

DATED

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

PROPERTY ADDRESS

between

The Landlord

and

The Tenant

CONTENTS

CLAUSE

1.	Interpretation	3
2.	Grant of the Tenancy.....	5
3.	Contents.....	5
4.	Rent	6
5.	Deposit	7
6.	TDS Arrangements.....	7
7.	Use of Property.....	8
8.	Assignment or subletting.....	9
9.	Repairs and alterations.....	9
10.	Utilities and outgoing.....	11
11.	Landlord's covenants	12
12.	Empty Property	13
13.	Default by the Tenant.....	13
14.	Landlord's right to enter the Property and to display signs	13
15.	Expiry of the Tenancy	14
16.	Notices	15
17.	Governing law and jurisdiction	16

SCHEDULE

Schedule 1	Lawful Occupiers.....	17
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This agreement is dated

Parties

- (1) (Landlord)
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] [TELEPHONE NUMBER] [EMAIL ADDRESS] (Tenant)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Building:

Common Parts: means any part of the Building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owner or occupiers of other dwellings (including the ground floor entrance hallways, entrance halls and associated doors, landings, lifts, fire escape staircase, and other internal communal areas including concierge area, courtyard, landscaped areas, gardens and external communal areas including the car park (if applicable), cycle store and bin store.

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: £0000.00

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

First Rent Payment Date: DD/MM/YYYY

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

Interested Persons: means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

Lawful Occupiers: those persons listed in the Schedule 1

LTA 1985: Landlord and Tenant Act 1985.

Property: means [APARTMENT NUMBER] of the Building

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations

Rent: £0000.00 per calendar month

Rent Payment Dates: the XX day of each month

Review Date means the 1st April in each year of the Tenancy

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: a fixed term of 12 months from and including DD/MM/YYYY

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** includes email.

- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. Grant of the Tenancy

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. Contents

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

4. Rent

- 4.1 The Tenant shall pay the first instalment of the Rent (an amount equal to one months' Rent) on or before the First Rent Payment Date. In the event the Tenancy commences on a date other than the first day of the month, the Tenant shall pay a pro-rated amount, in advance, on the First Rent Payment Date, based on the number of days of actual occupancy left in the month.
- 4.2 Following the First Rent Payment Date, the Tenant shall thereafter pay the Rent in advance on or before the Rent Payment Dates.
- 4.3 The Tenant shall be responsible for ensuring that the rent is paid in advance in accordance with this tenancy agreement regardless of whether they are entitled to Housing Benefit or Universal Credit assistance. The Tenant acknowledges that the Landlord and the housing benefit department and/or DWP may exchange information in relation to their occupation of the Property and the benefits and/or Universal Credit that the Tenant may be receiving or is entitled to (if applicable).
- 4.4 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.5 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, either the Landlord will arrange and offer temporary alternative housing at their expense, and the Tenant will be required to sign a licence to occupy and will continue to pay the Rent in the manner prescribed in this agreement; or payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.7 [The Tenants agree and acknowledge that where this agreement is a new tenancy with a previous tenant of the Property (the "**Previous Tenant**", the "**Previous Tenancy**") and a new Tenant, then the Landlord shall be entitled to share any relevant data relating to the Previous Tenancy of the Property with the new Tenant subject to compliance with all applicable legislation.] [Note: only needed where this is a new tenancy with a Previous Tenant and a new Tenant].
- 4.8 Subject to compliance with the requirements specified in clause 4.9, the Landlord may increase the rent on each review date by a maximum of the percentage change in the [Consumer Prices Index over the preceding year plus up to 3% ("**CPI + up to 3%**")]. This must be calculated by

reference to the last index published before the date on which the Landlord serves the notice under clause 4.9 and the index published 12 months prior to that.

4.9 The requirements are that the Landlord must serve a rent review notice on the Tenant not less than twenty eight (28) days but not more than ninety (90) days before the relevant review date specifying:

- (a) the percentage by which the rent will increase on the relevant review date; and
- (b) the new rent payable from the relevant review date.

4.10 If the Landlord fails to comply with the requirements specified in clause 4.8, rent will continue to be payable from the relevant review date until the next review date at the rate payable immediately before the relevant review date.

5. Deposit

5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.

5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
- (b) replace any of the Contents which may be missing from the Property;
- (c) pay any Rent which remains unpaid; and
- (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1.

6. TDS Arrangements

6.1 On behalf of and on the instructions of the Landlord, the Deposit is held and protected by THE TENANCY DEPOSIT SCHEME of West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG, 0300 037 1000, info@tenancydepositscheme.com.

6.2 The Landlord has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord, as defined in section 213(10) of the HA 2004].

6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

7. Use of Property

7.1 The Tenant shall:

- (a) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
- (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Schedule 1;
- (c) not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);
- (d) be liable for any damage to the Property caused by the Lawful Occupiers; and
- (e) ensure any Lawful Occupiers exit the Property pursuant to clause 15.1.

7.2 The Tenant shall not use the Property for the purposes of conducting a business.

7.3 The Tenant shall use the Property as its only or principal home. If the Tenant does not use the Property in this way the tenancy will stop being an Assured Shorthold Tenancy and the Landlord can end the tenancy.

7.4 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

7.5 The Tenant shall not do anything to or on the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.

7.6 The Tenant shall not vape nor smoke tobacco or any other substance in the Property and must not permit any guests and/or visitors to vape nor smoke tobacco or any other substance in the Property.

7.7 The Tenant must not:

- (a) bring onto or keep at the Property anything that may compromise the safety of people in the building; or

(b) use or permit to be used any barbeques or heated patio fitment at the Property.

7.8 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

7.9 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.

8. Assignment or subletting

8.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

9. Repairs and alterations

9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish and weeds. The Tenant shall not plant deep rooted plants in any garden forming part of the Property.

9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.

9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. The Tenant shall take reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

9.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the Landlord's prior written consent (which shall be at its absolute discretion)

9.7 The Tenant shall take taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation which shall include the purchase and replacement of consumable items such as filters.

9.8 The Tenant must take reasonable care of the Common Parts and keep unobstructed in accordance with the following (including but not limited to):

- (a) not obstruct corridors, staircases, lifts, fire doors or fire fighting equipment;
- (b) to place household refuse in allocated communal bins provided but to ensure that any large items of refuse e.g. furniture, electrical goods are not placed in the bin area. The Tenant is responsible for arranging collection of these items at their own expense or by taking them to the local refuse site;
- (c) not overload the structure of the Building;
- (d) not smoke or vape in communal areas;
- (e) barbecues and outdoor cooking and any other activity involving a naked flame are prohibited;
- (f) not to use or permit to be used such part or parts of the external Common Parts as are from time to time laid out as gardens other than for normal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building;
- (g) bicycles, skates or skateboards should not be used or ridden at any time anywhere on the external Common Parts;
- (h) smoking is not permitted anywhere in the internal Common Parts.

9.9 The Tenant shall not throw any article from windows, landings, Balconies or corridors. The Tenant must keep Balconies in a neat and tidy condition throughout the Tenancy. The Tenant is not to store bicycles, scooters, prams, rubbish, refuse containers or any other items on the Balconies.

9.10 The Tenant shall not:

- (a) dry or air wash or hang items out of windows (including window boxes) or in front of the Property; nor
- (b) fix window boxes or anything else outside or placed on or over any balcony or patio rails.

9.11 The Tenant must not:

- (a) keep in the Property any dangerous or inflammable goods or materials or substances in the Property or Common Parts or Leisure Premises apart from those required for normal residential purposes;
- (b) bring onto or keep at the Property anything that may compromise the safety of people in the Building;
- (c) overload any part of the Property or any plant, machinery, equipment or conducting media not exclusively serving the Property;

- (d) display or hang any window boxes, clothes washing, advertisement notices, aerials, satellite dishes or similar telecommunication apparatus from the Property; nor
 - (e) use or permit to be used any barbeques or heated patio fitment at the Property.
- 9.12 The Tenant must not and must procure that persons using and occupying the Property do not play music or use equipment or apparatus that produces sound that can be heard outside the Property.
- 9.13 The Tenant shall, where required, give the Landlord access for meter readings where centralised and in relation to any repairs relating to your heat interface unit and the related heating and hot water system.
- 9.14 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above in clause 10 or where the need for repair is attributable to the fault or negligence of the Tenant, any Lawful Occupier or any of the Tenant's visitors.
- 9.15 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the Inventory and Schedule of Condition for which the Landlord is responsible.
- 9.16 The Tenant must not and must procure that any persons using and occupying the Property do not any act in breach of any regulations in respect of the Property or Building notified to the Tenant in writing from time to time.

10. Utilities and outgoings

- 10.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant and any Lawful Occupiers at the Property.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 10.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 10.5 The Tenant shall pay the council tax for the Property.
- 10.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

11. Landlord's covenants

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence, or default of the Tenant.
- 11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property 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) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 11.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement;
or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer, and dishwasher (if these appliances are at the Property and provided by the Landlord).
- 11.8 Prior to the start of the Tenancy, the Landlord has had the property's electrical installations inspected and tested by a qualified and competent person, completed any necessary remedial work and supplied a copy of the report from the person conducting the inspection and test to the Tenant before they occupied the premises, or the existing tenant within 28 days.

12. Empty Property

- 12.1 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving prior written notice to the Landlord.
- 12.2 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

13. Default by the Tenant

- 13.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
 - (c) the Tenant has breached the agreement; or
 - (d) any of the Grounds 2, (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 13.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 13.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
- 13.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

14. Landlord's right to enter the Property and to display signs

- 14.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this agreement;
 - (c) to carry out repairs or alterations to the next door premises;
 - (d) to take gas, electricity or water meter readings;
 - (e) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-

operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;

- (f) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (g) to show prospective tenants or purchasers around the Property.

14.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

14.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

15. Expiry of the Tenancy

15.1 At the end of this Tenancy (howsoever determined), the Tenant shall:

- (a) return the Property and the Contents to the Landlord in the condition required by this agreement; and
- (b) pay for professional cleaning of the Property including all fixtures and fittings, appliances, and any carpets. All light bulbs must be in working order and any filters (air vent and extractor hood) to be replaced at the Tenant's cost.

15.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired, then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least two month's notice in writing. The notice must end on the day before the rent is due.

15.3 The Landlord has the right to recover possession of the Property if:

- (a) the Term has expired;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

15.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

15.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended. The Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.

15.6 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.

16. Notices

16.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 16.4;
- (b) left at the Landlord's address given in clause 16.4; or
- (c) sent to the Landlord's email address stated in the Parties clause.

16.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's email address stated in the Parties clause.

16.3 If a notice is given in accordance with clause 16.1 or clause 16.2, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting; or
- (c) if sent by email, at 9.00 am on the next Working Day after sending.

16.4 The Landlord's address for service is Pinnacle Housing Limited as agent on behalf of InReach (Birmingham) Limited, 8th Floor, Holborn Tower, 137-144 High Holborn, WC1V 6PL.

16.5 The Landlord's email address is embankment@placebypinnacle.co.uk

16.6 The Landlord and/or Landlord's agent may change their address for service of notices by giving notice of their new address to the Tenant.

17. Governing law and jurisdiction

17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Lawful Occupiers

Name	Date of birth (note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status	Date of check
Tenant:	DD/MM/YYYY	Passport Visa	Unlimited right to rent Time-limited right to rent, expiring on: DD/MM/YYYY (delete as appropriate)	DD/MM/YYYY

Signed:

Party	Signature	Date
For and on behalf of LANDLORD		
(Tenant):		