







Fax Number(s): .....

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

.....  
.....  
.....

(5) Name: .....

Address including postcode:

.....  
.....  
.....

Telephone number(s): .....

Email address(es): .....

Fax Number(s): .....

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

.....  
.....  
.....

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

(e) Name of Third Party making the payment:

Address including postcode:

.....  
.....  
.....

Telephone number(s):

.....

Email address(es):

.....

Fax Number(s):

.....

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**























- 21.6. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.
- 21.7. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.
- 21.8. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared by the **inventory clerk** at that time, although the Tenant is not bound to accept the report.
- 21.9. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.
- 21.10. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Premises at the end of the Tenancy.
- 21.11. To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.
- 21.12. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.
- 21.13. To provide a copy of the final account for water including sewerage and environmental charges to the Landlord or the Agent together with proof of payment.
- 21.14. To pay 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 or the Agent for a maximum of fourteen days. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord or the Agent may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- 21.15. To pay 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 a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

**Initials:** \_\_\_\_\_ (**Landlord**)

\_\_\_\_\_ (**Tenant**)



- 7.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

**8. Other Taxes**

- 8.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

**9. Inventory and Check Out**

- 9.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 9.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.

**10. Possessions and Refuse**

- 10.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

**Initials:** \_\_\_\_\_ (**Landlord**)

\_\_\_\_\_ (**Tenant**)



- 5.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 5.1 of Schedule 3 of the Agreement, any notice or other communication which is delivered or posted to the Premises.
- 5.3. The provisions for the service of notices are that 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 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.
- 5.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified 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 any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 5.1 of Schedule 3 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified in clause 5.1 of Schedule 3 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 two working days later.

## 6. Acceptance of Rent

- 6.1. 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 or 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.

## 7. Rent Increase

- 7.1. The Landlord can increase the Rent every twelve months on the anniversary of the date on which the Tenancy began ("the Rent Increase Date"). For the avoidance of doubt this means that the Rent will increase on each year. The increase is to be calculated according to the rise in the Retail Prices Index from the start of the Tenancy or the anniversary date whichever is the later. To avoid doubt if the Landlord does not increase the rent in any year this will not affect the Landlord's rights to increase the Rent in subsequent years.

Initials: \_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Tenant)



- any sum repayable by the Landlord to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, by the local authority;
- any other breach by the Tenant of the obligations 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, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that DPS holds the Deposit or any part of it.

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\_\_\_\_\_ (**Tenant**)

**Schedule 5**

**Special Clauses  
(Individually negotiated with the Tenant)**

**Owner Occupier: Ground 1**

The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home.

**Mortgagee: Ground 2**

The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Premises are subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

**1. Smoking**

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.

**2. Cleaning**

To pay for the Premises to be professionally cleaned with de-infestation cleaner at the end of the Tenancy if de-infestation is necessary in addition to any obligation under clause 4 of this Agreement. The Tenant will be liable to compensate the Landlord for any losses suffered due to flea infestation by an animal of the Tenant, his family or his visitors.

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**

**Signatures to the Agreement**

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

**SIGNED**

By, or for and on behalf of, the  
**LANDLORD**

**SIGNED**

**FIRST TENANT**

**SIGNED**

**SECOND TENANT**

**SIGNED**

**THIRD TENANT**

**WITNESS'S  
SIGNATURE**

**WITNESS'S  
NAME AND  
ADDRESS**

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**