



HOLDING DEPOSIT AGREEMENT

These terms and conditions apply to your application to rent a property through *Cherry Lets* (hereinafter referred to as 'the agent'), and constitute a binding legal contract. By signing the Agreement you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

1. A holding deposit is payable upon your request to rent a property. The purpose of the holding deposit is to reserve the Property for the Applicant whilst the Landlord completes the referencing process and the terms of the tenancy and any guarantee agreement are negotiated. The Property will be reserved subject to the Landlord receiving satisfactory replies to referencing checks, Right to Rent checks and other pre-tenancy enquiries.
2. Nothing in this agreement requires or suggests that a tenancy for the Property, or any other premises will be granted to the Applicant(s).
3. Where the Landlord and the Applicant enter into a tenancy agreement relating to the Property it is agreed that the holding deposit will be credited to the Applicant's rent account.
4. Subject to Clauses 6 (a) and (b), the holding deposit will be refunded to the Applicant where the Landlord decides not to enter into a tenancy agreement before the Deadline for Agreement (see below).
5. Subject to Clauses 6 (a), (b), (c) and (d), the holding deposit will be refunded to the Applicant where the Landlord and the Applicant fail to enter into a tenancy agreement relating to the Property before the Deadline for Agreement.
6. The holding deposit will not be refunded to the Applicant where:
 - (a) The Applicant does not have a 'right to rent' a property (under Part 3 of the Immigration Act 2014) and the Landlord or the Landlord's Agent did not know, and could not reasonably have been expected to know this, before the holding deposit was accepted;
 - (b) The Applicant provides false or misleading information, and the Landlord or the Landlord's Agent is reasonably entitled to take into account the Applicant's actions in providing false or misleading information or the difference between the false and correct information in deciding whether to grant a tenancy to the Applicant;
 - (c) The Applicant notifies the Landlord or letting agent before the Deadline for Agreement that the Applicant does not want to enter into a tenancy agreement;
 - (d) The Landlord or the Landlord's Agent takes all reasonable steps to enter into a tenancy agreement before the Deadline for Agreement, but the tenant fails to take all reasonable steps to enter into the agreement before that date.

The holding deposit should be paid by bank transfer to the following account:
Cherry Lets Ltd, Bank: NatWest, Sort code: 60 01 35, Account number: 53093852.

Property:

Rental per calendar month: _____ Deposit (5 weeks rent maximum): _____

Proposed Tenancy Start date

Tenant full names:

In the event of the holding deposit being refunded
Bank Account Details (account name, sort code and account number):

Holding Deposit received: maximum of 1 week of rental:

Agent/Landlord Signature: Date

Applicant/s Names and Signature/s:

Date executed: **Date executed plus 15 days, Deadline for Agreement:**

STANDARD TERMS, CONDITIONS AND INFORMATION FOR TENANTS

These terms and information apply to your application to rent a property through the Agent. They do not grant or promise a tenancy to the applicant or anyone else. Reference is made to the landlord or the agent as the landlord may manage the property in let-only situations. Where the agent is managing the property during the tenancy you should report any issues to the agent.

1. RIGHT TO RENT CHECKS

The Agent or Landlord is required by law to carry out immigration checks on occupiers at the Property. All occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord or Agent with documentation to support their right to rent property in the UK prior to the tenancy being granted. Where an occupier has a time limited right to rent the Landlord or Agent is required by law to carry out follow up checks on the occupier. Where the occupier cannot subsequently produce evidence that they have a right to rent property in the UK, the Landlord or Agent must make a report to the Home Office. Where the Landlord or Agent has received notice from the Home Office stating that one or more of the occupier(s) do not have a right to rent the Property the Landlord or Agent may end the tenancy in accordance with the provisions of the Immigration Act 2014 (as amended).

The Right to Rent Form will need to be completed for each prospective occupier (please see PAGE 20) prior to the completion of the Tenancy Agreement supporting their right to rent property in the UK. For amendments including additional prospective occupiers the above would also apply.

2. REFERENCES

All Applicants (including where required all Adult Occupiers) will provide references which are satisfactory to the Landlord before any tenancy can be entered into. The referencing will be carried out in conjunction with the referencing company *HomeLet*. Forms can either be completed online or the Agent can provide copies to be completed by hand and returned to the Agent.

3. GUARANTOR

If a guarantor is required and it is acceptable to the Landlord to have a guarantor (the guarantor is usually a member of the Applicant's family or a close associate, who is of sufficient means to provide a suitable reference), the guarantor will be referenced, also in conjunction with the referencing company *Homelet*. This person will be required to sign a legally binding document, which could make the Guarantor liable for the Applicant's obligations under the tenancy agreement. This could make the guarantor liable for the rent for the full term of occupancy as well as the full cost of any damage if the Tenant breaches the terms of the tenancy.

4. PROOF OF IDENTIFICATION

For reasons of fraud prevention and for proof of identification purposes, please ensure that before the completion of the Tenancy Agreement that you have provided a copy of two forms of identification, one of each of the following:

- Photographic ID - a current driving licence or current passport (not required if one of these documents has been used for the Right to Rent Check).
- Proof of current address e.g. bank statement or utility bill (dated in the last three months and not a mobile telephone bill).

5. SIGNING CONTRACTS

The letting contract or agreement must be signed by all parties and, until this has taken place and the Tenancy agreement is executed, no tenancy exists. For the avoidance of doubt, these tenancy terms are subject to contract and nothing in this document should be seen as granting or promising to grant a tenancy to the Applicant or anyone else. Once the referencing has been completed and is satisfactory, the letting contract or agreement will be drafted. This will be forwarded to the Applicant to read over to ensure mutual agreement. The Applicant will have adequate opportunity to read and understand the letting contract or agreement before signing.

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The Tenancy agreement is to be signed by all parties on or prior to the Deadline for Agreement date. If the Applicant is unsure of their obligations under the Tenancy Agreement, then they are advised to take independent legal advice before signing. Please also see a specimen Tenancy Agreement on pages 9-20.

6. METHOD OF PAYMENT

The balance of the first rental payment is to be paid by bank transfer and received in cleared funds. WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH.

Where there is more than one Tenant, a lead Tenant will be appointed. The Tenant will set up a standing order facility for the total amount of rental on that property. The lead Tenant will be the main point of contact for the Agent and will represent the interests of any joint Tenants and will act on their behalf in connection with the deposit and any forms relating to the deposit. The rental will be paid in advance by Standing Order as one payment (a standing order mandate will be provided for the total amount of monthly rental). Delayed rent payment causes considerable extra administration and delays payments to the Landlord.

7. MOVING IN

It is the applicant's responsibility to arrange services (normally telephone, gas, electricity, television licence, satellite TV, internet and water). Applications for electricity and gas supply need to be made directly to the supplier. The Agent or Landlord cannot accept responsibility for any costs incurred with connection of supplies.

The move in date will be on a normal working day, usually in the morning (Monday to Friday excluding bank holidays and between the hours of 9:30 am and 4pm) and pre arranged. When you move in, you should check carefully the condition of the property and its contents with respect to the Inventory. The Inventory is an important record used to assess any damage, dilapidations or losses during the tenancy which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within the first week of moving in so that the problem can be put right or marked on the Inventory. The Inventory is given to the Tenant at the start of the tenancy. The Tenant shall be given the opportunity to review as soon as possible within the ten days of occupation, with any appropriate alterations or notes as found.

The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into.

8. DECORATION

You cannot make any alterations or additions to the property or affix anything to the internal or external surfaces without the permission of the Landlord. Affixing things to the internal or external surfaces can cause damage to the property. For example, screws, hooks and similar items can damage wallpaper and plaster and leave holes in the walls and blu-tack can leave stubborn grease marks and pull paint and wallpaper off the walls when removed. Such damage may result in a deduction from your damage deposit for redecoration costs.

9. TENANCY DEPOSIT

The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit.

Where the tenancy is an assured periodic tenancy (APT), the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within a statutory tenancy deposit scheme within 30 days of receipt and comply with the rules of the scheme. Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is usually the equivalent of five weeks rent.

For Letting Agreements or Contracts other than an Assured Periodic Tenancy Agreement, the deposit requirements will be advised separately but will usually be the equivalent of five weeks rent.

The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme.

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10. FROST DAMAGE

Frost damage is a risk to all properties left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting) and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact the Agent regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused, as you will be in breach of your obligation as a Tenant to take good care of the property.

11. INSURANCE

As a Tenant, you will be responsible for the safe-keeping of the property and its contents. You may wish to consider obtaining insurance for your own personal effects and for the contents and property belonging to the Landlord which you have agreed to look after. The Tenant should ensure that they have sufficient means to cover their liability for accidental damage to the Landlord's property, furniture, fixtures and fittings.

12. REPAIRS AND MAINTENANCE

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the Agent as soon as possible. In the event of emergency repairs, please call the Agent (out of hours, there will be an answerphone message with the emergency number).

The Landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains, heating and hot water etc.). Tenants should use the drains responsibly and not dispose of any inappropriate items down the toilet or sink which could cause the drains to block such as cooking fat, oil or grease, waste food, nappies, sanitary products, baby/hand wipes and cotton wool etc. The Tenant will be responsible for unblocking any drains which become blocked due to the Tenant's misuse.

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to the Agent. As the Tenant you are responsible for all appliances left in the property and should take good care of them. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters etc.)

13. LEGIONNAIRE'S DISEASE

The potential risk of exposure to Legionella from most residential hot or cold water systems in the UK is very low, but the law requires that we alert Tenants to these risks in any case. For most healthy people, the risk of developing Legionnaire's disease in a typical well-maintained domestic setting is negligible. There is a higher risk of infection with older people and people with lowered immune systems, which can lead to severe pneumonia or other complications.

In the domestic environment, risks of Legionella may increase where the property is unoccupied for a short period, or where water is being stored between 20°C and 50°C. In particular, Tenants are advised to:

- inform the Agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- advise the Agent if they believe that the cold water temperature is above 20°C
- flush through little used outlets for 2 minutes once every week or two, or on return from a holiday
- clean, disinfect and descale shower heads at least once every six months
- notify the Agent if they notice any debris or discolouration in the hot or cold water

14. FIRE SAFETY

i. Smoke and Carbon Monoxide Alarms

You will find that smoke alarms (and carbon monoxide alarms where applicable) have been fitted in your property. Please ensure that you check all such devices on moving into the property and familiarise yourself with

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their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to the Agent. The Landlord is responsible for checking the alarms are in proper working order at the start of the tenancy and you will be responsible for testing the alarms during the tenancy. Government guidance recommends that you should test the alarms regularly (testing monthly is generally considered appropriate) to make sure they are in proper working order and arrange replacement of any batteries that may be required. If the alarm is still not working after replacement of batteries, or you are unable to replace the batteries yourself, then you will need to report this to the Agent immediately.

ii. Fire risks and escape routes

Candles, open chip pans and deep fat fryers are some of the most common causes of household fires. These items are a fire hazard risk which can cause injury to yourself, others and damage to the property. You should not use open chip pans in the property or deep-fat fryers that are not thermostat-controlled. Great care should be taken with candles, oil burners and deep fat fryers. These items should not be left unattended and you should ensure that candles, oil burners and similar items are put out properly and kept away from flammable materials (for example curtains and other furnishings). You will be responsible for any damage caused to the property as a result of the use of these items and other items which may cause a fire.

You should ensure that all exits and emergency access routes at the property are kept clear, including any communal areas, and should report any defects or damage (e.g. damaged fire doors or faulty alarms) to the Agent.

15. HAZARDOUS MATERIALS AND EQUIPMENT

You should ensure that you do not store any hazardous materials or goods in or at the property (other than those required for general household use) or any equipment or items that may be a hazard or cause damage to the property (including electric bikes or electric scooters) without the Landlord's written permission.

Some insurance companies may provide limited cover where electric bikes or electric scooters are stored at the property so it is important that consent is requested from the Landlord so they can check their insurance policy and advise of any specific storage requirements if consent is granted. Electric bikes and scooters may cause fires particularly if non-genuine batteries are used which do not meet official safety standards or where the batteries are damaged. If consent is granted you should ensure that you use the manufacturer's approved charging batteries, you do not leave the bike or scooter unattended whilst charging and you do not leave it plugged in after charging is complete.

By law, you must not store petrol or hazardous quantities of similar inflammable fuels in any living accommodation. You may keep up to 5 litres of petrol or diesel in a separate garage or other outbuilding or store, without the Landlord's permission, provided it is stored in a suitable petrol or diesel fuel container and any fire safety requirements are met.

16. ALARMS

Where the property is alarmed using a security code, the Tenant must not change the alarm code without obtaining prior written consent from the Landlord or the Agent. The Landlord and Agent needs to hold alarm and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform the Agent as soon as possible.

17. TELEVISION AERIALS

The Tenant is responsible for maintaining in good repair the television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the Tenant would be responsible for this cost.

18. DAMP AND CONDENSATION

Damp can be a problem in houses where there are many occupants and the property is not adequately heated or ventilated. You should ensure that you use the extractor fans after bathing, showering and cooking in order to allow damp air a chance to escape and open windows/vents to encourage adequate flow of fresh air through the property to help prevent condensation. The property should also be kept to a minimum temperature of 15

degrees celcius in cold weather as cold rooms are susceptible to condensation. You should use a clean dry cloth to remove any condensation on windows and surfaces to help prevent mould forming.

Washing and wet clothes should be hung outside. The hanging of washing and wet clothes inside will also create large amounts of damp air and again, it will be important to provide adequate heating and ventilation. Where it is necessary to dry washing inside then the space around it should be clear so that warm air can circulate, and the door of that room should be kept closed to avoid moisture spreading to other rooms. Window vents and windows in the room should be open to help ventilate the room and dehumidifiers used to reduce excess moisture to help prevent condensation and mould forming. Damp or wet washing should not be hung on heaters, including radiators, or on any of the Landlord's furniture in the property as continuously doing so can cause damage. You are responsible, under the terms of the tenancy, for the reasonable costs in remedying any damage caused

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturer's instructions, but do test on a small area first. If the problem persists, then you should inform the Agent.

19. PESTS AND WASTE COLLECTION

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas, wasps, rats, mice etc makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform the Agent if you discover any pest infestation at the property.

You should ensure that you put any refuse in a properly closed receptacle and do not allow it to overflow. The refuse should be left out on the normal day(s) in the designated area for refuse collection. Local authorities may issue penalty charges to householders who do not follow their waste collection rules and whose actions cause, or are likely to cause, a nuisance or have a negative effect on local amenities. For example, where refuse attracts vermin or where wheelchair users and those using pushchairs are forced to walk on the road because the refuse is in the way or left out for days.

20. GAS APPLIANCES

Gas Safety regulations apply to both Landlords and Tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to the Agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The Tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to Tenants. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

21. ELECTRICAL APPLIANCES and INSTALLATIONS

For safety reasons, Tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact the Agent as soon as possible should any defect be discovered, or repair become necessary on an Inventory item. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The Tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

The electrical installations at the Property need to be inspected at least every five years to ensure they are safe. The Tenant is required to allow entry with reasonable notice for this purpose. A copy of the Electrical Installation Condition Report will be made available to the tenant. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

22. INSPECTIONS

If the Agent is managing the property, the first inspection is usually after month three and then every five months thereafter. It may also be necessary for Contractors to access the property to maintain and inspect electrical, gas and similar appliances, pipework and flues. You will of course be informed (normally 1 week in advance) prior to these inspections. It is important that any access arrangements made in connection with inspections or appointments are honoured so that inspections can be carried out and contractors can carry out the work on the agreed day. Inspections are carried out during the working day, Monday to Friday (excluding Bank Holidays), if you are to be present, please do make prior arrangements.

23. CHECK OUT

At the end of the Tenancy, there will be a check-out process which will be arranged by the Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded.

25. COMPLAINTS

Where the Tenant is unsatisfied with any service provided by the Agent, the Tenant should contact the Agent in the first instance to resolve matters. The Agent has an in-house complaints policy which must be followed. The Agent is a member of The Property Ombudsman and in the event that matters cannot be resolved using the Agent's in-house complaints procedure the Tenant can refer the complaint to this scheme for a further decision. Details of the Agent's in-house complaints procedure and the redress scheme are available upon request from the Agent.

26. DATA PROTECTION

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with parties such as the Home Office, credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We will not divulge or pass on your details to any third party for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation. Any personal data stored will be disposed of within a reasonable time after the determination of the tenancy. If you wish to withdraw consent for the Agent to use your personal data for the purposes set out above you can contact us to request this.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

These terms and conditions apply to your application to rent a property through the Agent and constitute a binding legal contract. By signing the Agreement below you agree to comply with the terms and conditions. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

I consent to my personal details being shared with certain third parties including the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies for the

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purposes of processing the tenancy application, management of the tenancy and enforcing any of the obligations under the tenancy agreement.

Signed _____ Name _____ Date _____
(Applicant)

Signed _____ Name _____ Date _____
(Applicant)

ASSURED PERIODIC TENANCY AGREEMENT

For letting a dwelling on an Assured Periodic Tenancy
under section 4A of the Housing Act 1988.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the duration of the tenancy. Please ensure that if you do not understand your legal rights, you consult a housing advice centre, solicitor or Citizens Advice.

This tenancy agreement is subject to any existing tenant and/or, any other occupiers, vacating the Property and the Property still being available to let, for example, including but not limited to, being damaged by fire or flood. For the avoidance of doubt in any of these circumstances this tenancy agreement will not take effect.

This document is the written statement of the terms of the tenancy that the Landlord is required to provide. When this document is signed by the Tenant and the Landlord it will be the tenancy agreement. Those parts fulfilling the written statement requirements have an * at the start.

This tenancy agreement is made the _____ day of _____ 20____

1 Particulars

1.1 Parties

1.1.1 The Landlord

*Name(s):

Contact Address:

Contact Telephone Number:

Contact Email Address:

Contact Fax Number:

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant

*Name(s):

Current

Contact Address:

Contact Telephone Number:

Contact Email Address:

Contact Fax Number:

Post Tenancy

Contact Address:

Contact Telephone Number:

Contact Email Address:

Contact Fax Number:

1.1.3 Permitted Occupiers:

In addition to the Tenant, Permitted Occupiers are the only people allowed to live in the Property, but they do not have any rights or obligations as per the Tenant listed in clause 1.1.2, and are only permitted to reside at the Property with the permission of the Tenant.

1.1.4 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for a section 4A assured tenancy is called a Relevant Person. ~For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

The Relevant Person is:

Name:

Contact Address:

Contact Telephone Number:

Contact Email Address:

Contact Fax Number:

1.1.5 The Guarantor -For this tenancy there is no Guarantor.

Name:

Contact Address:

Contact Telephone Number:

Contact Email Address:

Contact Fax Number:

1.1.6 Principal Contact

The Landlord or The Landlord's Agent (delete as appropriate)

Where the party consists of more than one entity or person, the obligations apply to and are enforceable against them, jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the tenancy agreement if the other members do not fulfil their obligations.

The parties listed above understand that the Landlord or Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, the Tenant, contractors, referencing companies, utility providers, the local authority and any appropriate tenancy deposit scheme.

The parties listed above, and any Relevant Person or Guarantor listed in 1.1.4 and 1.1.5, agree, by signing this tenancy agreement, that the parties to the tenancy agreement, and the Landlord's Agent, may send information and important documents to the email addresses listed in 1.1.1, 1.1.2, 1.1.4 and 1.1.5.

1.2 The "Landlord's Agent" shall mean **Cherry Lets**, address, phone, email address and fax, or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets, and the Tenant takes, the Property at the Rent payable, upon the terms and conditions of this tenancy agreement.

1.4 This tenancy agreement is intended to create an assured tenancy as defined in section 4A of the Housing Act 1988.

1.5 Property

1.5.1 *The Property, shall mean the property situated at and being **PROPERTY ADDRESS**, together with the fixtures, fittings, furniture and effects therein, and more particularly specified in the Inventory signed by the Tenant, and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does ~not require the Landlord to hold a licence to be able to let it lawfully. The Tenant agrees not to use the Property in any way that changes either of these facts.

1.5.3 ~The licence for this Property allows a maximum of ~ individuals from ~ separate families. The Tenant agrees to do nothing that would breach these requirements.

OR

~The Property requires a licence for which an application has been made. Until the licence conditions are known, no more than one person can occupy any qualifying room as a bedroom.

OR REMOVE 1.5.3 ENTIRELY IF NO LICENCE REQUIRED

1.6 Rent

- 1.6.1 *The Rent shall be **£XXXX** per month, from and including **DDMMYYYY** until ended following either party giving notice. This is the date on which the Tenant is first entitled to possession under the tenancy. Please see clause 2.6 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set-off to the Principal Contact by banker's standing order or such other method as the Principal Contact shall require.
- 1.6.3 The first rent payment of **£XXXX** is payable after the tenancy agreement has been entered into, but prior to taking possession.
- 1.6.4 *Thereafter the "Rent Due Date" will be the **XX** day of each month throughout this tenancy agreement.
- 1.6.5 Rental payments overdue by more than 14 days will be subject to interest at the rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.
- 1.6.6 Any person paying the Rent, or any part of it, for the Property during the tenancy shall be deemed to have paid it as agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.
- 1.6.7 It is agreed that if the Principal Contact accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new tenancy and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.6.8 *If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 52 weeks, then the Rent may be reviewed. Any increase in the level of Rent must be made using a Housing Act 1988 section 13 notice. The new rent will take effect at least 52 weeks after commencement of the tenancy or at least 52 weeks after the last increase. Any increase will take effect from the beginning of a new period.

1.7 Deposit

- 1.7.1 *The Deposit of **£XXXX** will be paid by the Tenant prior to the signing of this tenancy agreement.
- 1.7.2 The Deposit will be paid to the ~ Landlord / Landlord's Agent
- 1.7.3 No interest will be paid on the Deposit by the Landlord or Landlord's Agent.
- 1.7.4 The Deposit has been taken for the following purposes:
 - 1.7.4.1 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, insured risks and repairs that are the responsibility of the Landlord.
 - 1.7.4.2 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.
 - 1.7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services incurred at the Property for which the Tenant is liable.
 - 1.7.4.4 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.
 - 1.7.4.5 The Deposit is held as security for the performance of the Tenant's obligations under this tenancy agreement and to compensate the Landlord for any breach of those obligations.
- 1.7.5 Subject to The Deposit Protection Service (The DPS) terms and conditions, the Deposit will be refunded, less any deductions, once the following have been completed:
 - 1.7.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and
 - 1.7.5.2 all keys, access devices, remote controls and parking permits have been returned and
 - 1.7.5.3 both parties have confirmed their acceptance of any Deposit deductions and
- 1.7.6 The Deposit is not transferable by the Tenant in any way.
- 1.7.7 The Deposit will be protected by The DPS in accordance with the relevant terms and conditions of The DPS. The terms and conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process, are provided and can also be found at www.depositprotection.com.
- 1.7.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Principal Contact the further amount, within 14 days of the request being made.
- 1.7.9 The Deposit will be refunded, less any deductions, ~ (this could be "to the Nominated or Lead Tenant" or "to the Relevant Person" or "equally to the parties forming the Tenant" or "to any one of the parties forming the Tenant and this will be considered a full and final refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.")

1.8 Rights of Third Parties

The parties intend that no clause of this tenancy agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.9 Permissions

Where Permission is required by the Tenant:

- 1.9.1 Permission, if granted, will be in writing from the Principal Contact.
- 1.9.2 Permission, if sought by the Tenant, will not be unreasonably withheld or delayed.

1.10 Losses

- 1.10.1 Losses means all losses, damages, costs resulting from a breach of contract.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the name and address of the Landlord is stated to be as in clause 1.1.1 of this tenancy agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 *Section 48 Landlord and Tenant Act 1987 and Renters' Rights Act 2025 written statement rules

Until you are informed in writing to the contrary, notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of all and any notices (including notices in proceedings) and all other correspondence is as stated in 1.1.1.

If the Tenant wishes to serve notice to end the tenancy, these are the details which should be used.

2.3 Notice Service

- 2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on or given to the Tenant shall be deemed to have been served on or given to the Tenant if it is:
 - 2.3.1.1 left at the Property during the tenancy, or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a prepaid letter, properly addressed to the Tenant by name at the Property during the tenancy, or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Signed for Delivery in a prepaid letter, properly addressed to the Tenant by name at the Property during the tenancy, or the last known address of the Tenant at any time or
 - 2.3.1.4 personally served on the Tenant or any person making up the Tenant.
 - 2.3.1.5 served via electronic means, including via the Current Contact Email Address listed in clause 1.1.2 or any other notified email address, during the tenancy, or the Post Tenancy Contact Email Address after the tenancy.
- 2.3.2 Any notice given by the Tenant or any other document to be served on or given to the Landlord shall be deemed to have been served on or given to the Landlord if it is in written form including, but not limited to, being:
 - 2.3.2.1 left at the office of the Landlord's Agent during the tenancy or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by ordinary post in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Signed for Delivery in a prepaid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.4 personally served on the Landlord or any person making up the Landlord or acting on behalf of the Landlord.
 - 2.3.2.5 supplied via electronic means, including via any email address listed in clause 2.2, at any time.
- 2.3.3 If any notice or other document is served in person or left at the address in 2.3.1.1 or 2.3.2.1, service shall be deemed to have been on the day it was left.
- 2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.
- 2.3.5 If any notice or other document is served by electronic means, the notice shall be deemed to have been served on the day it was sent.
- 2.3.6 An email used in relation to email service shall be deemed served if delivered to a junk, spam or other similar folder of the recipient's email account or internet service provider.

2.4 Post and Notices Received

- 2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord, and other notices, orders and directions affecting the Landlord, to the Principal Contact without delay. Where appropriate, the Tenant should take all reasonable steps to comply with any requirements, having first consulted with the Principal Contact.

2.5 Criminal Convictions

- 2.5.1 The Tenant agrees to notify the Principal Contact of any convictions during the tenancy so that the Landlord can appropriately notify the insurance company.

2.6 Notice Service by the Tenant

Cherry Lets Limited, Hempton Road, Deddington, OX15 0QG. Registered in England. Company registration number: 8159167.

- 2.6.1 *The Tenant may bring the tenancy to an end by giving to the Landlord not less than two months' written notice, in accordance with section 5 of the Protection from Eviction Act 1977, stating that the Tenant wishes to vacate the Property. The notice must expire on the last or first day of a tenancy period.

3 Possession

- 3.1 *Without limiting the other rights and remedies of the Landlord, the Landlord must, in most circumstances, seek to lawfully terminate the tenancy by obtaining a court order, and it being executed by a bailiff appointed by the court where necessary, if:
- 3.1.1 the Rent, or any part of it, is in arrears, whether formally demanded or not, or
 - 3.1.2 the Tenant is in breach of any of the obligations under this tenancy agreement, or
 - 3.1.3 *the Landlord or, in the case of joint landlords, at least one of them must usually serve on the Tenant a notice of proceedings for possession which, amongst other requirements, is in the prescribed form and specifies the ground or grounds of possession from Schedule 2 of the Housing Act 1988. The grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement. The length of the notice will be dependent upon the grounds relied upon in a notice under section 8 of the Housing Act 1988.

Tenants who are unsure of their rights should seek appropriate advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified. If the payment, or any part of the payment, will not be paid on the day specified, the Tenant agrees to notify the Principal Contact in advance to allow the Landlord to plan and discuss a solution.
- 4.1.2 *Pay to the service providers a fair proportion of all charges, based on usage and the length of the tenancy, including water and sewerage charges, the council tax or any replacement taxation (even of a novel nature) and for all gas, electricity, oil or other fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone and broadband, cable and satellite for the duration of the tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.
- 4.1.4 Not to provide a cheque or other payment that the bank then fails to honour.
- 4.1.5 Notify the relevant authorities, where the bills are payable to the provider, and arrange and pay final accounts on possession being returned to the Landlord.
- 4.1.6 Pay the full costs, on an indemnity basis, where the Landlord takes court action for breach of contract or possession of the Property, including court fees and all other associated costs, limited to only those costs the court awards. An indemnity basis is defined in Part 44 of the Civil Procedure Rules and means that if there has been misconduct or some unusual circumstances the court may order higher costs. This does not allow the landlord to claim costs unreasonably incurred.
- 4.1.7 Pay damages to the Landlord if the Tenant breaches any of the conditions of this tenancy agreement, subject to any statutory limitations.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, the Landlord's fixtures, fittings and appliances, nor make any alteration or addition to the Property or the style or colour of the decorations without Permission.
- 4.2.3 Notify the Principal Contact promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 The Tenant must not, and must not permit their friends or visitors to, do anything that may result in glass in the Property being broken.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Principal Contact and if the Tenant does not carry out the repairs, the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Test all smoke and carbon monoxide alarms monthly and to clean the alarms on a three-monthly basis using the soft brush of a vacuum cleaner.
- 4.2.7 Not alter the operation of, or disable, the smoke or carbon monoxide alarms.
- 4.2.8 Not cause an avoidable call-out by a contractor (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances).
- 4.2.9 Attend any agreed appointments.

- 4.2.10 Not arrange contractors without Permission, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

4.3 The Property

- 4.3.1 Promptly notify the Principal Contact in writing when the Tenant becomes aware of:
- 4.3.1.1 any defect, damage or disrepair in the Property including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any situation in the Property which may cause the Property not to be fit for human habitation.
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Ensure the windows of the Property are cleaned in a safe manner as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property or store them in any cellar or outside the main dwelling.
- 4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.
- 4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.8 Not cause, or unreasonably permit, any blockage to the drains, pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but are not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, wet wipes (including "flushable" wet wipes) or sanitary products) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without Permission.
- 4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any three-month period without Permission.
- 4.3.11 Permit the Principal Contact or others, after giving 24 hours' written notice and at reasonable hours of the daytime, to enter the Property:
- 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
 - 4.3.11.2 to show prospective purchasers the Property at all times during the tenancy and to erect a board to indicate that the Property is for sale, or
 - 4.3.11.3 to show prospective tenants the Property, during the last two months of the tenancy and to erect a board to indicate that the Property is to let.
 - 4.3.11.4 to take photographs for use in promoting the Property for sale or rental or evidence of damage or breach of the tenancy agreement.
- 4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect works (except in case of emergency when access shall be immediate), the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without Permission.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without Permission. All keys, access devices, remote controls and parking permits are to be returned when possession of the Property is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.16 The Tenant must, except in the event of an emergency, ensure that when going outside the Property, they have keys or other access devices to regain access.
- 4.3.17 The Tenant must ensure that the keys or other access devices are not kept or transported in such a way that the Property address can be identified if the keys or other access devices are lost or stolen.
- 4.3.18 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from freezing weather. The Tenant is responsible for using a suitable cleaning product to regularly clean off and kill any mould spores or mildew which may appear in the Property to prevent their spread where the build-up is due to a failure by the Tenant to ensure adequate ventilation to compensate for moisture created by the Tenant and other occupiers. The Tenant agrees to pay particular attention, but not exclusively, to the insides of cupboards and behind furniture and to ensure any problem is kept under control. Where there is excessive mildew or mould growth, this should be reported immediately to the Principal Contact.
- 4.3.19 Not block ventilators or extractors and not to turn off isolator switches provided in the Property.
- 4.3.20 Report to the Principal Contact any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.21 Not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.
- 4.3.22 Except as provided by the Landlord:

- 4.3.22.1 Not keep, use or permit to be used on the Property any portable fuel burning appliance including oil stoves and paraffin heaters.
- 4.3.22.2 Not keep, use or permit to be used on the Property any other appliance against the terms of the insurance of the Property.
- 4.3.22.3 Not leave any lit candles unattended.
- 4.3.22.4 Not light bonfires or set off fireworks within the curtilage of the Property.
- 4.3.22.5 Not use any electrical appliances that are not marked CE or UKCA.
- 4.3.22.6 Not leave unattended any batteries in the Property on charge and ensure charging is carried out in accordance with manufacturer's instructions and that all rechargeable batteries are undamaged.
- 4.3.23 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.24 Not keep motorcycles, cycles, e-bikes, e-scooters or other similar machinery in any communal areas, or inside the Property, except in any defined outside area or garage.
- 4.3.25 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property, save for those relating to the payment of rent or service charges, and to refund to the Landlord all losses, reasonably incurred, in relation to any breach of these obligations.
- 4.3.26 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.27 Not prop open any fire doors in the Property, except by any built-in system that closes them in the event of a fire, and not disable or interfere with any self-closing mechanism.
- 4.3.28 The Tenant agrees that the Landlord is not liable to compensate the Tenant for any works carried out to the Property which the Tenant arranges, with or without Permission, including any additional services installed by the Tenant. This does not prevent the Landlord charging the actual cost of restoring the Property to its original condition, fair wear and tear excepted, unless the Permission to do the works specifically included an agreement to compensate the Tenant.
- 4.3.29 Not do any cutting or chopping directly on the work surfaces in the kitchen, or mark the work surfaces in any way, but to always protect the work surface.
- 4.3.30 Not to cause damage to the Property by the inappropriate drying of clothes or other articles, for example hanging clothes over radiators, doors or window or door furniture, which can lead to condensation and damage surfaces.
- 4.3.31 Where an oven grill is designed to be used with the door shut the Tenant shall not use the grill with the door open. Such use can cause damage to surrounding cupboards and the oven itself. The Landlord reserves the right to repair, at the Tenant's expense, any doors, units, drawer fronts or the oven itself where the finish has been damaged by such misuse.
- 4.3.32 Toasters and kettles must not be used directly underneath kitchen wall units. Such use can cause damage to surrounding cupboards. The Landlord reserves the right to repair, at the Tenant's expense, any units, doors or drawer fronts where the finish has been damaged by such misuse.
- 4.3.33 Not to introduce any waterbed or hot tub into the Property without Permission.
- 4.3.34 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Principal Contact promptly if such control measures cannot be adhered to.
- 4.3.35 Not keep any pet, animal, bird, reptile, fish, insect or the like on the Property, without Permission.
- 4.3.36 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned, but not alter the character or layout of the garden or grounds.
- 4.3.37 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and, at their discretion, to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 4.3.38 The loft is not considered safe for the Tenant to access or use as storage. The Tenant could be injured by falling off the ladder or through the ceiling or on cables, pipes and other hazards in the loft. It is for insulation and services such as electrical cables and water tanks. Therefore, the Tenant agrees not to access the loft space at the Property or use it for storage or any other purpose.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or to play any radio, television or other equipment in or about the Property between the hours of 11pm and 7 am so as to be an audible nuisance outside the Property, subject only to the design and construction limitations of the building.
- 4.4.3 The Tenant shall not carry on any profession, trade or business at the Property including a "home business" as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section), nor allow anyone else to do so, without prior Permission.
- 4.4.4 Not permit or suffer anything to be done on the Property that may constitute negligence, misuse or a failure to act reasonably by the Tenant or any of their visitors or friends which may render the Landlord's insurance of the Property

void or voidable (i.e. no longer providing cover), or which results in an insurance claim or increases the rate of premium for such insurance.

- 4.4.5 Not use, or suffer the Property to be used, for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Principal Contact if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Principal Contact on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory, save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Not leave the Property vacant for more than 28 days without providing the Principal Contact with reasonable notice in advance.
- 4.4.9 Check the inventory and report any errors/deficiencies, returning a signed copy with any annotations/corrections as necessary within seven days of move in. If the inventory is not signed and returned within seven days, the inventory will be deemed as accepted as provided.
- 4.4.10 Not change the supplier of utility services without Permission. If Permission is given, the Tenant will provide the Principal Contact with the new supplier's details including the Property reference number.
- 4.4.11 Ensure that all adult occupiers of the Property maintain a "Right to Rent", as defined by the Immigration Act 2014, at all times during the tenancy.
- 4.4.12 Not leave food or other material around that will attract vermin. The Tenant agrees to take reasonable steps to eradicate vermin where they are not present through any fault of the Landlord.
- 4.4.13 Not to make any changes to the electrical installation, for example by changing light fittings, switches or adding sockets. Any changes made in breach of this clause may compromise electrical safety and may require an electrical check and / or remedial works, with a potential cost to the Tenant.
- 4.4.14 Reside in the Property as their only or principal residence. Any change in residence status must be notified to the Principal Contact and a new tenancy agreement drawn up if necessary.
- 4.4.15 As per the manufacturer's instructions, the Tenant can connect their electronic equipment to the Property's 'smart' devices, where fitted, unless the Landlord explicitly prohibits a specific device. The Landlord does not provide technical support, warranty, or guarantee of functionality or compatibility with the Tenant's electronic equipment. Prior to vacating the Property, the Tenant must disconnect, reset and unpair all connected smart devices, following the manufacturer's instructions. Such devices may include, but are not limited to, thermostats, room sensors, doorbells, cameras, alarm systems and other 'smart' devices.
- 4.4.16 Not to interfere with the supply of electricity, gas or water and associated equipment.
- 4.4.17 Not disable or alter the operation or code of the burglar alarm.
- 4.4.18 Not to smoke (including vaping and shisha pipes) within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord does not provide any insurance cover for the Tenant's possessions.

4.6 End of Tenancy

- 4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys, access devices, remote controls and parking permits for the Property, on the last day of possession (or sooner by mutual arrangement).
- 4.6.3 Return all the linen and blankets, bedding, carpets and curtains which have been soiled during the tenancy, in the same condition as at the start of the tenancy (fair wear and tear excepted).
- 4.6.4 Leave the oven and other appliances in the same state of cleanliness as listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, not to overfill any bin and to use the relevant bins according to the local authority guidance, which may then be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 Keep the appointment to check the inventory at the end of the tenancy.
- 4.6.8 The Landlord or the Landlord's Agent disposing of any goods left in the Property after the Tenant has vacated.
- 4.6.9 Cancel their standing order, or other rent payment instruction, once all Rent has been paid.

5 Landlord's Obligations

The Landlord agrees with the Tenant as follows:

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- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this tenancy agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully acting on behalf of the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation. If the Landlord or the Landlord's insurance does provide alternative accommodation, then the Rent will remain payable.
- 5.4 That the Landlord is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow the Landlord to enter into this tenancy agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay the Landlord's losses for breach of contract, as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 To provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another visit has to be scheduled.
- 5.9 *To fulfil the repairing obligations contained within Section 11(1) of the Landlord and Tenant Act 1985. These are quoted below:
- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.
- 5.10 *That in accordance with section 9A of the Landlord and Tenant Act 1985 the Landlord is under an obligation to ensure that the Property is fit for human habitation at the start of the tenancy and kept that way during the tenancy. The Landlord is not liable to carry out works or repairs, including if the Property is unfit for human habitation, as a result of the Tenant not using the Property in a tenant-like manner, or to rebuild or reinstate the Property in the case of destruction by fire, storm, flood or other inevitable accident.
- 5.11 *To fulfil the obligations of the Electrical Safety Standards in the Private Rented Sector. These are stated below:
- (a) to ensure that relevant electrical safety standards are met during any period when the Property is occupied under the tenancy,
 - (b) to ensure relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of regulation 3) at least every five years or, if required by the most recent report referred to in sub-paragraph (c) below, earlier, and
 - (c) to obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.
- 5.12 *To comply with section 190 of the Equality Act 2010 (improvements to let dwelling houses) —
- (a) section 190 has the effect that a landlord may not unreasonably withhold consent to a tenant's application to make an improvement (within the meaning of section 190(9) of the 2010 Act) to premises where—
 - (i) a disabled person (within the meaning of section 6(2) of the 2010 Act) occupies or intends to occupy the premises as their only or main home, and
 - (ii) the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability, and
 - (b) the rights and obligations conferred by section 190 do not apply in so far as provision of a like nature is made by the tenancy agreement.
- 5.13 *The Tenant may keep a pet at the Property if the Tenant asks to do so, in accordance with section 16A and 16B of the Housing Act 1988 and the Landlord gives Permission. Such Permission is not to be unreasonably refused by the Landlord.
- 5.14 *To fulfil the obligations of regulation 36 of the Gas Safety (Installation and Use Regulations) 1998. These are stated below:
- (a) to ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue which serves a relevant gas fitting,
 - (b) to ensure that each appliance and flue to which that duty extends is checked for safety—
 - (i) by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and

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(ii) at intervals to be determined in accordance with the 1998 regulations, and
(c) to ensure that a record in respect of any appliance or flue so checked is made and, subject to exceptions, that a copy of that record is given to the Tenant.

This paragraph applies if there is a relevant gas fitting (within the meaning of regulation 36(1) of the 1998 regulations) installed in or serving the Property and that gas fitting is one to which the 1998 regulations apply.

6 Deposit Prescribed Information

6.1 The contact details for this scheme are as follows:

Name: The Deposit Protection Service
Address: The Pavilions
Bridgwater Road
BRISTOL
BS99 6AA
Telephone number: 0330 303 0030
Email Address: contactus@depositprotection.com
Fax Number: The scheme does not provide one

- 6.2 The scheme supplies a leaflet for tenants and the information in that leaflet is provided with this tenancy agreement. Please see www.depositprotection.com for further information provided by the scheme.
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.7.5 and sub-clauses of the tenancy agreement have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy, then the other party should seek advice from the deposit scheme provider at the above contact details.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 6.6 The scheme offers free dispute resolution for deposits it covers. Please see its website for details of how and when to apply.
- 6.7 The Deposit value is as per clause 1.7.1.
- 6.8 The address of the Property is as per clause 1.5.
- 6.9 The contact details of the Landlord are as per clause 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 Information about any Relevant Person is in clause 1.1.4.
- 6.12 The reasons for possible deductions from the Deposit are listed in clause 1.7 and sub-clauses 1.7.4 and 1.7.5.
- 6.13 The Nominated or Lead Tenant for this tenancy will be **FULL NAME**. The parties forming the Tenancy declare that the Nominated or Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Nominated or Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the rules of the scheme.

7 Housing Benefit

- 7.1 The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any housing benefit, council tax or universal credit claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any benefit being paid directly to the Principal Contact.
- 7.3 The Tenant agrees to refund to the Principal Contact any benefit overpayment recovery which is sought from the Landlord or the Landlord's Agent in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord or the Landlord's Agent.

Signatures

The Landlord or the Landlord's Agent sign this tenancy agreement to confirm acceptance of the terms within it and in accordance with article 2(1)(g)(vii), The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

SIGNATURE OF LANDLORD

The Tenant is advised to ensure they have read and understood this tenancy agreement before signing it.

The Tenant signs this tenancy agreement to confirm acceptance of the terms within it and in accordance with article 2(1)(g)(vii)(bb), The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief.

SIGNATURE OF TENANT

SIGNATURE OF WITNESS

OCCUPATION

NAME OF WITNESS

ADDRESS OF WITNESS

SIGNATURE OF GUARANTOR

SIGNATURE OF WITNESS

OCCUPATION

NAME OF WITNESS

ADDRESS OF WITNESS

SIGNATURE OF RELEVANT PERSON

RIGHT TO RENT CHECK

A separate form must be completed for each prospective occupier (Under the Immigration Act 2014 landlords are required to carry out immigration checks on all adult occupiers to ensure they have a right to rent in the UK – landlords should use this form in conjunction with the latest government guidance). Cherry Lets to attach copy of document to completed and signed form

PERSONAL DETAILS:

First Name:
Middle Names:
Surname:

Will the rental property be the prospective occupier’s only or main home? YES

For a home to be an only or main home it must be the only property that the person lives in, or the property that is used for personal, legal or family matters.

IDENTIFICATION DOCUMENTS:

Prospective occupiers are required to provide original documents showing their right to rent property in the UK and landlords will need to check current government guidance to establish which documents are compliant. Landlords are required to keep clear and legible copies for the period of the tenancy and for a year after the tenancy has come to an end (s5 of The Immigration (Residential Accommodation)(Prescribed Requirements and Codes of Practice) Order 2014).

Where a document is provided showing that the prospective occupier is allowed to stay in the UK for a **time limited period** government guidance states that the landlord can accept such documents but the landlord must carry out follow up checks. For further information and guidance visit www.gov.uk

USAF Personnel

Letter from the base confirming the Tenant is a member of the USAF and is in the UK for the Tenancy period along with their named partner/occupier **and** A copy of passport/ Identity card for each occupier

EVIDENCE CHECKS CARRIED OUT AND REF NO(S):

Provide details of documents provided and evidence checks carried out

Follow up check required on

SIGNATURE:

Signed by Prospective Occupier:

Date:

Signed by Landlord/Agent:

Date:

TIME LIMITED RIGHT TO REMAIN IN UK:

Follow up check carried out on

DOCUMENT(S) PROVIDED AND REF NO(S):

SIGNATURE:

Signed by Prospective Occupier:

Date:

Signed by Landlord/Agent:

Date: