cleaning

10.1 To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Tenancy as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done/faulty items owned by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
- repairs for which the Landlord has responsibility (as set out in this Agreement).

10.2 To inform the Landlord, or the Agent, immediately (when noticed) of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.

10.3 To inform the Landlord or the Agent in writing of any lack of condition at the Premises. The Landlord has the obligation to repair, maintain or rectify any lack of condition within a reasonable time once the Tenant has informed him or the Agent in writing of any issue that arises. A reply will be sent to the Tenant in writing within 14 days of the receipt of any correspondence.

10.4 To keep the Premises, Fixtures and Fittings in a reasonably clean and tidy condition.

10.5 To clean to a professional standard or compensate the Landlord for the costs of the professional cleaning of the Premises at the end of the Tenancy to the same standard of cleaning as shown in the Check-in Information and the Inventory and Schedule of Condition.

10.6 To clean the inside and outside of the easily accessible windows regularly throughout the Tenancy and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition and Check In Information.

10.7 Chimneys may only be used if the Landlord gives prior written permission. The Tenant must arrange to clean the chimneys once a year and within the last month of the Tenancy, where chimneys are present at the Premises, provided they were cleaned at the start of the Tenancy and where permission to use them has been granted.

10.8 To compensate the Landlord if a fire has been lit in any part of the Premises with access to a chimney; or any fireplace deemed as ornamental and not for use without prior written permission for the costs of rectifying all damage caused to the chimney, the Premises, the Fixtures and Fittings or for the cleaning of the chimney or any other areas in the Premises caused by the breach.

10.9 To ensure all smoke alarms, heat detectors and carbon monoxide detectors are tested weekly and keep them in good working order by replacing batteries where necessary and not interfere with them at any time. The Landlord or the Agent must be informed promptly of any defect, need of repair or maintenance.

10.10 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence or misuse of a the Tenant, his family, visitors, his contractors, any licensee or other permitted third party.

10.11 To take all reasonable precautions by adequately heating and ventilating the Premises to prevent damage occurring to any pipes or other installation in the Property which may be caused by frost, low temperatures, condensation and mould growth provided properly insulated at the start of the Tenancy, including clearing away any water caused by condensation and clean off any mould, which develops with a suitable mould removal product. For avoid any doubt, Tenants agree not to cover radiators or hang clothing in the Property without ventilating.

10.12 To replace all electric light bulbs, low energy lighting, fluorescent tubes and plug fuses that failed during the tenancy, for a suitable like for like replacement.

10.13 To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Agreement.

10.14 To carry out any work or repairs which is the Tenant's responsibility within a reasonable time of being notified by the Landlord or the Agent, and no later than one month from notification; or authorise and allow access to the Landlord or the Agent to have the work carried out at the Tenant's expense.

10.15 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes air vents and ducts free of obstruction during and at the end of the Tenancy.

10.16 To clear or compensate the Landlord for all reasonable costs incurred for the clearance of any blockage or over-flow caused by negligence of or misuse by the Tenant his visitors or family in any of the drains, gutters, down-pipes, sinks, toilets, cesspits, or waste pipes, which serve the Property.

10.17 To take reasonable precautions to prevent infestation and to compensate the Landlord in full for all costs for the eradication of infestation where it can be reasonably assumed the infestation has started during the course of the tenancy or could result from the action or lack of action of the Tenant. The Landlord or the Property Manager will take reasonable precautions to ensure the Premises is showing no signs of infestation when the Tenancy commences.

10.18 The Tenant shall notify the Landlord or Property Manager immediately if they become aware of or suspect infestation of animals or insects at the Premises including but not limited to; vermin, birds, squirrels, other pests and insects, including bed bugs, cockroaches, fleas, mice and rats. The Landlord or Property Manager will arrange for an independent pest control company to attend the Premises to ascertain the issue and the cause. The pest control company will update the Landlord or Property Manager if any action is required. The appropriate action will then take place with the responsible party required to pay the invoice. Should neither party be at fault, the cost will be that of

the Landlord. Whilst in situ, the Tenant should make all reasonable effort to ensure the Premises is infestation free, this includes but is not limited to; regular cleaning, proper waste disposal, sealing entry points and maintaining good hygiene standards.

10.19 To ensure 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.

Insurance

11.1 Not to do or fail to do anything leading to the policy on the Property, or Fixtures and Fittings not covering any losses covered by the policy, increase the premium, or become void or voidable. A copy of the relevant sections of the policy can be provided to the Tenant at their request.

11.2 To pay to the Landlord any sums paid for any increase in the insurance premium, the excess for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.

11.3 To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings and confirm such damage in detail in writing promptly.

11.4 To agree the Tenant has been advised the Landlord's insurance policy does not cover the Tenant's possessions and it is recommended the Tenant should insure his belongings with a reputable insurer.

Access and Inspection

12.1 To allow the Landlord, the Agent, any Superior Landlord, their agent, professional advisers, or authorised contractors to enter the Premises with or without workers and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:

- the Tenant has not complied with a written notice under clause 10.14 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with the clause;
- the Landlord, the Agent, the Superior Landlord, his agent, or an appointed contractor seeks to carry out work for which the Landlord or Superior Landlord is responsible (those responsibilities are set out in this Agreement).
- a professional adviser has been appointed or authorised by the Landlord, the Superior Landlord, his agent or the Agent who wishes to visit or inspect the Premises; the safety check of the gas appliances or the electrical safety inspection is due to take place; or the Landlord, the Superior Landlord, or the Agent wishes to inspect the Premises; or to comply with statute.

12.2 To allow the Premises to be viewed at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises. During these viewings, the Landlord or the Agent may take photographs/videos at that time or for marketing purposes/remote viewings. The Tenant shall not unreasonably obstruct, hinder, or prevent access for such viewings where notice has been given in accordance with this clause and shall cooperate with the Landlord and the Agent in arranging access at reasonable times, during working hours (9am-5pm on weekdays).

12.3 To allow the Landlord or the Agent access for periodic inspections throughout the Tenancy, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing. During these visits, the Landlord or the Agent may take notes and photographs/videos (which may include personal possessions of the Tenant) to record the condition of the Premises at that time or for marketing purposes.

12.4 To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the Tenancy.

Assignment

13.1 Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior written consent.

13.2 Not to take in lodgers or paying guests or allow any person other than those named as the Tenant in this Agreement and any permitted family, children, or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent.

Use of the Premises

14.1 To use the Premises only as a private residence for the occupation of the Tenant.

14.2 To agree that the Premises are let on the condition that they are occupied by the named persons forming the Tenant. No additional occupiers can reside in the Premises unless the Tenant has gained the Landlord's prior written consent. If there are occupiers not in a single family group residing in the Premises without the Landlord's consent, then the Landlord will seek a Court Order for possession of the Premises.

14.3 Where the Premises is a licenced HMO, clauses 14.1 and 14.2 do not apply. The Tenant is in agreement that the Premises are let on the condition that they are occupied by the named persons forming the Tenant only. No additional occupiers including children or other family members can reside in the Premises.

14.4 Not to register a company, run a business, or hold or allow a sale by auction at the Premises.

14.5 Not to use the Premises for any illegal/immoral purpose.

14.6 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.

14.7 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance or damage to any neighbouring, adjoining or adjacent Premises or the owners or occupiers of them. This includes any nuisance caused by noise especially between the hours of 10pm and 9am.

14.8 Not to decorate or make any alterations or additions to or in the Premises, including the installation of EV charging points, without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

14.9 Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises 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.

14.10 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises (including any plug-in solar panel, balcony solar panel, battery storage device, inverter or similar electricity-generating equipment) without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

14.11 To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.10, above.

14.12 Not to keep any dangerous or flammable goods, materials or substances in or on the Premises, apart from those required for general household use. This includes electrical items and portable radiant heater, particularly one with either a flame (gas or paraffin) or a radiant element (electric bar fire). Should the Tenant wish to bring any electrical item into the Premises, they will need to ensure that the item is safe and to UK standards.

14.13 Not to hang any posters, pictures or other items in the Premises using Blu-tac, white-tac, sellotape, nails, adhesives, LED strip lights or their equivalents. Tenants may only hang items using a reasonable number of commercial picture hooks. Items should not be hung without the prior consent of the Landlord or the Agent, which will not be unreasonably withheld.

14.14 To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

14.15 Not to barbecue on or in any balcony, roof terrace, communal gardens or areas apart from those designated for the purpose.

14.16 Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Premises or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Premises or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the soft furnishings by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Premises of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Premises and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through un-authorised use of candles, incense sticks, (or similar) or smoking in the Premises.

14.17 Fire escape routes, hallway, stairs and landing areas are to be kept clear from obstructions and potential sources of ignition.

14.18 Fire doors (if applicable) must not be propped open at any time as they are intended to remain closed for the safety of the Tenant.

14.19 Door closing devices must not be disabled or tampered with rendering them in full or part inoperable to ensure safety within the Premises and a clear pathway to exit the Premises in an emergency. Any damages that are caused by breach of this clause will be rectified at the Tenant’s expense.

14.20 Cupboards containing gas or electrical meters are not to be used for storage.

14.21 Misuse of the fire extinguishers and fire blankets is strictly prohibited. Failure to follow will result in the immediate replacement of these items, at the Tenant’s expense.

14.22 Not to leave the Premises unattended when using computer equipment that could produce excessive heat and could cause a potential fire hazard.

14.23 Not to charge batteries for ebikes or escooters or any other appliance in or on the Premises, unless supervised and intermittently checked on as they pose a fire risk. Charging should not take place in hallways, stairwells, or storage areas at any time. If in breach of this clause batteries are charged unsupervised resulting in damage to the Premises or the Fixtures and Fittings the cost of rectifying the damage not covered by the Landlord's insurance will belong to the Tenant or person charging the battery if different.

14.24 Bicycle Storage: The Tenant shall not store, keep or leave any bicycle, e-bike, scooter or similar item within the Property, including within any internal room, hallway, landing, communal area or means of escape. Bicycles must be stored only in any designated external bicycle storage area provided by the Landlord. Any bicycle stored within the Property in breach of this clause must be removed immediately upon request by the Landlord or Agent. The Tenant will compensate the Landlord for all damage done to the Premises and the Fixtures and Fittings including cleaning of carpets to remove oil or any other stains, replacement if necessary; and redecoration of any walls damaged by the bicycles.

14.25 Bitcoin or other crypto currency must not be mined in the Premises.

14.26 Attic/Loft Space: The Tenant has no access or use of the attic/loft space, which is excluded from the Tenancy and should not be entered at any time. This clause is not applicable if the attic/loft has been converted into a liveable space and the Premises is let as such.

Utilities and Council Tax

15.1 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.

15.2 To apply for the accounts for the provision of those services to be put into the name of the Tenant.

15.3 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

15.4 If applicable, not to change the telephone number without the prior written consent of the Landlord or the Agent and to inform the Landlord, or the Agent, of any change of telephone number promptly upon the Tenant being given the new number.

15.5 To inform the Landlord or the Agent promptly when a utility is being transferred to a new supplier and to provide the name, address and account number of the new supplier promptly to the Landlord or the Agent.

15.6 To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.

15.7 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 9.2 or by anything done or not done by the Tenant.

15.8 To arrange for the reading of the gas, electric and water meters, as applicable, throughout the Tenancy, at the end of the Tenancy and at the departure of the Tenant from the Premises.

15.9 To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

15.10 To register with the local authority to pay council tax or any replacement tax and to ensure all payments are made for the duration of the Tenancy.

15.11 To provide the Landlord or the Agent at the point termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out above and to the local authority.

Animals and Pets

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

16.2 The Tenant must apply in writing to the Landlord or the Agent providing full details of the animal or pet and consent to abide by any rules or regulations of any superior lease or the reasonable requests of the Landlord or Agent regarding the pet.

16.3 To compensate the Landlord for the costs of the Premises being professionally cleaned, and with de-infestation cleaner at the end of the Tenancy if de-infestation is necessary. The Tenant will remain liable for payments of Rent until the Premises are professionally cleaned with de infestation cleaner and deemed clear of infestation.

16.4 To take reasonable steps to keep the animal under control during the Tenancy and to keep the garden free of

fouling by the animal during the Tenancy and at the end of the Tenancy or compensate the Landlord for the costs of the removal of any excrement.

16.5 To pay for any damage caused by the animal.

Leaving the Premises Empty

17.1 To notify the Landlord or the Agent in writing before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.

17.2 To comply with any conditions set out in the Landlord's insurance policy for empty premises. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 17.1 of this Agreement. A copy of the Landlord's insurance policy is available to the Tenant upon request.

17.3 To run all taps in sinks, wash basins and baths for two minutes, run all showers for two minutes and flush all lavatories at least three times before use after the Premises have been empty for more than seven days. This is a recommendation for lowering the risk of Legionella bacteria.

Locks and Alarms

18.1 To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.

18.2 If a burglar alarm is present in the Premises and provided in working condition, it should be set when the Premises are vacant. If one is present in the Premises and not provided in working condition it should not be activated or tampered with in any way without the prior written consent of the Landlord.

18.3 To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family, his contractors, or his visitors has accidentally, or negligently, set off the burglar alarm.

18.4 Not, except in an emergency, to install or change any locks in the Premises, without the prior consent of the Landlord, or the Agent, which will not be unreasonably withheld.

18.5 Not to have any further keys cut for the locks to the Premises or any building of which the Premises form part without notifying the Landlord or the Agent of the number of additional keys cut.

18.6 To return all keys, including any additional keys, remote controls or security devices for the Premises and any building of which the Premises form part to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

18.7 To pay for the cost of replacement remote controls, other security devices, or keys and locks for the Premises and if relevant the building of which the Premises forms part if any have been lost during the Tenancy or not returned at the end of the Tenancy.

Garden – if applicable

19.1 To keep the garden, window boxes and patios in good order and in the same condition and style as at the commencement of the Tenancy.

19.2 Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord or the Agent which will not be unreasonably withheld.

19.3 To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden.

19.4 The Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

19.5 To keep the garden in the same condition and style as at the commencement of the Tenancy, keeping paths and patios weeded, free of moss and any other substance which may cause accidents, weed all flower beds regularly and at the end of the Tenancy, and to cut the grass if applicable during the growing season.

Car Parking – if applicable

20.1 To park private vehicles only at the Premises in the garage, car parking space or driveway allocated to the Premises if applicable and not block or cause an obstruction to prevent others gaining access.

20.2 To keep any garage, driveway, or parking space free of oil or other substance and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

20.3 To remove all vehicles belonging to the Tenant, his family, personal staff, or visitors at the end of the Tenancy or pay for the costs of removal.

20.4 Not to park any vehicle at the Premises that is not in road worthy condition and not fully taxed.

Refuse
21.1 Tenants must ensure that during and at the end of the tenancy any rubbish or unwanted household goods at the Premises are removed and disposed of appropriately before the check-out. In particular any rubbish or goods left in the front or back garden or the pavement in front of the property should be removed, as well as wheelie bins, recycling boxes, any other refuse disposal receptacles, hoovers and lawn mowers are emptied.

21.2 To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

21.3 To dispose of all refuse through the services provided by the local authority, as per their instructions.

21.4 To bring refuse receptacles back onto the Premises in a timely manner after refuse collection to avoid obstruction to the public.

21.5 To pay any fines incurred from incorrect usage of receptacles or non-compliance with clauses 21.1 and 21.4 above.

Notices
22.1 To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.

Inventory and Checkout
23.1 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy within seven days of the commencement date with any written amendments or notes.

23.2 To agree that 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 Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in the clause above is not returned to the Landlord or the Agent.

23.3 To allow access for the check of the Inventory and Schedule of Condition at the termination or sooner ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

23.4 To accept that if either the Tenant or his agent does not attend the pre-arranged check out appointment, a check out report will be prepared by a representative of College and County at that time.

Head Lease
24.1 To comply with the obligations of the Head Lease, if applicable. A copy of the obligations can be provided to the Tenant at their request.

Energy Performance Certificate
25.1 To confirm that each person forming 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
26.1 To remove or compensate the Landlord or the Agent for the costs of the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy. For the avoidance of doubt, this includes emptying all receptacles and wheelie bins belonging to the Premises.

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

26.3 To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.

26.4 To grant vacant possession of the Premises at the end of or the earlier ending of the Tenancy.

26.5 To return all keys fobs or security devices belonging to the Premises.

26.6 To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the service providers and to the local authority.

26.7 To provide a copy of the final account for the water rates including sewerage and environmental services to the Landlord or the Agent together with proof of payment.

26.8 To compensate the Landlord or the Agent for all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly.

26.9 To compensate the Landlord for an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Premises are left full of bulky furniture, or other discarded items belonging to the

Tenant; which may prevent the Landlord residing in, re letting, selling or making any other use of the Premises. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

Further Conditions to be kept by the Landlord.

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

Ownership and Consents
28.1 To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement whether from Superior Landlords, lenders, mortgagees, insurers, or others.

Statutory Repairing Obligations
29.1 To comply with Section 9A of the landlord and Tenant act 1985 as amended by the Homes (Fitness for Human Habitation) Act 2018 and to ensure the Premises is fit for human habitation. and to ensure that the Premises is fit for human habitation throughout the Tenancy.

29.2 To comply with the obligations to repair the Premises 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 working order:

- the structure of the Premises and exterior (including drains, gutters, pipes); certain installations for the supply of water, electricity and gas;
- sanitary appliances including basins, sinks, baths and sanitary conveniences; space heating and water heating;
- but not 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 10.2.

29.3 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 29.1 and 29.2 above.

Insurance
30.1 To insure the Premises and the Fixtures and Fittings under a general household policy including third party liability with a reputable insurer.

Other Repairs
31.1 To keep in repair and proper working order or if necessary replace 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, his contractors or his visitors.

Safety Regulations
32.1 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and 2025.

32.2 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 will be given to the Tenant at the start of the Tenancy and annually thereafter. In compliance with the above Regulations the Landlord will ensure all gas appliances and flues are maintained in a safe condition and each appliance or flu is checked for safety annually by a member of a body approved by the Health and safety Executive and a copy of the record of each appliance or flu is checked is given to each person forming the Tenant no later than the start of the Tenancy and annually or at any lesser period specified by Regulations or statute thereafter.

32.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 2016, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

32.4 To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

32.5 To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy, and for all tenancies regardless of the commencement date from April 1 2021 which are to be checked at the Landlord's expense every 5 years and new safety record given to each person forming the Tenant and ensure compliance with all safety standards during all periods when the Premises are occupied.

32.6 To confirm the Premises is compliant with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations at the start of the Tenancy by installing a battery-operated smoke alarm on each storey of the Premises used as living accommodation including a mezzanine or a bathroom if there is not a mains smoke alarm system at the Premises and to install a carbon monoxide detector in any room with a solid fuel appliance or a gas appliance.

32.7 To ensure that any mains electric or battery operated smoke alarms, any carbon monoxide detectors, if provided, and any heat detectors, if provided, are operational at the start of the Tenancy and to maintain any mains electric or battery operated smoke alarms, any carbon monoxide detectors and any heat detectors throughout the Tenancy to ensure they are in full working order; apart from the provision of batteries to any battery operated appliance which is the responsibility of the Tenant.

32.8 To comply with the Health and Safety Executive Approved Code of Practice (ACOP L8) "The Control of Legionella Bacteria in Water Systems at the start of the Tenancy".

Head Lease

33.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.

33.2 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

33.3 To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy or within a reasonable timeframe thereafter.

33.4 To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Disability Related Improvements

34.1 The Landlord acknowledges the Tenant's right to make a request for a disability related improvement to the Premises under the Equality Act 2010 section 190(9). Any request made under clause 34.1 may not be unreasonably withheld upon the following conditions:

- A disabled person as specified within Section 6(2) of the Equalities Act 2010 occupied or intends to occupy the Premises as their only or principal home;
- The improvement is likely to enable the disabled person's enjoyment of the Property taking into account their disability.

Other Taxes

35.1 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

35.2 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not in the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Income Taxes Act 2007 sections 971 and 972; and the Taxation of Income from Land (Non-residents) Regulations 1995.

Possessions and Refuse

36.1 To remove or pay for the removal of any rubbish or belongings prior to the start of the Tenancy.

Interrupting or Ending this Agreement

It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

37.1 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 by the Renters Rights Act 2025) are made out; or

d. if the Premises are left unoccupied for more than 28 days without the Landlord or the Agent being made aware;

e. the Tenant has been declared bankrupt under the Insolvency Act 1986

The Landlord may re-enter upon the Premises provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.
Clause 37.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. The Landlord's Mortgage lender cannot evict the Tenant without a court having first made an order for possession pursuant to Ground 2 of Schedule 2 of the Housing Act 1988 (as amended by the Renters Rights Act 2025).

37.2 The Tenant shall compensate and protect the Landlord against any loss arising from any claim brought against the Tenant for any breach of any covenant contained within the Tenancy Agreement. The loss will include any costs or fees reasonably incurred by the Landlord in a Court of law. The Tenant's right to have costs assessed is not prejudiced.

Early Termination

38.1 If the Tenant vacates the Premises during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or, if the Landlord agrees in writing the Premises are re-let, or a suitable replacement tenant is found whichever is earlier. Fees will apply including but not limited to the following: any losses suffered by the Landlord due the early termination of the Tenancy such as any letting fee, reference costs, registration of the Deposit, drafting of an Assignment or inventory charges if applicable. The Tenant should refer to the College and County Guide to Charges, which is available on the company website and can be provided upon request.

Interruptions to the Tenancy

39.1 If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will cease to be payable until the Premises are 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 to rehouse the Tenant.

39.2 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection

40. The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website. In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord or Agent thereafter may share details about the following; Details of performance of obligations under this Agreement by the Landlord and Tenant; Known addresses/details of the Tenant and any other occupiers, any other relevant information required by the parties listed below. This personal information above can be shared with:

- Utility and water companies,
- The local authority,
- Authorised contractors,
- Credit and reference providers,
- Mortgage lenders,
- Legal advisors,
- Any other third party with a legal interest.

This information can be provided without further notice only when the Agent is authorised to do so under the policy.

Acceptance of Rent

41.1 Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

Notices

42.1 The Landlord has notified 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:

College and County AT Bury Knowle Coach House, North Place, Headington, Oxfordshire OX3 9HY

42.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 41.1, any notice or other communication which is delivered or posted to the Premises.

42.3 The provisions for the service of notices under the Civil Procedure Rules ("CPR") are if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later; or if documents are served by electronic service to the email address of the Tenant given to the Landlord or the Agent the document will be deemed served if sent before 4.30pm on the day of service or if at a later time on the next working day. A working day excludes Saturdays, Sundays and Bank Holidays.

42.4 The provisions for the service of notices pursuant to the Civil Procedure Rules ("CPR") are if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 42.1;or the last known address of the Landlord if different; and

reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 42.1or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later; or if any notices are served by the Tenant by electronic mail to the email address given by the Landlord or the Agent to the Tenant from time to time they will be served on the day of service or if after 4.30pm on the next working day provided the Landlord or the Agent confirms acknowledgement of service in writing. A working day excludes Saturdays, Sundays and Bank Holidays.

43.1 Terminating the Tenancy
The Tenancy is periodic and continues from month to month until terminated by either party.

43.2 The Tenant may end the Tenancy by giving a minimum of two months' prior written notice to the Landlord or the Agent which must expire the day before the Rent is due. The notice should comply with clause 41.1.

43.3 The Tenant must comply with the "Ending the "Tenancy clause within this Agreement and return in Premises and the Fixtures and Fittings in good condition but allowing for fair wear and tear.

43.4 The Landlord can usually only end the Tenancy by obtaining a Possession Order from the County Court. The Landlord or one of joint Landlords must serve a notice of proceedings on the Tenant using the Prescribed Form and specifying the Grounds for possession. Notice periods differ depending upon the Ground used.

45. Governing Law
The Agreement and any dispute or claim arising from or in connection with it shall be governed by and construed in accordance with the laws in England and Wales.

46. Rights of Third Parties
Only the two parties who are signatories to the Agreement may enforce any clause within the Tenancy Agreement. No third party has any right to enforce any clause of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

Special Clauses
47. The clauses shown at Schedule A which have been individually negotiated with the Tenant if any form part of this Agreement and may be used to clarify individually agreed variations to the main body of this agreement.

Right to Rent
48.1 To agree that all persons named as the Tenant or who reside at the Premises as an occupier, whether named in the Tenancy Agreement or not, must comply with the "Right to Rent" Regulations by meeting the Landlord or the Agent personally to provide a valid passport and, if applicable a valid visa to work or study in the UK, to be checked and copied, prior to taking occupation of the Premises either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Premises. No person may take up occupation of the Premises until all proposed tenants and occupiers have complied with these requirements to the Landlord's or Agent's satisfaction. If any proposed tenant or occupier fails to complete the required Right to Rent check, the Landlord may refuse to grant possession of the Premises, withhold the release of keys, and deny occupation until all requirements have been met.

48.2 If any person forming the Tenant or any occupier changes during the Tenancy, all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Premises and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Premises complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied where applicable.

48.3 Immigration Status: It is the Tenant's responsibility to immediately inform College and County Ltd of any changes to their immigration status or the status of any other residential occupier of the Premises.

Definitions & Interpretation

In this Agreement, the following definitions and interpretation apply:

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

"**Tenant**" means anyone entitled to possession of the Premises 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. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all Rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

"**Guarantor**" means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether

the Landlord elects to pursue the Tenant or not.

"**Agent**" means College and County Ltd, Bury Knowle Coach House, North Place, Headington, Oxfordshire OX3 9HY or anyone who subsequently takes over the rights and obligations of the Agent.

"Premises" means 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 Premises include the use of common access ways and facilities.

"Fixtures and Fittings" means references to any of the fixtures, fittings, 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, the Agent, or inventory clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

"Term" or **"Tenancy"** means 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 Agent as stakeholder during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

"**Stakeholder**" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.

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

"Water charges" means references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.

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

"TDS" means Tenancy Dispute Service whose details are shown in the Tenancy Agreement, if relevant. "ICE" means the Independent Case Examiner of The Dispute Service, if relevant.

"Deposit Holder" in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement and is a Member of the TDS, if relevant.

"Relevant Person" in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor, if relevant.

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 basis upon which the Landlord can recover possession from the Tenant, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement may be obtained from the Agent upon written request.

SCHEDULE A. Individually Negotiated Clauses:

Additional Clause(s):

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

Signed by the Landlord / Landlord's Agent:

NAME .....

Signed by the Tenant(s):

NAME .....

NAME .....

NAME .....

The scheme administrator is:

THE DISPUTE SERVICE LIMITED
P O Box 1255, Hemel Hempstead, HP1 9GN
0300 037 1000
info@tenancydepositscheme.com
www.tenancydepositscheme.com

PRESCRIBED INFORMATION

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. For properties in Wales only, from 1 December 2022 the Renting Homes (Wales) Act 2016 will lead to changes in terminology. Where reference is made to 'Assured Shorthold Tenancies' read 'Occupation Contracts' and for 'Tenancy or tenancy agreement', read 'Occupation Contract' and for 'tenant' or 'tenant(s)', read contract-holder or contract-holder(s)'

Information about the scheme

a. The scheme administrator of the Tenancy Deposit Scheme is The Dispute Service Limited. Contact details are at the top of the form.

b. The leaflet entitled 'What is the Tenancy Deposit Scheme?', which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.
The following procedures are set out in the scheme leaflet:

c. The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy;

d. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy;

e. The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid; and

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

More detailed information is available at www.tenancydepositscheme.com

For properties in Wales only, from 1 December 2022 the Renting Homes (Wales) Act 2016 will lead to changes in terminology. Where reference is made to Assured Shorthold Tenancies, read 'Occupations Contracts', and for Tenancy or tenancy agreement', read 'Occupation Contract', and for 'tenant' or 'tenant(s)', read contract-holder or contract-holder(s)'.

DEPOSIT AND PROPERTY DETAILS

Deposit paid	Date deposit received by the landlord (or their representative)
£XXX	DATE

Property address to which the tenancy relates

ADDRESS

PRIMARY LANDLORD DETAILS

Name	Address
LANDLORD NAME	LANDLORD ADDRESS

AGENT DETAILS

Name	Address
College and County **Email** lettings@collegeandcounty.co.uk **Phone number** 01865 722722	College and County Ltd, Bury Knowle Coach House, North Place, Headington, Oxfordshire, OX3 9HY

TENANTS

Tenant 1 Name

TENANT NAME

Email

TENANT EMAIL

Phone number

TENANT MOBILE

Address to be used at the end of the tenancy

FORWARDING ADDRESS

RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e., anyone who has arranged to pay the deposit on the tenant's behalf), as part of the
Prescribed Information, please provide the details for them below.

N/A

CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlord/s by reference to the terms of the tenancy are set out in the deposit clause(s) of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant 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.

Signed by the Landlord / Landlord's Agent:

NAME .....

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s):

NAME .....

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Gas Safety Certificate for: PROPERTY ADDRESS
- Energy Performance Certificate for: PROPERTY ADDRESS
- Electrical Installation Condition Report for: PROPERTY ADDRESS
- Payment Schedule in respect of amounts due from me
- Deposit Protection Information for your Tenancy
- TDS Terms & Conditions

These documents are attached to the emails that I have received from Your Agency Name in conjunction with this tenancy application.

Signed by the Tenant(s):

NAME .....

NAME .....

NAME .....

propertymark

CLIENT MONEY PROTECTION CERTIFICATE

Should a Propertymark Protected agent go into administration or misuse your rent, deposit or other funds, Propertymark will reimburse you whether you are a landlord or a tenant.

This certificate confirms your money is protected by the Propertymark Client Money Protection Scheme and that you can claim back money lost in the event of your letting agent going into administration or misusing your funds.

Your Propertymark Protection

Details of your agent

College and County Ltd

Trading as

College and County

Scheme Reference number

C0003893

is a member of Propertymark Client Money Protection Scheme
Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

HOW TO CLAIM

Simply go to propertymark.co.uk/complaints/client-money-protection/ and complete the CMP application form.
We need to receive your application within 12 months of us being notified that a misappropriation has occurred.

You do not need to prove fraud. You only need to provide supporting evidence that you have not received the money you were legally entitled to, this may be in the form of your tenancy agreement or deposit protection certificate along with bank statements.

Your money is protected throughout the time that your agency is a member of the Propertymark Client Money Protection Scheme. If your agent leaves the scheme, they are required by law to notify you. All agents managing properties in England, Scotland or Wales are legally required to belong to a Government approved Client Money Protection scheme at all times and details of the scheme must be publicly available. If you discover at a later date that money has gone missing during
the period of their membership of the scheme, you will still be covered even if they have subsequently left the scheme.

Unfortunately, we cannot make payments for any loss arising from war (whether foreign or civil), terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG