



Assured Periodic Tenancy Agreement (England)

You are about to sign an Assured Periodic Tenancy for the following property:

123 Sample Road London
A1 1AA

It sets out the promises made by the Tenant and any Guarantor to the Landlord and vice versa, including the amounts you have agreed for Rent and Deposit as well as other key information. You should read this document carefully and thoroughly.

Once electronically signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives their consent to carry out any action under this agreement.

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



The Parties of this agreement and the Premises

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning ascribed next to them in this agreement.

This agreement is made the day of **Friday, 1 January 2021**.

Premises	123 Sample Road London A1 1AA together with fixtures, furniture and contents therein as specified in the inventory
Landlord	Landlord Notices should be sent to 124 Sample Road London A1 1AA
Tenant	Tenant Name Notices should be sent to 123 Sample Road London A1 1AA
Guarantor	Guarantor Name
Occupancy	The maximum number of people permitted to occupy the property is 2 (two)
Commencement Date	From 1 January 2021 And this agreement is a monthly contractual periodic tenancy until terminated in accordance with statute.
Initial Payment of Rent	£1,000 (one thousand GBP) payable in respect of one month's rent and due following the signing of this agreement.
Rent	£1,000 (one thousand GBP) due on the 1 st of each month (the "Rent Payment Day"), following the expiry of the period covered by the Initial Payment of Rent.
Rent Payment Account	Rent is to be paid to the following account: Name of Landlord Account Number Sort Code Reference
Deposit	£1,000 (one thousand GBP) registered by the landlord in an approved tenancy deposit scheme.



Required Information

The Renters' Rights Act 2025 requires that tenants are provided with the following information in addition to the information outlined in the previous section.

Start of the tenancy

The Tenants may occupy the Premises from the Commencement Date.

Rent Increases

If the Landlord proposes to increase the rent under the tenancy, the Landlord must serve a notice on the Tenant in accordance with section 13 of the Housing Act 1988 (as amended).

Ending the Tenancy

The Tenant may end the tenancy by giving not less than two months' written notice to the Landlord. The notice must end on a Rent Payment Day or the day before a Rent Payment Day.

In most circumstances the Landlord may only end the tenancy by obtaining a court order for possession and the execution of that order.

If the Landlord seeks possession, the Landlord (or at least one of the joint landlords) must usually serve a notice seeking possession in the prescribed form specifying the statutory ground or grounds for possession under section 8 and Schedule 2 of the Housing Act 1988 (as amended).

The ground relied upon determines the minimum notice period that must be given before court proceedings for possession may be started.

The Tenant should refer to clause 13.5 which sets out notices relating to the Landlord's ability to seek possession under the grounds.

Where the Premises are let as student accommodation, the Tenant should also refer to clause 13.6 (Student Tenancy Notice Grounds).

Fitness for Human Habitation

The Landlord is under an obligation to ensure that the Premises are fit for human habitation, to the extent required by section 9A of the Landlord and Tenant Act 1985.

Landlord's Repair Obligations

The Landlord is under an obligation, to the extent required by section 11 of the Landlord and Tenant Act 1985, to:

- a) keep in repair the structure and exterior of the property (including drains, gutters and external pipes);





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- 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, and 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 hot water.

Bills

The Tenant is responsible for the payment of utilities (Electricity, gas, water) and council tax unless otherwise agreed. Such payments are not payable by the Tenant to the Landlord under this Tenancy.

Electrical Safety

The Landlord is under an obligation, to the extent required by section 11 of the Landlord and Tenant Act 1985, to:

- a) ensure that relevant electrical safety standards are maintained during any period when the property is occupied under the tenancy;
- b) ensure that relevant electrical installations in the property are inspected and tested by a qualified person at least every five years, or earlier if required by the most recent inspection report; and
- c) obtain a report from the person inspecting and testing that inspection and test which sets out the results of the inspection and the date by which the next inspection is required, and provide a copy of that report to the Tenant.

Gas Safety

The Landlord must comply with Regulation 36 of the Gas Safety (Installation and Use) Regulations 1998, including the obligation to:

- a) ensure that any relevant gas installation and any flue serving a relevant gas fitting is maintained in a safe condition;
- b) ensure that each gas installation and flue is checked for safety by a Gas Safe registered engineer at intervals determined in accordance with those Regulations; and
- c) ensure that a record of each safety check is made and that a copy of that record is provided to the Tenant.

Improvements for Disabled Occupiers

In accordance with section 190 of the Equality Act 2010, the Landlord must not unreasonably withhold consent to a Tenant's request to make improvements to the Premises where:

- a) a disabled person occupies, or intends to occupy, the Premises as their only or main home; and





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- b) the improvement is likely to facilitate the disabled person's enjoyment of the Premises having regard to their disability

The rights and obligations conferred by section 190 do not apply where the tenancy already includes provisions of a similar nature.

Pets

Under section 16A of the Housing Act 1988 (as amended):

- a) The Tenant may keep a pet at the property if the Tenant requests permission and agrees with section 16A and the Landlord consents.
- b) The Landlord's consent must not be unreasonably refused





Tenancy Terms

1. The Landlord lets to the Tenant the Premises at the Rent specified above.
2. The Initial Payment of Rent is payable upon signing this Agreement and must be paid no later than the Commencement Date to the landlords account specified above. The Tenant shall have no right to occupy the Premises, until payment of the Deposit and the Initial Payment of Rent has been made in full.
3. The Deposit will be paid to Northgate Sales and Lettings LTD and held under the terms of the Property Deposit Scheme (custodial route). Further detail is provided in the new section of this document.
4. The Initial Payment of Rent will be paid to Northgate Sales and Lettings LTD and held by Northgate Sales and Lettings LTD up to a maximum of 14 days from the Commencement Date, after which it will be paid to the Landlord with Northgate Sales and Lettings LTD fees deducted where applicable.
5. The Tenant shall pay all future Rent directly to the Landlord using the specified account details above.
6. It is a condition of this agreement that the Tenant, and any occupiers of the Premises over the age of 18, at all times maintain a right to rent in accordance with all laws defined by the Immigration Act 2014 (where applicable). If the Tenant does not provide satisfactory documentation to allow the Landlord to verify the Tenant's identity and to satisfactorily perform the relevant immigration checks required, the Landlord will not permit the Tenant to occupy the Premises.
7. This agreement creates a assured periodic tenancy within the meaning of Part I of the Housing Act 1988 (as amended by the Renters (Reform) Act 2025).



The Deposit

The following clauses set out:

- How Northgate Sales and Lettings LTD will deal with the Deposit paid by the Tenant under this Agreement;
- What the Tenant can expect from the Landlord and/or Northgate Sales and Lettings LTD in relation to the Deposit;
- The circumstances in which deductions may be made from the Deposit at the end of the Tenancy; and
- The circumstances in which additional sums may be sought from the Tenant where the Deposit is insufficient to cover any losses or breaches of the Tenancy Agreement.

By signing this Agreement, all parties confirm that the Deposit details contained within this Agreement are true and accurate to the best of their knowledge and belief.

The Deposit will be protected under the Tenancy Deposit Scheme (TDS) Custodial Scheme, a Government-approved tenancy deposit protection scheme.

Tenancy Deposit Scheme (TDS) Custodial

West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 7TG
Telephone: 0300 037 1001

Further information regarding the scheme can be found on the TDS website and within the Prescribed Information provided to the Tenant.

Upon receipt of cleared funds, Northgate Sales and Lettings LTD or the Landlord (as applicable) will arrange for the Deposit to be registered with the TDS Custodial Scheme within the timescales required by law and, in any event, within 30 days of receipt.

Under the TDS Custodial Scheme, the Deposit is held securely by TDS for the duration of the Tenancy. Neither the Landlord nor Northgate Sales and Lettings LTD will hold the Deposit funds, and no interest accrued on the Deposit will be payable to the Tenant.



8.1 At the lawful end of the Tenancy, following the Tenant giving vacant possession of the Property, and returning all keys, the Deposit shall be returned to the Tenant subject to any deductions properly due under the terms of this Agreement.

8.2 The Landlord may make reasonable deductions from the Deposit for the following purposes:

8.2.1 To pay any Rent or other sums lawfully due and unpaid under this Agreement.

8.2.2 To meet the reasonable cost of repairing or replacing any damage to the Property, its fixtures, fittings, furnishings, or contents caused by the Tenant, any permitted occupier or visitor, excluding fair wear and tear.

8.2.3 To meet the reasonable cost of remedying any damage or additional cleaning required as a result of pets kept at the Property, whether authorised or unauthorised.

8.2.4 To pay any sum which the Landlord is required to repay to a local authority in respect of housing benefit, Universal Credit housing costs, or similar payments made directly to the Landlord on the Tenant's behalf.

8.2.5 To compensate the Landlord for any loss arising from a breach of this Agreement by the Tenant.

8.2.6 To pay any unpaid charges for utilities or services for which the Tenant is responsible, including water, gas, electricity, telecommunications, broadband and other similar services.

8.2.7 To pay any unpaid Council Tax or other charges for which the Tenant is liable.

8.2.8 To meet the reasonable cost of cleaning the Property where it is not returned in substantially the same condition of cleanliness as recorded in the Inventory and Schedule of Condition at the commencement of the Tenancy, allowing for fair wear and tear.

8.2.9 To recover any reasonable costs incurred by the Landlord as a direct result of dishonoured payments made by the Tenant.

8.3 No deduction shall be made from the Deposit unless the Tenant has been notified of the proposed deduction and the reason for it.

The Landlord and Tenant acknowledge that, upon the end of the Tenancy, the Deposit shall be dealt with in accordance with the rules and procedures of the Tenancy Deposit Scheme (TDS) Custodial Scheme.

8.5 If a proposed deduction is disputed, the Landlord and Tenant shall first attempt to resolve the matter between themselves.

8.6 If agreement cannot be reached, either party may refer the dispute to the Alternative Dispute Resolution service provided by the Tenancy Deposit Scheme (TDS), subject to the scheme's rules and eligibility requirements.





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8.7 The Tenant shall not be entitled to withhold Rent or any other sums due under this Agreement on the basis that the Deposit is protected under the Tenancy Deposit Scheme (TDS) or that a dispute concerning the Deposit exists.

8.8 Where the Deposit is insufficient to meet the Tenant's liabilities under this Agreement, the Tenant shall remain liable for the balance and shall pay any outstanding amount to the Landlord within 14 (14) days of written demand.



Tenant Obligations

The following clauses set out the obligations of the Tenant during the Tenancy. Any breach of these obligations may entitle the Landlord to seek compensation for losses incurred, make lawful deductions from the Lease Deposit, or pursue any other remedy available in law.

9.1 Any obligation upon the Tenant under this Agreement to do, or refrain from doing, any act shall include an obligation not to permit, allow or cause any member of the Tenant's household, visitor, guest or other occupier of the Property to breach that obligation.

9.2 The Tenant shall pay the Rent in full on the dates specified in this Agreement whether or not demanded or not.

9.3 The Tenant shall pay interest on any Rent lawfully outstanding for more than fourteen (14) days at a rate not exceeding three per cent (3%) above the Bank of England Base Rate in accordance with the Tenant Fees Act 2019.

9.4 Unless otherwise agreed in writing, the Tenant shall be responsible for all charges relating to telephone services, broadband services, television services, television licences, radio licences and similar services supplied to the Property during the Tenancy.

9.5 Where the Tenant breaches any obligation contained within this Agreement, the Tenant shall be responsible for any losses reasonably incurred by the Landlord as a direct consequence of that breach.

9.6 The Tenant shall take reasonable care of the Property and keep it in a reasonably clean and tidy condition throughout the Tenancy.

9.7 The Tenant shall not remove or damage the Landlord's fixtures, fittings, furnishings or contents from the Property except where reasonably necessary and only with the Landlord's consent.

9.8 The Tenant shall comply with all statutory obligations affecting occupiers of residential premises.

9.9 The Tenant shall not bring into the Property any furniture, furnishings or other items which fail to comply with the relevant fire safety legislation.

9.10 The Tenant shall not damage the Property, the building of which it forms part, or any electrical, plumbing, drainage, heating or ventilation system.

9.11 The Tenant shall not make any alteration, addition or improvement to the Property without the prior written consent of the Landlord.

9.12 The Tenant shall not redecorate or alter the decorative appearance of the Property without the prior written consent of the Landlord.



9.13 The Tenant shall not affix pictures, mirrors, televisions, shelving or other items to walls, ceiling, doors or woodwork using nails, screws, adhesives or similar fixings without the prior written consent of the Landlord.

9.14 Where reasonably accessible and safe to do so, the Tenant shall keep drains, gutters and external pipes serving the Property free from obstruction caused by the Tenant.

9.15 Where the Property includes a garden, patio, terrace, balcony, paths or external area, the Tenant shall maintain them in a neat and tidy condition and shall not alter their layout without the Landlord's prior written consent.

9.16 The Tenant shall keep lawns reasonably maintained and shall not remove trees, shrubs or planted areas without prior written consent.

9.17 The Tenant shall keep windows reasonably clean where safe access is available.

9.18 The Tenant shall take reasonable care to prevent damage to glazing. The Tenant shall be responsible for damage resulting from negligence or misuse.

9.19 The Tenant shall not obstruct any communal areas, hallways, stairways, entrances, exits or shared facilities forming part of the Property or building.

9.20 The Tenant shall keep all external areas free from rubbish and waste.

9.21 The Tenant shall place household refuse in suitable containers and shall comply with local authority waste collection requirements.

9.22 The Tenant shall move bins to designated collection points where required by the local authority.

9.23 The Tenant shall not hang washing, clothing or other items from windows, balconies or external elevations where prohibited by lease, planning or management requirements.

9.24 The Tenant shall replace light bulbs, fluorescent tubes, standard batteries and similar consumable items as required during the Term.

9.25 The Tenant shall notify the Landlord or Northgate Sales and Lettings LTD as soon as reasonably practicable of any defect, damage or repair issue affecting the Property.

Failure to report a defect which subsequently causes additional damage may result in the Tenant being liable for costs which could reasonably have been avoided.

9.27 The Tenant shall take reasonable steps to minimise the risk of Legionella bacteria, including keeping shower heads and taps reasonably clean and flushing water systems following periods of prolonged absence.



9.28 The Tenant shall not tamper with boiler settings, safety devices or water systems except in accordance with manufacturer's instructions.

9.29 The Tenant shall take reasonable precautions to prevent frozen pipes, burst pipes and other avoidable damage during cold weather.

9.30 The Tenant shall adequately heat and ventilate the Property during periods of cold weather and during prolonged absence.

9.31 The Tenant shall take reasonable steps to minimise condensation and damp by ensuring adequate heating and ventilation throughout the Property.

9.32 The Property shall be used solely as a private residential dwelling.

9.33 The Tenant shall not register a business address at the Property without the Landlord's prior written consent.

9.34 The Tenant shall not carry on any trade, profession or business at the Property, except where permitted by law and approved by the Landlord.

9.35 The Tenant shall not use the Property for any unlawful, immoral, criminal or anti-social purpose.

9.36 The Tenant shall make only reasonable use of facilities for communication services supplied to the Property.

9.37 The Tenant shall not cause nuisance, annoyance, harassment, inconvenience or disturbance to neighbours, adjoining occupiers or visitors.

9.38 The Tenant shall not keep any pet or animal on the Property without the Landlord's prior written consent.

9.39 Where consent is granted for a pet, the Tenant shall remain responsible for any damage, cleaning costs or losses resulting from that pet.

9.40 The Tenant shall not affix signs, advertisements, notices or similar materials to the exterior of the Property without the Landlord's prior written consent.

Signature

10.1 If the Tenancy includes the use of furniture, furnishings, appliances, fixtures, fittings or other contents belonging to the Landlord, such items shall be recorded within the Inventory and Schedule of Condition where provided.

10.2 The Tenant shall take reasonable care of all furniture, furnishings, appliances, fixtures, fittings and contents supplied with the Property.





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10.3 The Tenant shall not remove, dispose of, sell, lend, alter or otherwise part with possession of any furniture, furnishings, appliances, fixtures, fittings or contents belonging to the Landlord without the Landlord's prior written consent.

10.4 The Tenant shall be responsible for the reasonable cost of repairing or replacing any furniture, furnishings, appliances, fixtures, fittings or contents which are damaged, destroyed, lost or missing during the Tenancy as a result of the actions or negligence of the Tenant, members of the household or visitors, fair wear and tear excepted.

10.5 At the end of the Tenancy, all furniture, furnishings, appliances, fixtures, fittings and contents supplied by the Landlord shall be returned to their original location within the property unless otherwise agreed in writing by the Landlord.

10.6 The Tenant shall ensure that all furniture, furnishings, appliances, fixtures, fittings and contents are left in a clean condition at the end of the Tenancy, allowing for fair wear and tear.

10.7 Where carpets, curtains, upholstery or other furnishings have been soiled beyond normal use during the Tenancy, the Tenant shall be responsible for the reasonable cost of cleaning necessary to return them to substantially the same condition as recorded in the Inventory and Schedule of Condition at the commencement of the Tenancy, allowing for fair wear and tear.

10.8 Nothing within this clause shall require the Tenant to engage professional cleaning unless such cleaning is necessary to remedy a breach of the Tenant's obligations under this Agreement and is permitted by applicable legislation.



Obligations of the Landlord

The following clauses set out the obligations of the Landlord during the Tenancy. If the Landlord breaches any of these obligations, the Tenant may have remedies available under this Agreement and applicable law.

Quiet Enjoyment

11.1 The Landlord shall permit the Tenant to quietly hold and enjoy the Property during the Tenancy without unlawful interference by the Landlord or any person lawfully claiming through or under the Landlord.

Consents and Authority

11.2 The Landlord confirms that all necessary consents, permissions and approvals required for this Tenancy have been obtained, including any required from superior landlords, mortgage lenders, insurers, management companies or other relevant parties.

Statutory Repairing Obligations

11.3 The Landlord shall comply with the repairing obligations imposed by sections 11 to 16 of the Landlord and Tenant Act 1985, together with any subsequent amendments or replacement legislation.

11.4 The Landlord shall keep in repair the structure and exterior of the Property, including drains, gutters and external pipes, and shall keep in proper working order the installations within the Property for the supply of water, gas, electricity, sanitation, space heating and hot water.

Insurance

11.5 The Landlord shall maintain buildings insurance for the Property where required. Where the Property forms part of a building insured by a freeholder, management company or superior landlord, such insurance shall satisfy this obligation.

11.6 The Tenant acknowledges that the Landlord's insurance does not cover the Tenant's personal belongings and that the Tenant is responsible for obtaining contents insurance they consider necessary.

11.7 Upon reasonable request, the Landlord shall provide evidence that appropriate buildings insurance is in place.

Repairs and Maintenance

11.8 The Landlord shall keep in reasonable repair and proper working order all fixtures, fittings, appliances, mechanical installations and electrical installations provided by the Landlord, except where damage or repair has been caused as a result of the actions, negligence, misuse or default of the Tenant, members of the Tenant's household or visitors.

11.9 The Landlord shall take reasonable steps to investigate and remedy infestations or pest issues which are not caused by the actions, omissions or negligence of the Tenant, members of the Tenant's household or visitors.



11.10 The Landlord shall not be required to carry out repairs for which the Tenant is responsible under the terms of this Agreement.

11.11 The Landlord shall not be required to repair, replace or maintain any item belonging to the Tenant or any item which the Tenant is entitled to remove from the Property.

Safety Obligations

11.12 The Landlord shall ensure that all furniture and furnishings supplied with the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988, as amended.

11.13 The Landlord shall ensure that all gas appliances, fittings and flues provided by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide the Tenant with a copy of the current Gas Safety Record where required by law.

11.14 The Landlord shall ensure that all electrical installations of the Property are inspected and tested at the intervals required by law and comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 or any replacement legislation.

11.15 The Landlord shall provide the Tenant with a copy of the most recent Electrical Installation Condition Report where required by law.

11.16 The Landlord shall comply with all applicable legislation relating to smoke alarms, carbon monoxide alarms, gas safety, electrical safety and any other statutory requirements affecting the Property.

Possessions and Refuse

11.17 Prior to the commencement of the tenancy, the Landlord shall take reasonable steps to ensure that the Property is free from rubbish and unwanted possessions, excluding any fixtures, fittings, furnishings, appliances or contents intended to be part of the letting and recorded within the Inventory and Schedule of Condition.



Termination of the Agreement

The following clauses set out the circumstances in which this Agreement may be brought to an end by either party.

Early Termination by the Landlord

12.1 If the Tenant fails to pay Rent when due, breaches any term of this Agreement, becomes bankrupt or insolvent, or if any statutory ground for possession applies, the Landlord may seek possession of the Property in accordance with applicable legislation.

12.2 The Landlord may serve any notice required by law and, where necessary, apply to the Court for a Possession Order.

12.3 Nothing in this Agreement shall entitle the Landlord to recover possession of the Property without first complying with all applicable statutory requirements including those relating to notice and court proceedings.

Uninhabitability

12.4 If the Property becomes unfit for occupation as a result of fire, flood, storm, structural damage, or any other event beyond the reasonable control of either party, and such condition has not arisen as a result of the negligence, breach of contract, act or omission of either party, the provisions of this clause shall apply.

12.5 Where the Property is rendered wholly uninhabitable, the Rent shall cease to be payable from the date the Property becomes uninhabitable until the earlier of:

12.5.1 The date upon which the Property is again fit for occupation; or

12.5.2 The date upon which this Agreement is terminated in accordance with clause 12.8.

12.6 Unless otherwise agreed in writing, the Landlord shall not be under any obligation to provide alternative accommodation for the Tenant.

12.7 The Landlord shall take reasonable steps to investigate and, where appropriate, arrange remedial works necessary to restore the Property to a habitable condition.

12.8 In the reasonable opinion of a suitably qualified professional, the Property cannot be made fit for occupation within one month of the relevant event, either party may terminate this Agreement by giving not less than one month's written notice to the other.

12.9 Upon expiry of such notice, this Agreement shall terminate without prejudice to any rights, remedies or claims arising from any breach of this Agreement occurring before termination.





Effect of Notices

12.10 The Tenancy shall terminate upon:

12.10.1 Expiry of a valid notice served by the Tenant in accordance with this Agreement and applicable legislation;

12.10.2 Expiry of a valid notice and subsequent possession proceedings brought by the Landlord in accordance with applicable legislation;

12.10.3 Execution of a Court Order for possession; or

12.10.4 Any other lawful termination of the Tenancy recognised by the common law.

12.11 The termination of the Tenancy shall not affect any rights, remedies, obligations or liabilities which have accrued prior to the date of termination.



Notices and Statutory Notices

Service Address

13.1 Pursuant to Section 48 of the Landlord and Tenant Act 1987, the Landlord gives notice that notices (including notices in legal proceedings) may be served upon the Landlord at the address specified in this Agreement as the Landlord's address for service, or at such other address as may subsequently be notified to the Tenant in writing.

Service of Notices

13.2 Any notice served by the Landlord upon the Tenant pursuant to this Agreement or any applicable legislation shall be in writing and shall be deemed sufficiently served if:

13.2.1 Delivered by hand to the Property;

13.2.2 Sent by first-class post or recorded delivery to the Property;

13.2.3 Served by email in accordance with clause 13.3.

13.3 A notice sent by first-class post or recorded delivery shall be deemed served on the second Working Day following posting. A notice delivered by hand shall be deemed served on the next Working Day following delivery.

Service by Email

13.4 The Landlord and Tenant agree that notices and other documents relating to this Agreement may be served by email.

13.5 The email address for service of notices by the Landlord shall be the email address specified within this Agreement or otherwise notified in writing to the Tenant.

13.6 The email address for service of notices by the Tenant shall be the email address specified within this Agreement or otherwise notified in writing to the Landlord or Northgate Sales and Lettings LTD.

Landlord email:

Tenant email:

13.7 Any notice or document sent by email shall be deemed served on the day of transmission where sent before 5:00pm on a Working Day, or otherwise on the next Working Day.



Student Accommodation Notice (Where Applicable)

13.8 Where the Property is let as student accommodation and the Tenant satisfies the student test at commencement of the Tenancy, the Tenant is hereby notified that the Landlord may seek possession of the Property under Ground 4A of Schedule 2 to the Housing Act 1988 (as amended) where the Landlord intends, upon the next letting of the Property, to grant a tenancy to a person who satisfies the student test.

Statutory Grounds for Possession

13.9 For the purposes of Schedule 2 to the Housing Act 1988 (as amended), the Tenant is hereby notified that the Landlord may seek possession of the Property on one or more of the statutory grounds for possession available under that Schedule where applicable.

13.10 Without limitation, the Tenant is specifically notified that possession may be sought in the following circumstances:

13.10.1 Ground 1 – Where the Landlord, the Landlord's spouse, civil partner or qualifying family member intends to occupy the Property as their only or principal home.

13.10.2 Sale Grounds – Where legislation permits possession to be sought on the basis that the Landlord intends to sell the Property.

13.10.3 Mortgage or Security Grounds – Where a mortgage lender, charge holder or other party with a legal interest in the Property becomes entitled to possession.

13.10.4 Any other statutory grounds for possession available under Schedule 2 to the Housing Act 1988 (as amended), including any replacement, amended or additional grounds enacted during the Tenancy.

13.11 Nothing in this Agreement shall prejudice the Landlord's right to rely upon any statutory ground for possession available at law, whether or not specifically referred to within this Agreement.



General Provisions

14.1 Where the Property forms only part of a building, the Tenancy shall include the right, in common with others entitled to use them, to use all entrances, hallways, stairways, pathways, accessways and communal areas necessary for obtaining access to and from the Property.

14.2 Where two or more persons are named as Tenant under this Agreement, their obligations shall be joint and several. This means that each Tenant shall be individually responsible for complying with the obligations contained within this Agreement and for payment of all Rent and other sums due. The Landlord may pursue any one or more of the Tenants for the whole of any liability arising under this Agreement.

14.3 References in this Agreement to one gender shall include all genders, references to the singular shall include the plural and vice versa, and references to a "month" shall mean a calendar month.

14.4 References to a "Working Day" shall mean any day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971.

14.5 The Tenant shall be responsible for arranging and maintaining insurance for their own possessions, furniture, valuables and personal belongings kept at the Property.

14.6 The Landlord shall not be responsible for any loss or damage to the Tenant's possessions unless such loss or damage arises as a result of the Landlord's negligence or breach of legal obligation.

14.7 Where the Landlord's interest in the Property is subject to a superior lease, the Tenant agrees to comply with any obligations, restrictions or requirements contained within any superior lease that have been disclosed to the Tenant prior to the commencement of the Tenancy.

14.8 The Landlord shall be responsible for obtaining and maintaining any property licence required by law in respect of the Property.

14.9 The Tenant shall not use or permit the use of the Property in any manner which would cause the Property to require a licence under the Housing Act 2004 or any replacement legislation without the Landlord's prior written consent.

14.10 If any provision of this Agreement is found by a Court or other competent authority to be invalid, unlawful or unenforceable, that provision shall, to the extent required, be severed from this Agreement and the validity and enforceability of the remaining provisions shall not be affected.

14.11 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

14.12 The parties agree that the Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising out of or connected with this Agreement.





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14.13 The operation of Section 62 of the Law of Property Act 1925 is excluded from this Agreement.

14.14 The Tenant shall be entitled only to those rights expressly granted by this Agreement and shall not acquire any rights over adjoining land or property owned by the Landlord except where expressly stated within this Agreement.

14.15 No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

14.16 This Agreement constitutes the entire agreement between the Landlord and the Tenant relating to the Tenancy and supersedes any previous oral or written agreements relating to the letting of the property.



Guarantor

15.1 Where a Guarantor has entered into a separate Guarantor Agreement in respect of this Tenancy the terms of that Guarantor Agreement shall apply in addition to this Tenancy Agreement.

15.2 The Tenant acknowledges that the Landlord may require a Guarantor as a condition of granting this Tenancy.

15.3 Any Guarantor's obligations shall be governed by the separate Guarantor Agreement entered into by the Guarantor.





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Signatures

Signed by The Tenant(s):

Name:	Signature:	Date:
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Signed by or on behalf of The Landlord:

Name:	Signature:	Date:
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