

CHEFFINS

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COMPANY TENANCY
AGREEMENT

 **Dutton Gregory**
SOLICITORS

GUIDANCE NOTES FOR TENANTS

Welcome to the Company Tenancy Agreement produced by Dutton Gregory Solicitors. It is an important document as it will govern your relationship both with the landlord of your new property and with the letting or managing agent, if your landlord has appointed one, for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the landlord or letting agent who gave you this Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as the Tenancy Agreement, you may be asked to sign the check-in or inventory which will list the landlord's fixtures and fittings and the other items which the landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- Energy Performance Certificate for your property
- A current Gas Safety Certificate for your property – if there is a gas supply
- A current Electrical Installation Condition Report

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are an important part of the scope of the Tenancy Agreement.

SAMPLE

SUMMARY OF AGREEMENT

Landlord(s)	
Tenant(s)	
Permitted Occupier(s)	
Guarantor(s)	
Premises	
Rent	
Rent Due Date	
Deposit	
Deposit Scheme Type	
Commencement Date	
Expiry Date	

DEFINITIONS

The Agreement References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

Act of Parliament 'Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Check-In Inventory and Schedule of Condition 'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

Deposit 'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

Where the Deposit is held as "stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court.

Fixtures and Fittings References to the 'Fixtures and Fittings' means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor	Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.
Insurable Risks	'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.
Joint and Several	Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.
Landlord	The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.
The Landlord's Agent / Agent	'The Landlord's Agent' or 'Agent' means Cheffins - Cambridge of Clifton House, 1-2, Clifton Road, Cambridge, Cambridgeshire, CB1 7EA
The Occupier	The expression "the Occupier" shall be any person named in Clause 5 and Clause 7.11 or any replacement Occupiers who occupy the Premises with the written permission of the Landlord or the Landlord's Agent.
Permitted Occupier	'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
The Premises	References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable)
The Tenant	'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.
The Term / the Tenancy	References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any statutory periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
Water Charges	References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

This Agreement is made on the 25th August 2021

Date executed by Agent __/__/_____

Between

“The Landlord”; and

“The Tenant”; and

IT IS AGREED AS FOLLOWS:

- 1** The Landlord lets to the Tenant the residential premises known as: _____ (“the Premises”)
- 2** The Tenancy shall be from and including the __/__/_____ ('the Commencement Date') to and including __/__/_____ and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement ('the Expiration Date'), 'the Term'.
- 3** The Tenant shall pay to the Landlord or the Landlord's Agent (Cheffins - Cambridge) by way of rent the amount of £____.____ per calendar month by Bank Standing Order to: Barclays Account number: _____ Sort Code: ____ __ __ in the name of _____ using reference _____ exclusive of Council Tax payable in advance on the __ day of each month during the Term, the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
- 4** Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').

5 The Premises will be occupied by _____ (“the Occupier”) as licensee of the Tenant who will use the same for private residential purposes only. The Tenant may allow additional or replacement Occupiers to occupy the Premises upon receipt of written permission from the Landlord or the Landlord’s Agent, with such consent not being unreasonably withheld. ***[Alternative: The Premises will be occupied by a maximum number of [4] employees of the Tenant at any one time. The Tenant accepts the provisions of clause 7.28 in relation to Right To Rent Checks of all occupants 18 years old or above.]***

6 Deposit

6.1 The sum of #tenancy_deposit# shall be paid by the Tenant to the Agent upon the signing of this Agreement by way of a security Deposit ('the Deposit').

6.2 The Deposit will be held by the Agent as Stakeholder.

6.3 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the Tenant.

6.4 The Deposit will be placed in a nominated deposit account with interest accruing on it and any interest will be paid back to the Tenant on any amount found to be due back to the Tenant.

6.5 The Deposit has been taken for the following purposes:

6.5.1 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, except those insured risks and repairs that are the responsibility of the Landlord.

6.5.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings, and any additional reasonable charges made by the Landlord’s Agent or legal advisors directly related to such matters.

6.5.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

6.5.4 Any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the tenancy.

6.5.5 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the rent on the ground that the Landlord has in his or the Landlord’s Agent’s possession monies in respect of the Deposit. In default the Landlord shall be entitled to interest at 4% per annum above the Bank of England base rate from time to time on all outstanding monies from the date of the unauthorised deduction until payment.

6.6 At The End of The Tenancy

6.6.1 At the determination of the tenancy, the Landlord or his Agent will notify the Tenant of any proposed deductions to be made from the Deposit and will endeavour to return the Deposit to the Tenant within 30 days of the Tenant’s departure from the Premises following the expiration or determination of the Tenancy and the return of all keys to the Landlord and after deducting all such sums referred to in clause 6.5 above (if any). This is provided always that in the event of such monies exceeding the amount then held by the Landlord for the Deposit the amount of such excess shall be paid by the Tenant to the Landlord within 14 days of written demand. The Deposit shall (if appropriate) be returned to the Tenant by cheque addressed to the Tenant at his last known address.

- 6.6.2 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it.
- 6.6.3 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 6.6.4 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 6.6.5 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 6.6.6 The Tenant shall pay to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

SAMPLE

7 The Tenant agrees with the Landlord as follows:

7.1 Rent

- 7.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 7.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above the Bank of England base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

7.2 Conditions of Premises, Repair and Cleaning

- 7.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 7.2.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.
- 7.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 7.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.6 To notify the Landlord/Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 7.2.8 To keep the windows of the Premises clean.
- 7.2.9 To wash and clean all items that may have become soiled during the Term.
- 7.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 7.2.11 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

- 7.2.12 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 7.2.13 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 7.2.14 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 7.2.15 To clean and disinfect any and all showerheads in the Premises every six months.
- 7.2.16 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the tenancy.

7.3 Access and Inspection

- 7.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 7.3.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.

7.4 Insurance

- 7.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises and those of any Occupier or third party are its own and are not covered by any insurance policy maintained by the Landlord.
- 7.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 7.4.3 The Tenant and/or Occupier is strongly advised to take out insurance with a reputable insurer for the Tenant/Occupier's possessions as such possessions will not be covered by any insurance effected by the Landlord.

7.5 Assignment

- 7.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or the Occupier or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld.

7.6 Illegal, immoral usage

- 7.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 7.6.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.7 Inflammable substances and equipment

- 7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.8 Nuisance and noise

- 7.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.9 Utilities

- 7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 7.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 7.9.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 7.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key not without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 7.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.

- 7.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.10 Animals and pets

- 7.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. The Tenant agrees to have the Premises professionally cleaned with a de-infestation cleaner at the termination of the Tenancy should any animal or bird have been kept at the Premises during the Tenancy.

7.11 Usage

- 7.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Occupier being (a) named employee(s) of the Tenant (and their immediate family) and not for business purposes.

7.12 Locks

- 7.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 7.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 7.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.13 Fixtures and Fittings

- 7.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 7.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.14 Alterations and redecoration

- 7.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 7.14.2 Not to permit any waste, spoil or destruction to the Premises.

7.15 Empty Premises

- 7.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 7.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 7.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

7.16 Drains

- 7.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 7.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

7.17 Affixation of items

- 7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 7.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape or any other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.

7.18 Washing

- 7.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

7.19 Costs and charges

- 7.19.1 To protect the Landlord from loss arising from a claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 7.19.2 To pay the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part hereof.
- 7.19.3 To pay the cost of any bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

7.20 Refuse

- 7.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

7.21 Smoking

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

7.22 Garden

- 7.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

7.23 Inventory and check-out

- 7.23.1 To pay the reasonable cost of a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the Tenancy
- 7.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the Tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

7.24 Notices

- 7.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25 Headlease

- 7.52.1 To observe all of the non-financial covenants on the part of the Landlord (lessor) as set out in the headlease of the Premises, a copy of which has been provided to the Tenant prior to the date of this Tenancy.

7.26 Smoke alarms

- 7.26.1 To keep all smoke alarms and carbon monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.
- 7.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

7.27 Burglar alarms

- 7.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.
- 7.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 7.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

7.28 Immigration Act

7.28.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

8 The Landlord agrees with the Tenant as follows:

8.1 Quiet enjoyment

8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

8.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

8.3 Interest and consents

8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.

8.4 Repair

8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.

8.5 Safety regulations

8.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 for equipment pre-dating 8 December 2016 and the Electrical Equipment (Safety) Regulations 2016

8.5.4 The electrics at the Premises comply with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

8.5.5 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

8.6 Legionella

8.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

9 It is mutually agreed as follows:

9.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

9.2 Rent review

9.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

9.3 Repair

9.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

9.4 Insurable Risks

9.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

9.5 Reimbursement

9.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 6.5 at the end of the Agreement.

9.6 Data Protection and Confidentiality

9.6.1 For details of how the Landlord and the Landlord's Agent will use your data, please see the Agent's privacy policy which can be found here:

www.cheffins.co.uk/privacy-policy

9.7 Council Tax

9.7.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.8 Forfeiture

- 9.8.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Agreement.

9.9 Interruptions to the Tenancy

- 9.9.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 9.9.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

9.10 Notices

- 9.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is **Cheffins - Cambridge Clifton House, 1-2, Clifton Road, Cambridge, Cambridgeshire, CB1 7EA**
- 9.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 9.10.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own:

#applicant_email_block#

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:
cambridge.lettings@cheffins.co.uk

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

- 9.10.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month by month basis until either party shall serve on the other a written notice to bring the same to an end.

9.11 SPECIAL TERMS AND CONDITIONS

9.11.1 Any clause contained below shall supersede the equivalent clause within the standard terms of the Agreement. These clauses are negotiated individually between the Landlord (or their Agent) and the Tenant:

This Agreement is not subject to any Special Terms and Conditions OR Insert special clauses here

SAMPLE

9.12 Jurisdiction

9.12.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

9.13 Documentation

9.13.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this agreement.

SIGNATURES

SIGNED		By, or for and on behalf of, the LANDLORD
WITNESS'S SIGNATURE		
WITNESS'S NAME AND ADDRESS		
SIGNED		By the Tenant as an authorised office of the Tenant company
POSITION HELD		
PRINT NAME		
WITNESS'S SIGNATURE		
WITNESS'S NAME AND ADDRESS		