



AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice:

This document contains the Terms of the Tenancy at . It sets out the obligations made by the Tenant to the Landlord and vice versa conditional upon any current tenants moving out in time. **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 that you do not agree with and that it does contain everything you want to form part of the Agreement.

It is confirmed that this Agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

EXPLANATORY NOTES:

Finding Your Way around this Agreement

This Agreement has been divided into 8 Parts. Each part of the Agreement contains a number of separately numbered clauses some of which have been grouped together under a heading which describes the contents of the clauses.

- Part I** Provides definitions and interpretations of the terminology used within this Agreement.
- Part II** Describes who is bound by the Terms of this Agreement and identifies the Property to be let under this Agreement.
- Part III** Sets out the main Terms of this Agreement.
- Part IV** Explains how the Security Deposit will be dealt with by the Landlord or Agent at the end of the Tenancy.
- Part V** Sets out the Landlord`s obligations to the Tenant which must not be broken during the Tenancy.
- Part VI** Sets out the Tenant`s obligations to the Landlord which must not be broken during the Tenancy.
- Part VII** Sets out the rules that will govern when the Tenancy may be brought to an end.
- Part VIII** The Addendum sets out the processes, charges, fees, terms and conditions that apply should certain terms of this Agreement be breached by the Tenant. It also sets out special requests, exemptions and services available to the Tenants including Early Termination of the Tenancy and Change of Tenant.

Both parties are advised to obtain confirmation in writing when the Landlord or Agent gives the Tenant consent to carry out any action under this Agreement.

This Agreement creates an Assured Shorthold Tenancy ("AST") (as defined by the Housing Act 1988, as amended). The arrangements in Section 21 of the Housing Act 1988 for the Landlord to repossess the Property apply to this agreement. This means that you cannot claim any legal rights to stay on once the Tenancy has ended and a Court Order says you must leave. The Landlord or Agent giving a Section 21 notice must give at least 2 months` notice in writing. For more information, you should consult a Housing Advice Centre, Solicitor or Citizens` Advice Bureau who will tell you what this means.

The Landlord agrees to let the Property to the Tenant for the Term of the Tenancy (set out in **Part III** of this Agreement).

The Landlord can remove the Tenant from the Property early by giving the Tenant notice in writing of his intention to seek a possession order (even after the Terms of this Agreement have expired) and by obtaining a Court Order. The court will only order the Tenant to leave the Property before the expiry of the Term if one of the Grounds set out in the **Housing Act 1988** are proven and enforceable.

Part I: Definitions & Interpretation

"Agent" is **base property specialists ltd.** or anyone who subsequently takes over the rights and obligation of the Agent.

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“Deposit”	is the money held by the Landlord, or the Agent (in a Stakeholder capacity) during the tenancy and protected by The Dispute Service in case the Tenant should fail to discharge any liability under the Terms of this Agreement.
“Deposit Holder”	in the Prescribed Pages means the person, firm or company who holds the Deposit registered with one of the Tenancy Deposit Protection (TDP) schemes.
“Emergency”	means where there is a risk of life or damage to the fabric of the Property or Fixtures and Fittings contained in or on the Property.
“Fixtures and Fittings”	include references to any of the fixtures, fittings, furnishing, or effects, floor, ceiling or wall coverings and other items set out in the Inventory
“Head Lease”	sets out the promises your 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.
“ICE”	means the Independent Case Examiner of the relevant TDP.
“Inventory and Schedule of Condition”	is 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 Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or shortly thereafter, which are let with the Property under this Agreement.
“Landlord(s)”	include anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
“Notice Period”	is the amount of notice that the Landlord must give the Tenant and vice versa.
“Property”	includes any part or parts of the building, boundaries, fences, garden and outbuildings or fixture or fittings or other apparatus belonging to the Landlord unless they have been specifically excluded from the Tenancy.
“Relevant Person”	in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as Local Authority, Parent or Guarantor.
“Stakeholder”	means that deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties.
“Stamp Duty Land Tax”	is the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant if the Rent, after discount, exceeds the threshold.
“Superior Landlord”	means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord`s lease of the Property.
“TDP”	means the Tenancy Deposit Protection Scheme
“TDS”	means The Dispute Service whose details (if applicable to this Tenancy) are shown in the Tenancy Agreement.
“Tenant(s)”	includes anyone entitled to possession of the Property under this Agreement. Where more than one person or body comprise the Tenant, they will each be responsible for complying with the Tenant`s obligations under this Agreement both jointly and severally. The Landlord may seek to enforce these obligations and claim damages against any one or more of those persons or bodies.
“The Depositary”	An online platform utilised to facilitate the end of tenancy process and refund of deposit for any and all deposits registered under the TDS deposit scheme.
“Third Party”	means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of S212 to S215 of the Housing Act 2004.
“Guarantor”	means the person or body who undertakes to pay and make good to the Landlord all losses in the event of non-payment of Rent or the breach of any of the conditions contained in this Agreement by the Tenant.
“Term” or “Tenancy”	(set out in Part III of this Agreement) includes the period for which the property is let and any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
“The Policy”	means any insurance policy held by the Landlord for the Property or the fixtures and fittings.
“Waste Charges”	include references to water, sewerage and environmental service charges.

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"Fair Wear & Tear" means loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure and/or aging.

"Common Parts" These are the areas which are shared with other residents/occupants and include entrance areas, corridors, lifts, staircases, bin stores, communal gardens and any other parts within the block/development/building and outside which are intended for the use of the residents/occupants of that block/development/building.

"Vacant Possession" means when the Property is no longer occupied by any person, does not contain any personal effects not provided by the Landlord and that the Property is in a state fit to be occupied.

"Standing Order" is an instruction a bank account holder gives to his/her bank to pay a set amount at regular intervals to another bank account (sometimes also referred to as a 'Banker's Order').

"Chattels" articles of moveable personal property.

"Property Reference Code" this is a code supplied by **base property specialists ltd** for the purpose of easily and readily identifying the property a matter relates to without the requirement of the full address. The Property Reference Code for this property is:
WAR10

References to the singular include the plural and to the masculine include the feminine and vice versa.

Jurisdiction

The Tenant and Landlord agree that the laws of England and Wales shall exclusively apply to this Agreement and that they submit to the exclusive jurisdiction of the English Courts.

Severance

If any terms of this agreement are, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

Part II: The Parties to this Agreement and the Property

PARTIES 1. THE Landlord

(base property specialists ltd as Agent)
Address: 3 Garden Walk, London, EC2A 3EQ
Email: info@baseps.co.uk
Tel: 0207 033 1901
Fax: 0207 033 1903

2. THE Tenant(s)

Name(s):

Email:

3. THE Guarantor(s) (if applicable)

4. The Named Occupant(s) (if applicable)

Current address of the Tenant:

PROPERTY The Property situated at and being

Part III: The Main Terms of the Tenancy

TERM A term certain of **Months** from **to**

RENT £ per calendar month clear of all deductions (subject nevertheless as hereinafter provided)

* The period mentioned here will form the basis of any subsequent periodic Tenancy.

PAYABLE [in advance] by equal monthly payments on the of each month for the period commencing on the of the month. i.e. all funds should be released by Standing Order at least five days before the due date.

Where the rent is due and payable after the twenty-eighth day of every month then, where there are fewer than thirty one days in any particular month, the rent shall become due and payable on the final day of such month.

If the Agent or Landlord receives rent from someone other than the Tenant they will be considered to be the Tenant's agent. The Agent or Landlord will not create a Tenancy with any person who pays rent on behalf of the Tenant.

Cyber Crime Alert

Please do not rely on email notification of bank account changes without direct verbal confirmation from a trusted source.

DEPOSIT: £ is paid by the Tenant(s) to the Agent and is to be held by **base property specialists ltd.** as Stakeholder.

Part IV: Dealing with the Deposit

A - Clauses for inclusion in Assured Shorthold Tenancies

A1 The tenancy deposit

A1.1 The Deposit of £ is paid by the Tenant to the Landlord/Agent

A1.2 The deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

A2 Interest

Any interest earned will belong to the agent

A3 Purpose of the deposit

The Deposit has been taken for the following purposes

- Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

A4 At the end of the tenancy

A4.1 The Agent/Member must tell the tenant within 14 working days* of the end of the tenancy if they propose to make any deductions from the Deposit.

A4.2 If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

A4.3 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Tenant cannot file a Dispute in the first 14 working days from the expiration or termination of the Tenancy. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

A4.4 If, after 14 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

A4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses **A4.1-A4.4** above.

** These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.*

B. Protection of the Deposit

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The Deposit is safeguarded by the following Tenancy Deposit Protection Scheme, which is administered by and logged under **base property specialists ltd** registration number **G03724**:

The Dispute Service Ltd.

West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG
Phone 0300 037 1000
Email: deposits@tenancydepositscheme.com
Web: www.tenancydepositscheme.com

1. The Agent shall place the Deposit in a nominated account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Agent, and used to cover administration costs.
 2. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reason for any deductions to be made. No deduction will be made from the Deposit without the written consent of both the Landlord and Tenant.
 3. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Part 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 that request in writing.
- C.** The Landlord gives and the Tenant(s) takes the Property for the Term at the Rent payable as above.
- D.** THIS Agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly, save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act.

Part V: Further Conditions to be kept by the Landlord

E. The Landlord hereby agrees as follows: -

- 1 To keep the structure and exterior of the Property (including drains, gutters and external pipes) in good and reasonable repair.
- 2 To keep in repair and good working order the installations for the supply of electricity, gas (if appropriate), water, for sanitation (including basins, sinks and baths) and for space and water heating.
- 3 That the Tenant in paying the Rent and performing the agreements on the part of the Tenant may peacefully and quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 4 To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered unfit for habitation or inaccessible by any reason of fire or the other insured risks (unless the result of the act or default of the Tenant) the amount in case of dispute to be settled by arbitration.

Part VI: Obligations of the Tenant

The Tenant hereby agrees as follows: 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.

F. RENT

- 1 That all Tenants will provide all relevant documentation as reasonably requested by the Agent or

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- Landlord to assess their suitability including, if required, a suitable UK based Guarantor with suitable references.
- 2 To pay the rent of £ clear of all deductions on or before the of each month for the period of one calendar month from the of the month. To make all rental payments by one single Standing Order per month and to ensure that the Standing Order is released at least five days before the due date to ensure that cleared funds are received by the due date.
 - 3 That the Tenant is liable for all the Rent for the entire period of the Tenancy and that the Tenancy cannot be terminated during that fixed term period without the express permission of the Agent or Landlord in writing.
 - 4 Where the Tenant receives Housing Benefit equal to all or part of the Rent reserved under this Agreement, the Tenant shall be required to pay the shortfall between the benefit received from Housing Benefit (whether it be paid directly to the Landlord or to his Agent or to the Tenant) and the Rent as reserved under this Agreement and to ensure that the Landlord or his Agent is in receipt of the full Rent reserved under this Agreement on the days reserved under the same and the Tenant shall be bound by all the same covenants as any other Tenant and there shall be no special arrangements made to accommodate the Tenant. The Tenant further undertakes to use his best endeavours to assist the Landlord or his Agent to expedite the receipt of such benefit. The Tenant is required to pay the rent in full at the due dates whilst the application for Housing Benefit is pending or if the Housing Benefit stops for whatever reason. The Tenant must make all necessary arrangements to ensure that the Housing Benefit is always paid directly to the Landlord or Agent. The Tenant hereby gives express permission to the Landlord or Agent to contact the Housing Benefit Department to enquire about any matters relating to the Tenant`s Housing Benefit status and/or application.
 - 5 If a joint Tenant dies, or is no longer part of this Agreement for some other reason, the remaining joint Tenant will be fully entitled to all the rights and have to meet all the responsibilities under this Agreement.

PROPERTY

- 6 To inform base property specialists ltd or the Landlord in writing within **ten days of receipt** of any alterations, additions or notations to the Inventory. Such notification to be made by recorded delivery or email. Please ensure that receipt of this notification is acknowledged by the Agent or Landlord. If no such notification is received the Inventory will be considered as final and agreed to by the Tenant.
- 7 To keep all the Landlord`s effects, fixtures and fittings in good repair and condition, to make good all damages and breakages, to not remove any of the Landlord`s effects, fixtures, fittings and where appropriate, furniture from the Property and to be responsible for the cost of all repairs and replacements save those repairs and replacements caused by fair wear and tear.
- 8 To defrost the refrigerator and/or freezer when necessary. The Tenant shall be responsible for the reasonable cost of making good any damage that is caused as a consequence of any such defrosting not having taken place.
- 9 To ensure that cover is provided by the Tenant against any damage caused to the Property by any act or neglect by the Tenant or anyone under his control or that of adjoining properties by any items owned by the Tenant.
- 10 To use the Property solely for the purpose of a dwelling house and not to carry on any trade, profession or business on it.
- 11 It is a condition of this tenancy that anyone living in the property has a `right to rent` as set out in section 22 of the Immigration Act 2014, unless specifically agreed by the landlord.
- 12 Not, under any circumstances, to co-habit or share occupation other than with his family or reasonable visitors without the express permission of the Agent or Landlord and not to assign, sublet in whole or in part the Property. You will be legally responsible for carrying out all "right to rent checks" as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost or fines, we or the landlord, face as a result of you failing to carry out any right to rent check correctly.
- 13 To pay all Gas, Electricity, Television and Water Rates consumed, supplied and attributable to the Tenancy and to pay all the telephone charges including connection if necessary.
- 14 To pay all Council Tax in respect of the Property or any other such tax or charge replacing it and to indemnify the Landlord against any Council Tax that the Landlord may incur during the Tenancy by

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- reason of the Tenant ceasing to reside at the Property.
- 15 Not to do or permit any damage, noise or nuisance, or anything that may cause annoyance to the Landlord, occupiers of the Property or adjoining properties and not to arrange the installation of satellite or cable television without the consent of the Agent or Landlord, which shall not be unreasonably withheld. Any waste must be disposed of and placed in the waste container.
 - 16 Not to do to or on the Property anything, which may invalidate the insurance cover of the Property. Should an act or omission of the Tenant invalidate all or part of any insurance in regards to the Property including but not limited to building insurance and contents insurance the Tenant will be liable for all costs incurred as a result. Details of the Landlord's insurance are available on request.
 - 17 Not to carry out any structural alteration or addition to the Property and not to interfere with, modify or add to any electrical wiring or plumbing.
 - 18 Not to allow children to occupy the Property without the express permission of the Agent or Landlord in writing (not to be unreasonably withheld).
 - 19 On the termination of the Tenancy to deliver up the Property together with all the Landlord's effects, fixtures and fittings in good repair and condition.
 - 20 The Tenant must keep the Property in a clean and presentable condition during the Term or any extension thereof.
 - 21 Where applicable, to keep the garden mown and cultivated and the garden in a clean and tidy condition. The Tenant must not remove any trees or plants. The Tenant must not lop, top or cut down any trees. The Tenant must not alter the general appearance of the garden.
 - 22 Not to keep any animals, birds, insects, fish or reptiles without the express permission of the Agent or Landlord in writing. Written permission will not be unreasonably withheld, but may be granted with conditions, which protect the Property and the interests of people living nearby. If written permission is granted, the Tenant must keep his pet under control and cover such reasonable costs as are necessary to cover possible damage that may be caused. The Tenant also agrees to pay for flea treatment at the end of the Tenancy and a repeat treatment three months later. The second treatment is to deal with larvae which have not yet hatched and may not be killed by the first treatment.
 - 23 Not to keep or allow any combustible, offensive or dangerous goods on the Property.
 - 24 Not to affix posters or pictures to the walls, in a manner which will leave any markings and not to affix to the exterior of the Property any advertisement or sign of any description.
 - 25 Not to hang any poster, pictures or other items in the Property using blu-tac, sellotape, nails, adhesive or their equivalents.
 - 26 To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks only with the express permission of the Agent or Landlord in writing.
 - 27 The Tenants are advised to use the Royal Mail Redirection Service to start on or before the termination of the Tenancy. The Landlord, Agent and new Tenant cannot accept responsibility for any mail received at the Property after the expiration of the Tenancy.
 - 28 To allow the erection of boards advertising the Property 'to let' or 'for sale' within the last two months of the Tenancy or for marketing in conjunction with the Early Termination or Surrender of this Agreement. The board to be erected either externally fixed to the Property, in the garden or internally positioned in a window.
 - 29 To pay the Television Licence regardless of the ownership of the television set. If you watch or record live TV programmes on any channel, or download or watch BBC programmes on iPlayer, you need to be covered by a TV Licence. This includes: TV sets (including smart TVs), DVD, Blu-ray and VHS recorders, laptops, desktop computers, tablets, mobile phones and other portable devices, digital boxes or PVRs (such as Sky, Virgin Media or BT TV), games consoles, media streaming devices (such as Amazon Fire TV, Apple TV, Chromecast, Roku and Now TV), Freeview, Freesat or YouView.
 - 30 A. To pay any additional reasonable call-out charges incurred by the Landlord for any repairs or maintenance works when, at the specified request or mandate of the Tenant, must be undertaken outside of normal office hours.

B. If a Tenant requests or demands a maintenance issue be addressed and there is found to be no such issue at the property the Tenant will be liable for any charges applied by the contractor for attending and/or investigating the matter. Equally, if an issue is located at the property but is found to have been caused by the Tenant, whether intentionally or by accident, any and all charges to

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rectify the issue and return the Property to its previous condition will be the liability of the Tenant.
C. Where a Contractor attends the Property, with either suitable notice having been supplied to the Tenant or specifically arranged in co-ordination with the Tenant, and access is then denied or not possible due to the direct actions of a Tenant or a chosen representative of theirs, the Tenant will be liable for any and all reasonable charges the Contractor may apply for a failed attendance.

D. Where a contractor visit is arranged with a Tenant and the Tenant then changes or cancels that appointment with less than 24 hours' notice before the appointment any and all charges to facilitate this or incurred as a result of this will be the liability of the Tenants.

- 31 To forward any notice, order or proposal affecting the Property or its boundaries to the Landlord or his Agent within fourteen (14) days of receipt of any notice, order or proposal.
- 32 To forward immediately upon receipt to the Landlord or his Agent, any correspondence addressed to the Landlord, which is delivered to the Property.
- 33 To comply with the obligations of the Head Lease provided a copy of it has been forwarded to the Tenant upon sending the full Tenancy Pack after the move-in.
- 34 To reimburse the Landlord for the reasonable cost of cleaning and pressing of all linen and for the washing and cleaning of all counterpanes, blankets, cushions, pillows, duvets, soft furnishings and curtains/blinds which shall have been soiled during the Tenancy and which at the determination of the Tenancy may require to be washed or cleaned.
- 35 Not to smoke or allow any visitors to smoke within the Property or any of the communal areas within the building or development.
- 36 The Property will be provided at the start of the Tenancy having been professionally cleaned. As such the Property must be returned to the Landlord at the end of the Tenancy in the same condition having been cleaned to a professional standard. Failure to do so may result in deductions made from your deposit.

BASE MANAGED PROPERTIES ONLY; MANAGEMENT AND COMMUNICATION PORTAL AND MOBILE APPLICATION: PROPERTYFILE

- 37 Subject to the tenants having access to an email address and the internet and PropertyFile being available and operational it must be used as the primary tool for Tenants to facilitate the following:
 - a) The Tenant must notify the agency immediately if they have not received an invite to create their PropertyFile account and/or download the mobile app (hereafter referred to as 'app').
 - b) Upon receipt of an invite to create a PropertyFile account all tenants must do so in a timely manner- failure to do so may affect their access to essential services offered under their tenancy. To enjoy the full benefits and features of the PropertyFile service Tenants are recommended to download the app to their smartphone and to have all alerts and notifications switched on.
 - c) All tenancy related documents (such as tenancy agreements, deposit registration certificates, gas safety certificates, EPCs, etc.) will be available to access and download either via the mobile application or the online PropertyFile portal. Should a Tenant require any of these documents they must first attempt to access these from PropertyFile before raising a request for said documents from the agent. Requesting a document that is available within PropertyFile, or that has previously been provided by the Agent to a Tenant, will result in an admin charge of £30 per document provided.
 - d) Any queries relating to any historical rental payments must first be addressed by the tenant reviewing the 'receipts' section in PropertyFile before raising any further queries with the agent directly. Any such queries raised with the Agent that are answered by the Receipts ledger available within PropertyFile may incur an administration charge of £30 per resolved enquiry.
 - e) All non-emergency maintenance issues (Emergency issues are as follows: Gas leak, fire, severe leaks, electrical issues risking immediate harm to tenants or the property and finally broken windows and/or doors following a break-in) must be immediately reported via the PropertyFile 'report an issue' or 'maintenance' facility within the app or portal. Tenants are required to then follow any steps or actions mandated within the platform. Contacting the 'out of hours emergency number' for non-emergencies that have not been reported via PropertyFile may result in Tenants being charged an

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admin fee of £30. Failure to report a maintenance issue via PropertyFile (instead choosing report by phone, email and/or text) may result in the issue not being recorded by the agent and a resolution managed effectively.

INSURANCE

- 38 To notify the Landlord or his Agent immediately in writing of any defect in the Property (whether or not caused by the act default or neglect of the Tenant) of which he becomes aware and in the event of loss or damage by fire, theft, impact or other cause immediately to inform the Landlord or his Agent and to give details thereof to enable the Landlord to make his claim to the Landlord`s insurance company.
- 39 To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the ordinary insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or his visitors, to comply with **Clause 16** of this Agreement.
- 40 The Tenant is warned that the Landlord`s policy does not cover the Tenant`s possessions and is strongly advised to insure his belongings with a reputable insurer.

USE OF PROPERTY

- 41 To use the Property only as a private residence for the occupation of the Tenant and his immediate family. The Property is let on the condition that it is occupied by no more than 4 occupiers including children, unless those occupiers are from a single-family group. If the Tenant wishes to have more than 4 occupiers from more than one family group within the Property then the Tenant must gain the Landlord`s prior written consent. If there are more than 4 occupiers not in a single family group residing in the Property without the Landlord`s consent then the Landlord may be in breach of his statutory obligations and will accordingly seek a Court Order for possession of the Property.
- 42 Not to register a company at the address of the Property.
- 43 To pay all the costs of installation, removal and repair of any damage done as a result of a breach of **Clause 15** above.
- 44 To clean the inside and outside of the windows regularly if they are easily accessible 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.
- 45 To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 46 To replace promptly all broken glass with the same quality glass where the breakage was caused by the Tenant, his family, or his visitors.
- 47 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 48 To fill the water softener (if applicable) with salt supplied by the Landlord as and when necessary as specified in the written instructions.
- 49 To replace at the Tenant`s own expense all fuses, light bulbs, fluorescent tubes, vacuum cleaner bags and belts and to carry out other similar minor day to day maintenance as shall be required and to regularly wipe away condensation to prevent dampness and or mildew.
- 50 To test any and all smoke and/or carbon monoxide alarms at the property on a monthly basis. The Tenants must replace any and all batteries as and when required to ensure the alarms remain in constant working order. Tenants must not remove the batteries from the alarms except to replace them during or upon the expiry of the Tenancy. If any smoke or carbon monoxide alarm cease to function, despite batteries having being changed, the Tenants must immediately notify the Landlord and/or Managing Agent immediately and ensure they have acknowledged this issue in writing.
- 51 To not leave the washing machine on when there is no adult in the Property.
- 52 To take reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the Landlord and in such circumstances, if the Property is to be empty overnight or for more than 12 hours when the weather is likely to be cold, the Tenant must leave sufficient heating on to prevent the water system from damage of frost.

UTILITIES

- 53 Not to tamper, interfere with, alter, or add to the installation or meters relating to the supply of such

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services to the Property without prior consent of the Landlord or his Agent. This includes the installation of any pre-payment meter.

- 54 Not to tamper with any part of the gas installation at the Property for any reason whatsoever or install or tamper with any gas appliance whether owned by the Tenant or the Landlord without the written consent of the Landlord or his Agent providing that should the Landlord give such written consent it is on the express provision that the appliance may only be checked and or installed by a **GAS SAFE** registered engineer.
- 55 Not to tamper with any part of the electrical installation at the Property for any reason whatsoever or install or tamper with any fixed mains or portable electrical appliance whether owned by the Tenant or the Landlord without the written consent of the Landlord or his Agent providing that should the Landlord give such written consent it is on the express provision that the appliance may only be checked and or installed by an **NICEIC** approved electrician.
- 56 To inform the Landlord or Agent within reasonable time of a utility being transferred to a new supplier.
- 57 To permit the Landlord or Agent to give the forwarding address and contact details of the Tenants to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and to the local authority.
- 58 Tenants must not have any form of heating other than that the Landlord has provided. Paraffin heaters, portable gas heaters or liquid petroleum gas, other than those provided are not allowed. The Tenant can use electric oil-filled radiators or electric heaters, however, they must be fitted with a overheat safety cut-out and 'tip over' protection. The Tenant must not store any petrol or paraffin inside the Property at any time.

LOCKS AND ALARMS

- 59 Tenants must lock all door locks, windows and set the security alarm (where applicable) whenever the Property is unattended. Tenants must advise the Agent or Landlord in writing if the Property is to be unattended for fourteen or more consecutive days during the Tenancy.
- 60 To pay such reasonable call-out charges or other charges incurred by the Landlord or the Agent where the Tenant, his family or visitors has accidentally or negligently set off the security alarm.
- 61 Not to have any further keys cut for the locks to the Property or to release the security alarm codes to any party that is not a Tenant without the express permission of the Landlord or the Agent in writing and, when granted, only to the specific parties authorised.
- 62 To return all keys, remote controls and/or security devices to the Landlord or Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 63 To pay for the reasonable cost of replacement remote controls and/or other security devices that have been lost or not returned at the end of the Tenancy.
- 64 Not to hand over, give or have copies made or in any way or part with possession of the keys of the Property or to change or add to any of the locks on the Property without first receiving the written approval of the Landlord or his Agent and to ensure that upon such permission being received in writing and that where locksmiths have been instructed by the Tenant to provide new sets of keys, the Tenant should immediately supply at least one original and new set of keys to the Landlord or his Agent" (such keys to have been tested to ensure their correct fitting and operation) and to hand over to the Landlord or his Agent by twelve p.m. (noon) on the last day of the Tenancy (unless otherwise agreed in writing by the Landlord or his Agent) whether on its expiration or sooner determination all keys to the Property and if any are missing, to bear the cost of changing the relevant locks and all required duplicate keys.
- 65 To supply to the Landlord or his Agent within 48 hours of being so requested a copy or copies of any keys to the Property as maybe required (such keys to have been tested to ensure their correct fitting and operation) providing that the Landlord or his Agent shall reimburse the Tenant (upon being supplied with proof of purchase) for the cost of same providing the keys supplied are not required as a result of a change of or addition to the existing locks for which the Tenant is responsible under the terms of this Agreement.
- 66 Whenever the Property is to be left unattended:
 - a) To fasten securely all deadlocks or other bolts fitted to doors and windows and

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- b) To keep the security alarm (if provided) set at all times and to be responsible for all charges which may be levied if set off accidentally provided that the Landlord shall be responsible for any changes for maintenance or repair of the security alarm unless such repair is necessary as a result of misuse by the Tenant or anyone at the Property with his express or implied permission and
 - c) Where security alarm (if supplied) is set using a code not to change the code without first advising the Landlord or his Agent of the new code.
- 67 A. Should a tenant lock themselves out of the Property or lose any keys relating to the Property the Agent or Landlord will charge the actual cost of a replacement key if collected from the Agent's offices located at 3 Garden Walk, EC2A 3EQ.
- B. If the Agent is required to meet the Tenant at the Property then the Agent or Landlord will apply a charge of £30 per hour (from the moment the agent leaves to complete this task to the time they return from completing the task) plus the actual cost to replace the lost key.
- C. If the issue arises outside of business hours (Monday to Friday 10am to 6:30pm) the Tenant must contact an emergency locksmith and pay any and all applicable costs. If a lock is replaced or altered requiring a new key for that lock then the Tenant will be liable for the costs to create the necessary number of copies required to facilitate the Tenancy and Management of that Tenancy. The Agent and Landlord have neither a contractual or statutory obligation to assist with lost keys.
- D. If a Tenant wants or needs extra keys for other family occupiers, the Tenant must first obtain the Agent or Landlord's written consent and must then cover any and all associated costs. Any and all keys and copies thereof relating to the Property must be surrendered to the Landlord/Agent on or before the final day of the Tenancy.
- 68 To agree to pay for damage to doors and windows if the police break into the Property as a result of any criminal activity by the Tenant or any person the Tenant or his immediate family has invited into the Property or who is allowed to live there.

CAR PARKING SPACE

- 69 To park private vehicle(s) only at the Property subject to relevant consents and permissions.
- 70 To park in the space allocated to the Property, if the Tenant is allocated a car parking space.
- 71 Not to sub-let any allocated parking provided without the express written consent of the Agent or Landlord.

DEPOSITS & CHARGES

- 72 That all the terms and conditions of the Addendum shall apply to this Tenancy and exemption from any part of the Addendum must be expressly granted by the Agent or Landlord in writing. The Tenant's attention is drawn to these terms.**
- 73 To pay a deposit equivalent to at least £ and not to use that Deposit at any time to offset any rent or bill payment including the final rent or bill payments. That the Deposit is fully refundable on condition that all the terms and conditions of the Tenancy are not breached, that no rent or charges are in arrears and that the Property is returned in the state in which it was found subject to an allowance for fair wear and tear.
- 74 The Deposit will be returned within 10 working days of the tenant requesting said refund, and when the Tenant demonstrates that bills for gas, water, electricity, phone and Council Tax, for which the Tenant is liable for the duration of the Tenancy, have been paid, and once the Property has been inspected.
- 75 That permission for exemption from, or changes to, any terms or conditions of the Tenancy Agreement must be obtained from the Landlord or Agent in writing.

VIEWINGS & INSPECTIONS

- 76 To permit the Landlord, his servants or his Agent to enter and inspect the Property from time to time. Inspections are usually carried out no more frequently than once every three months unless the Landlord or Agent has cause for concern. In consideration of the Tenant's privacy the Agency commits not to carry out such inspections or visits outside of the hours of 8.00am and 7.00pm. However, the Agent reserves the right to insist on an inspection being carried out between normal business hours on normal business days i.e. between 9.00am and 5.00pm Monday to Friday. At least forty-eight (48) hours' notice in writing of an inspection will be provided. Emergencies being

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an obvious exception.

- 77 To permit the Landlord, his servants or his Agent to enter and to carry out any repairs or maintenance. In consideration of the Tenant's privacy the Agency will endeavour to keep all such repairs and renewals within the hours of 8.00am and 8.00pm. The Agency will provide no less than twenty-four hours' notice in writing unless otherwise agreed with the Tenants. Emergencies being an obvious exception. Many contractors will require access between normal business hours on normal business days i.e. between 9.00am and 5.00pm Monday to Friday. Contractors must be allowed access during these times to carry out such repairs and must not be hindered by the Tenant(s).
- 78 The Tenant must tell the Agent or Landlord as soon as any repairs (or other matters falling within the landlord's obligations) at the property comes to the notice of the Tenant. Any additional damage caused at the Property or to neighbouring properties as a lack of action and/or notification and any associated costs will be the liability of the Tenant.
- 79 If there is an emergency and the Landlord or Agent needs to enter the Property immediately, they are entitled to enter, or if necessary force entry to, the Property without giving any notice. The Tenant may have to pay for any damage done to the Property in the process of forcing entry to the Property if the emergency was created as a result of acts or omissions of the Tenants or any of their guests either in breach of their obligations under this Agreement or as an act of careless, reckless or illegal behaviour.
- 80 The Tenant agrees to allow workmen to use such gas, water or electricity as is necessary at the Property to carry out their work.
- 81 Should the owner of the Property decide to sell the Property, the Tenant will permit, and not hinder, the owner and/or their appointed Agent to enter the Property and show prospective purchasers the Property. Again, in consideration of the Tenant's privacy, all agencies will be required to give at least twenty-four (24) hours' notice in writing unless otherwise agreed with the Tenant and no Agency will be permitted to carry out such viewings outside of the hours of 8.30am and 8.00pm without the express permission of the Tenants.
- 82 To permit the Landlord or his Agent within the last two months of the Tenancy to enter and to view the Property with prospective Tenants. In consideration of the Tenant's privacy and peaceful enjoyment of the Property the Agency commits to keep such viewings between the hours of 8.30am and 8.30pm and with no less than twenty-four (24) hours' notice in writing unless otherwise agreed with the Tenant.

END OF TENANCY PLATFORM- THE DEPOSITARY

- 83 Subject to the tenants having access to an email address and the internet and The Depositary (hereafter referred to as 'the platform') being available and operational it must be used to process all aspects of the end of the tenancy. This will include the following undertakings:
- a) All tenants must confirm their current and correct email address, mobile telephone number and forwarding address within the platform.
 - b) Where the tenancy is made up of more than one Tenant a 'Lead Tenant' must be allocated within the platform. Note-1: Only the Lead Tenant will be able to complete key actions regarding the tenancy within the platform (schedule check out, confirm cleaning arrangements and negotiate deductions, etc.). Note-2: Once the Tenancy has ended you will not be able to change the Lead Tenant.
 - c) The Check Out must be arranged through the platform unless otherwise directed by the agent.
 - d) Should any deposit deductions be proposed by the agent/landlord these must be negotiated within the platform.
 - e) When applicable, payment details must be uploaded to the platform to facilitate the refund of tenancy deposit funds. Where there is more than one tenant this will include how the funds are to be allocated between tenants and the applicable bank details. Note: Whilst a Lead Tenant will propose how funds are to be allocated this must be confirmed by all other Tenants within the platform before a refund can be completed.
 - f) In the event that a proposed deposit deduction cannot be agreed upon and negotiations within the platform have been unsuccessful the tenant must file a dispute through the platform should this be their chosen course of action.

Part VII: G. Interrupting or Ending this Agreement

1 Upon the final day of the Tenancy (howsoever determined) the Tenant must keep any appointment requested by the Landlord or his Agent (which shall include an appointed Inventory Clerk) for the purpose of establishing the condition of the Property, its fixtures and fittings, furniture and effects. The Tenant shall ensure all chattels and effects that do not belong to the Landlord are removed from the Property prior to the time of the arranged appointment so as to enable the Landlord or his Agent or chosen representative (e.g. an inventory clerk) to carry out the same. The Tenant shall be responsible for all reasonable expenses incurred by the Landlord or his Agent as a result of the Tenant's non-compliance with the terms of this clause..

2 If after the Tenant has vacated the Property on the expiry or sooner determination of the Tenancy any chattels or effects of the Tenant remain in or on the Property for a period of more than 48 hours then the Landlord or his Agent may at their absolute discretion dispose of said chattels or effects and the Tenant shall be responsible for any reasonable costs of disposal incurred by the Landlord or his Agent. The Tenant shall not be entitled to any compensation for the value of such chattels or effects.

NOTICE

The Tenant(s) / The Landlord(s) may terminate this Tenancy Agreement by giving to base property specialists ltd not less than 2 months' notice in writing to take effect on, but not before . If notice is not served for vacation on this date the contract will continue for the duration of the fixed term of the contract. The Tenancy cannot be terminated without notice in writing. The notice must be served either by recorded delivery or email and will only be deemed served once you receive a reply from The Agent.

The Tenant is asked to keep the Landlord or his Agent informed of whether he intends to leave at the end of the fixed term or renew the tenancy.

INTERRUPTIONS TO THE TENANCY

If the Property is destroyed or made unfit for occupation by fire or any other risk against which the Landlord has insured Rent will cease to be payable until the Property is reinstated and rendered fit for occupation and use unless the insurance monies are refused (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors.

POSSESSION

H. If the Tenant is at least 14 days late in paying the rent or any part of it, whether or not the rent has been formally demanded, or has broken any terms of this agreement then, subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the tenancy and recover possession of the property. Any other rights or remedies the Landlord may have will remain in force (**Note: This clause does not affect any rights of the Tenants under the Protection from Eviction Act 1977. The Landlord cannot enter the property or evict a Tenant without a court having first made an order for possession**). This clause is without prejudice to the Landlord's rights to recover all unpaid rent or bills and other damages liable through breach of the terms of this Agreement.

I. If and whenever during the Term:

1. the Rent is unpaid for 14 days after becoming due whether formally demanded or not, or
2. there is a breach by the Tenant of any obligation or other term of this agreement, or

3. the grounds for possession in the Housing Act 1988 Schedule 2 Part I Grounds 2 (tenancy subject to prior mortgage) or 8 (at least 2 months' rent arrears) or the Housing Act 1988 Schedule 2 Part II Grounds 10 (some rent due), 11 (persistent delay in paying rent), 12 (other breaches of obligation), 13 (committing acts of waste or neglect), 14 (causing nuisance or annoyance), 15 (causing damage to furniture) or 17 (tenancy induced by false statement) apply, or
4. the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress

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or execution levied on his goods, then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived

COSTS OF ENFORCEMENT

J. The Tenant must pay the Landlord’s reasonable costs, fees, charges, disbursements and expenses, including legal costs and fees payable to a surveyor, reasonably incurred in relation to or incidental to recovery or attempted recovery of arrears of rent or other sums due under the agreement, notice of breach of any of the Tenant’s covenants contained in this agreement, or notices or schedules relating to want of repair of the Property.

K. This Agreement shall take effect subject to the provisions of Section 11 to Sections 15 of the Landlord and Tenant(s) Act 1985 (if applicable to the Tenancy).

L. Pursuant to Section 48 of the Landlord and Tenant(s) Act 1987 notice is hereby given to the Tenant that notices (including notices in proceedings) must be served on the Landlord by the Tenant(s) at the following address:

base property specialists ltd, 3 Garden Walk, London, EC2A 3EQ

PRIVACY AND ELECTRONIC COMMUNICATION REGULATIONS 2003 (PECR) & GENERAL DATA PROTECTION REGULATIONS (GDPR)

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies and/or reference agencies and for debt collection (where applicable). The Agent is also authorised to share details about the performance of obligations under this Agreement by the Landlord and Tenant with credit and reference companies, other letting agents, residential management companies and/or with other Landlords if required for referencing purposes. Details as to the performance of a Tenant’s obligations under this Agreement may also be released to a Tenant database for future reference by relevant companies.

Under the Data Protection Act 1998 the individual parties are entitled to see a copy of personal information held about them and to have it amended if it is shown to be incorrect. Base must supply information without delay and in any event within one month. This can be extended by up to 2 months if during that month the request is considered complex and/or numerous, and in this instance, base will have to explain why. We must verify the identity of the person making the request using “reasonable means.”

During the tenancy, to better allow us to perform our legal obligations to various parties under the tenancy, we will share your data with the following – please initial each to show your agreement;

- 1. Joint Tenants and Guarantors
- 2. Workmen needing to enter your home
- 3. Employees of our agency
- 4. Your landlord
- 5. Inventory Clerks
- 6. The Depositary
- 7. Credit Reference agencies
- 8. Fraud prevention agencies

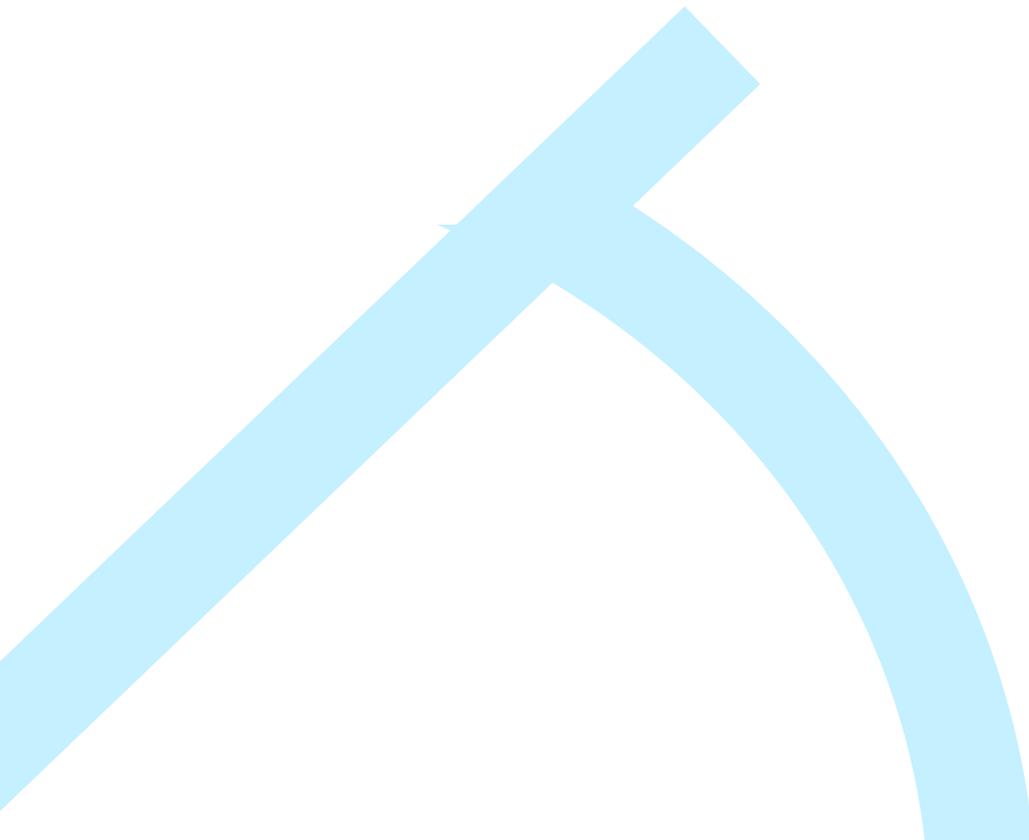
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- 9. HMRC and other regulators
- 10. Utility companies and Council Tax

Data will be kept for the time you remain a tenant and up to 10 years afterwards. **If you do not consent (which is your legal right) WE MAY NOT BE ABLE TO GRANT YOU A TENANCY.** Please read the PRIVACY NOTICE on our website which explains this in more detail.

M. The following special conditions shall be included in this agreement: -

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SIGNATURES TO THE AGREEMENT

Do not sign this Agreement without reading it. When you sign this document, you are agreeing to all the conditions in it. Make sure it contains everything you want to agree to, and nothing you do not want to agree to.

I have read, understood and agree to the terms and conditions of the Assured Shorthold Tenancy Agreement and Addendum. I understand that the above are strict stipulations of my Tenancy.

Signed (Tenant)

Print name

Date

**Signed
(base property specialists - For & on behalf of the Landlord)**

Print name

Date

**Signed
(base property specialists - For & on behalf of the Landlord)**

Print name

Date

Part VIII: ADDENDUM A1

It is important to note that the majority of Terms & Conditions below are only applicable if the Tenant breaches the terms and conditions of the Assured Shorthold Tenancy Agreement.

The Terms & Conditions below are those which relate to special requests which require additional work and expense to be expended by the Agent and/or Landlord.

All charges and fees, except interest, are subject to the addition of VAT at the applicable rate.

BREACHES OF THE TERMS AND CONDITIONS OF THE TENANCY AGREEMENT

1. Interest

Where rent is unpaid 14 days after it is due, interest at Bank of England Base Rate plus 3% will be charged. You can be charged the cost the landlord has to pay his lender if a mortgage payment is missed.

2. Late rental payment

If you do not respond to the letters about arrears, and as a result we or our agent have to visit you at home, you will pay our reasonable costs of not more than £60 including VAT. **You can avoid that by keeping in contact.**

If we have a genuine reason to believe that you have abandoned the property and we have to visit the property and speak to neighbours and authorities, you agree to pay our reasonable costs of not more than £60 including VAT. **You can avoid that by keeping in contact.**

You will pay our reasonable legal costs as ordered by the court if we have to evict you for rent arrears, or for failing to leave at the end of a S21/form 6a notice.

3. Returned/cancelled cheques.

Should a cheque be cancelled or returned unpaid (bounced) for any reason a charge of **Twenty Pounds including VAT** per cheque/bounced payment shall be made to cover the administrative costs and bank charges incurred by the Agent or Landlord.

4. Payment Method.

All rent must be paid by one Standing Order which must include the Property Reference Code. An exception is made for the first payment made on or prior to the commencement of the Tenancy providing funds clear in time for the Tenancy to commence.

For the safety of staff the Agent can only accept cash payments at the offices of **base property specialists ltd** which are situated at **3 Garden Walk, London, EC2A 3EQ.**

All Standing Orders must detail the Property Reference Code. If the code is not used and as a result the funds cannot be identified and/or allotted to the correct account the Tenant's account will be deemed to be in arrears.

It is essential that the Tenant contact their bank prior to the first Standing Order being released to check that the bank has the correct date, amount and Property Reference Code. It must be remembered that as the Tenant is the client of their bank and the Agent has no relationship with their bank it is the Tenant's responsibility to check that the Standing Order is set up for the correct date, the correct amount and that the bank is aware of the correct Property Reference Code.

Due to Tenant's falsely claiming that their failure to pay rent as specified in this Agreement was the result of a "bank error" and the Agent not being in a position to confirm such a statement the Tenant will be liable to settle any charges as a result of any failure to pay rent irrespective of the reason stated. In the few cases of genuine bank errors the bank will usually settle the charges on the Tenant's behalf. As only the Tenant enjoys a relationship with their bank it is the Tenant's responsibility to recover charges from their bank. Invoices and receipts will be supplied by the Agent to assist any such claims.

5. Personal visits

If the Tenant does not respond to a third letter regarding any of the above matters a personal visit will be made to either the Tenant's Property or, with prior arrangement and agreement, to their place of work. These visits are charged at the rate of **Sixty Pounds including VAT**. The Tenant will always receive seven days written notice of such a visit.

6. Debt Collection Agencies

Should rent not have been paid within 14 days of the due payment date, a debt collection agency may be appointed for which the Tenant will be liable for all charges made by the agency in connection with the collection of that debt. This will typically include a charge of 15% of the outstanding debt and an administrative charge. These charges are additional to and separate from those of **base property specialists ltd** or the Landlord. The Tenant will always receive seven days written notice of the appointment of such an agency and the agency's name and address.

SPECIAL REQUESTS, EXEMPTIONS AND SERVICES

7. Early Termination of the Tenancy.

The Agent, **base property specialists ltd**, and the Landlord understand the need for Tenancies to be flexible and that circumstances such as relocation, different job opportunities, family matters or simply Tenants no longer wishing to live together may require that a Tenancy ends earlier than originally agreed. **base property specialists ltd** are happy to accommodate Tenant's personal circumstances and terminate Tenancies early subject to certain conditions. However, the Landlord will already have paid a fee to secure the Tenancy in question and therefore cannot be expected to meet the costs of securing a new, replacement Tenancy. Therefore if **express permission in writing** is obtained from the Agent (**base property specialists ltd**) or Landlord to terminate the Tenancy early (i.e. before the end of the fixed period) the Tenant will be required to settle the Agent's letting fee of 10% + VAT = 12% of the remaining contractual rent value of their Agreement. During the terms of the Tenancy Tenants will be required to continue to be liable for any and all Rent, utilities and other normal charges until the day a new Tenancy commences. Tenants are of course under no obligation to request Early Termination despite circumstances and can continue with a Tenancy until the end of the fixed term. Should the Tenant need to leave the Property before the end of the fixed term period a full schedule of terms and conditions will be sent to the Tenant for approval. The terms & conditions must be signed by all Tenants and returned to the Agent or Landlord before any marketing of the Property commences.

8. Change of Tenancy

If a Tenant or Tenants wish to be replaced on this Tenancy within the contracted term consent must first be obtained from the Landlord or Agent in writing (not to be unreasonably withheld).

Once consent has been obtained the following terms will apply:

- A. The Change of Tenancy clause is only applicable when at least one original Tenant remains at the Property based on the original Tenancy offer (which may have been made during a previous agreement).
- B. The Tenants are responsible for finding suitable replacements
- C. A change of Tenant process involves a lot of administration work in order to be completed to a competent and professional standard. The process may include any/all of the following duties: ID verification, Right to Rent & AML checks, referencing, check out procedures, deduction negotiation, fund allocation, provision of all new tenancy documentation, updated Security Deposit registration, utility notification and other associated tasks. Internal research has established that the average man hours required to facilitate the change of a single Tenant is 4 hours. The operational costs at base property specialists are £60 per man hour. As such, the applicable cost that a Tenant would be liable to pay to facilitate a Change of Tenant would be £240 per Tenant to be changed.
- D. The £240 must be paid to the Agent in cleared funds before they will commence processing a Change of Tenant application.
- E. Should a Change of Tenant not be completed for any reason (be that a cancellation by the current Tenant, withdrawal by the proposed Applicant or the Applicant fails to pass any of the verification or referencing checks) the £240 will be forfeit. It will be at the discretion of the

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Agent whether they wish to refund any of the funds paid based on a pro rata calculation of man hours used to date.

- F. It is the Tenant's responsibility to ensure that no person should be allowed to take up occupation of the Property without being referenced and approved by **base property specialists ltd** or the Landlord and a new Tenancy Agreement granted by **base property specialists ltd**, signed by all Tenants and counter signed by **base property specialists ltd** or the Landlord. Should a person be allowed to take up occupation before this has been completed **base property specialists ltd** and the Landlord reserve the right to refuse to recognise the person and to continue to consider any former occupant as liable for the Rent and all associated Tenancy costs.
- G. Current legislation dictates that a new occupier can only be granted a minimum AST term of 6 months. Should a Change of Tenant be requested where we cannot issue a replacement AST for at least 6 months, base will negotiate with the Landlord and remaining tenants to agree a renewal term suitable to all parties where possible.

9. Exceptions to the above.

Exemption to any of the above terms and conditions must be provided in writing by the Landlord or by a Company Director or Authorised Signatory of **base property specialists ltd**.

SIGNATURES TO THE ADDENDUM

